Agenda

Regular Meeting of the Governing Body
March 12, 2025 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body Meeting

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

The video recording 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.

Radio Broadcast: The meeting can be heard on radio station KSFR 101.1.

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

Live Public Comment: Members of the public may provide public comment in person during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings.

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/81906470889

- 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 Lindell

3. Salute to the New Mexico Flag

    a. Councilor Michael Garcia

4. Invocation and Rememberances

    a. Councilor Faulkner

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

    a. Report on the City of Santa Fe Employee Physical and Mental Wellbeing Two-Year Pilot Program Presentation. (Alvin Valdez, Benefits and Wellness Manager, aavaldez1@santafenm.gov and Bernadette Salazar, Human Resources Director, bjsalazar@santafenm.gov)

    b. Pallet Communities and the Community Engagement Plans. (Henri Hammond-Paul, Community Health and Safety Director; jmhammondpaul@santafenm.gov and Julie Sanchez, Youth and Family Division Director; jjsanchez@santafenm.gov)

9. Action Items: Consent Agenda

    a. Request for Approval of the February 26, 2025, Regular Governing Body Meeting Minutes. (Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

    Committee Review:
    Governing Body: 03/12/2025

    b. Request for Approval of a Construction Contract with McDowell Mechanical LLC in the Total Amount of $10,818,750 Including NMGRT for On-Call Mechanical and Plumbing Services through December 31, 2029. (Caryn Grosse, Public Works Project Manager III; clgrosse@santafenm.gov)

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

c. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,000,000 from FY25 Complete Streets One-Time Funding in Professional Contracts to Complete Streets WIP Design and WIP Construction for the Citywide Sidewalk Improvement Program. (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov)

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

d. Request for Approval of a General Services Contract with Pure Operations LLC for Water Meter Calibration and Testing in the Total Amount of $449,200 for a Four-Year Term. (Randy Lopez, Transmission and Distribution Supervisor; rjlopez@santafenm.gov)

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

e. Request for Approval of a Professional Services Contract with Parker Pest Control for Gopher, Structural Pest and Rodent Control in the Total Amount of $287,778.75 Including NMGRT for a Four-Year Term. (Ryan S. Pitcher, IPM Manager; rspitcher@santafenm.gov)

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

f. Request for Approval of a Professional Services Contract with Molzen Corbin in the Total Amount of $2,094,284.97 for Environmental Engineering and Design Services for the Paseo Real Water Reclamation Facility for a Two-Year Term. (Michael Dozier, Wastewater Division Director; mldozier@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $2,094,285 From Public Utilities Cash Balance to Fund WIP Design.

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

g. Request for Approval of Amendment No. 1 to Professional Services Contract Item #21-0522 with Financial Consulting Solutions Group, Inc. to Remove the Fiscal Year Cap for Amounts Payable to Contractor for Utility Rate and Financial Services. (Jesse Roach, Interim Public Utilities Department Director; jdroach@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 3/3/2025
Finance Committee: 3/10/2025
Governing Body: 3/12/2025

h. Request for Approval of a Memorandum of Understanding with the New Mexico Department of Homeland Security and Emergency Management and the State Fire Marshal's Office to Promote Fire and Life Safety by Conducting and/or Assisting the State Fire Marshal's Office with Fire Code Inspections, to Enter Upon Building and Premises for the Purpose of Examination and Inspection, when Deemed Beneficial to Both Parties. (Geronimo Griego, Fire Marshal; gggriego@santafenm.gov)

Committee Review:
Quality of Life Committee: 03/05/2025
Finance Committee: 03/10/2025
Governing Body: 03/12/2025

i. Request for Approval of Amendment No. 3 to General Services Contract Item #22-0062 with Mittera to Increase the Compensation by $164,000 for a New Total Amount of $586,827.47 Including NMGRT for Printing of the Official Santa Fe Visitor's Guide for Tourism Santa Fe. (Randy Randall, TSF Executive Director; rrandall@santafenm.gov)

Committee Review:
Quality of Life Committee: 03/05/2025
Finance Committee: 03/10/2025
Governing Body: 03/12/2025

j. Request for Approval of a Professional Services Contract with The Life Link for Micro Community Management and Services in the Total Amount of 1,986,338.60. (Kristen Woods, Project Manager; krwoods@santafenm.gov)

Committee Review:
Quality of Life Committee: 03/05/2025
Finance Committee: 03/10/2025
Governing Body: 03/12/2025

k. Request for Approval of Amendment No. 1 to General Services Contract Item #23-0350 with Pallet PBC to Provide Shelter Units and Facilities with Safe

Outdoor Space in the Total Amount of $1,466,100 to Adjust for Price Increase with No Change in Total Compensation and Extend Term to June 30, 2026. (Kristen Woods, Program Manager; krwoods@santafenm.gov)

Committee Review:
Quality of Life Committee: 03/05/2025
Finance Committee: 03/10/2025
Governing Body: 03/12/2025

l. Request for Approval of Budget Amendment Resolution (BAR) in the Total Amount of $120,000 to Pay Wells Fargo Bank Credit Card Fees. (Clarence Romero, Treasury Officer; clromero@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 02/17/2025
Finance Committee: 03/10/2025
Governing Body: 03/12/2025

m. Request for Approval of an Easement for Telecommunications Facilities with Plateau Telecommunications, Inc., in the Amount of $32,456.25 Including NMGRT to Install and Maintain a Telecommunications Electronics Central Office at the Genoveva Chavez Community Center. (Terry Lease, Asset Development Manager; tjlease@santafenm.gov and Nina Nguyen, Asset Development Associate; nanguyen@santafenm.gov)

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

n. Request for Approval of a New Mexico Department of Finance and Administration General Fund 93100 Capital Appropriation Project Grant 24-I3138 in the Amount of $438,000 for Improvements at Los Prados Park with a Reversion Date of June 30, 2028. (Scott A. Overlie, Parks and Open Space PW Project Manager; saoverlie@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate the DFA Funding in the Amount of $438,000 into FY25 Parks and Trails CIP Revenue and WIP Construction.

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

o. Request for Approval of Amendment No. 1 to Construction Contract Item #23-

0164 with EMCO of Santa Fe, LLC, to Increase Compensation by $23,460 for a New Total Amount of $421,362.50 for Erosion Control and Bank Repair at Arroyo de Los Chamisos. (Zoë R. Isaacson, River & Watershed Manager; zrisaacson@santafenm.gov)

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

p. CONSIDERATION OF RESOLUTION NO. 2025___. (Councilor Alma Castro)
A Resolution Authorizing the Sale and Consumption of Beer and Wine in the Railyard Park During the 2025 Railyard Movies in the Park on May 31, 2025; June 28, 2025; July 26, 2025; August 9, 2025; and August 23, 2025, Pursuant to Subsection 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/26/2025
Quality of Life Committee: 03/05/2025
Governing Body: 03/12/2025

q. CONSIDERATION OF RESOLUTION NO. 2025___. (Councilor Amanda Chavez)
A Resolution Authorizing Representatives and Agents for an Agreement with New Mexico Department of Finance and Administration, Regarding Appropriation ID Number H3360, New Mexico Department of Transportation Control Number C5233360, to Acquire Rights of Way for and to Plan, Design and Construct Bicycle and Pedestrian Improvements Along Pacheco Street Between West San Mateo Road and Alta Vista Street. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager; rsglorioso-moss@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/26/2025
Public Works and Utilities Committee: 03/03/2025
Finance Committee: 03/10/2025
Governing Body: 03/12/2025

r. CONSIDERATION OF RESOLUTION NO. 2025____. (Councilor Michael Garcia)
A Resolution Authorizing the Sale and Consumption of Beer and Hard Cider During the Party on the Pitch Soccer Tournament on May 31, 2025, Pursuant to Section 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/26/2025
Quality of Life Committee: 03/05/2025
Governing Body: 03/12/2025

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

Committee Review:
Governing Body (Introduced): 02/26/2025
Public Works and Utilities Committee: 03/03/2025
Quality of Life Committee: 03/05/2025
Finance Committee: 03/10/2025
Governing Body: 03/12/2025

t. CONSIDERATION OF RESOLUTION 2025___. (Councilor Amanda Chavez and Councilor Jamie Cassutt)
A Resolution Authorizing Representatives and Agents for an Agreement with the New Mexico Department of Finance and Administration, Regarding Appropriation ID Number H3359, New Mexico Department of Transportation Control Number C52333359, to Acquire Rights of Way and to Plan, Design, Construct, and Improve Governor Miles Road from Richards Avenue to Nizhoni Drive. (Regina Wheeler, Public Works Director; rawheeler@santafe.gov)

Committee Review:
Governing Body (Introduced): 02/26/2025
Public Works and Utilities Committee: 03/03/2025
Finance Committee: 03/10/2025
Governing Body: 03/12/2025

10. Action Items: Discussion Agenda

11. Matters from the City Manager

12. Matters from the City Attorney

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. ____. (Councilor Alma Castro)

A Resolution Authorizing the Sale and Consumption of Beer and Wine During the 2025 Railyard Plaza Summer Scene Concerts on June 5, 2025; June 6, 2025; June 12, 2025; June 13, 2025; June 19, 2025; June 20, 2025; June 26, 2025; July 18, 2025; July 25, 2025; August 1, 2025; August 8, 2025; August 22,2025 and August 29,2025, Pursuant to Subsection 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 03/12/2025
Quality of Life Committee: 03/19/2025
Governing Body: 03/26/2025

b. CONSIDERATION OF RESOLUTION NO. ____. (Councilor Alma Castro)
A Resolution Approving the Consumption of Beer and Wine During SITE Santa Fe's Annual Gala Dinner Event on July 18th, 2025, at the Ramada in the Railyard Park, Pursuant to Subsection 23-6.2(C) SFCC 1987, and Rescinding the Approval for Consumption on June 26th, 2025, which was Granted in Resolution 2023-7. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 03/12/2025
Quality of Life Committee: 03/19/2025
Governing Body: 0/026/2025

c. CONSIDERATION OF RESOLUTION NO.____(Councilor Amanda Chavez)
A Resolution Authorizing Representatives and Agents for an Agreement with the New Mexico Environment Department, Regarding Agreement Number SAP-I2457-GF, to Plan, Design, and Construct Improvements on Jemez Road, Including a Sewer Line South of Airport Road, to Improve Residential Septic Systems.

Committee Review:
Governing Body (Introduced): 03/12/2025
Public Works and Utilities Committee: 03/17/2025
Finance Committee: 03/24/2025
Governing Body: 03/26/2025

17. Petitions from the Floor

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

a. CONSIDERATION OF BILL NO. 2025-4. ADOPTION OF ORDINANCE NO. 2025-____. (Councilor Carol Romero-Wirth, Councilor Michael Garcia, Councilor Amanda Chavez)
A Bill Amending Ordinance No. 2024-6 to Approve Three Individual Loan Agreements with the New Mexico Environment Department to be Paid with Revenues from Each System, Respectively: (1) a Wastewater Project Loan Agreement; (2) a Water Project

Loan Agreement; and (3) a Solid Waste Collection Project Loan Agreement; Incorporating Defections and Covenants Relating to Wastewater, Water, and Waste-Water System Debt Obligations in Each Loan Agreement, Respectively, by Reference Herein; Ratifying Prior Action Consistent with the Provisions Hereof; and Repealing Prior Action Inconsistent with the Provisions Hereof, but Only to the Extent of Such Inconsistency. (Emily Oster, Finance Director; ekoster@santafenm.gov and Jesse Roach, Interim Public Utilities Director; jdroach@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/26/2025
Governing Body (Public Comment): 03/12/2025
Public Works and Utilities Committee: 03/17/2025
Finance Committee: 03/24/2025
~~Governing Body (Public Hearing): 03/26/2025~~ (Schedule amended per Article IV(A)(4))
Governing Body (Public Hearing): 04/09/2025

b. CONSIDERATION OF BILL NO. 2025-7. ADOPTION OF ORDINANCE NO. 2025-____. (Mayor Alan Webber)
A Bill Regarding Annual Budgets Including Multi-Year Appropriations; Amending Section 11-2.1 to Conform with the City's Charter; Establish Multi-Year Appropriations for Capital Outlay, Grant-Funded Projects, and "Special Appropriations"; and, Effective December 31, 2025, Amending Section 11-2.4 to Sunset the Finance Director's Budget Amendment Authority to Carry Over Certain Unexpended Appropriations Into the Next Fiscal Year. (Alexis Lotero, Assistant Finance Director; aclotero@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/26/2025
Governing Body (Public Comment): 03/12/2025
Public Works and Utilities Committee: 03/17/2025
Finance Committee: 03/24/2025
Governing Body: (Public Hearing): 04/09/2025

c. CONSIDERATION OF Bill NO. 2025-9. ADOPTION OF ORDINANCE NO. 2025____. (Councilor Michael Garcia, Councilor Amanda Chavez, Councilor Alma Castro, and Councilor Pilar Faulkner)
A Bill Amending Section 11-14.5 of the Economic Development Fund Ordinance to Change the Sunset Date for Depositing Certain Land Sale Revenues in the Affordable Housing Trust Fund from December 31, 2025, to December 31, 2030. (Johanna Nelson, Director of Office of Economic Development and Interim Director of Office of Affordable Housing; jcnelson@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/26/2025
Governing Body (Public Comment): 03/12/2025
Economic Development Advisory Committee: 04/02/2025
Quality of Life Committee: 04/23/2025

Finance Committee: 04/28/2025
Governing Body (Public Hearing): 05/14/2025

19. Final Action on Legislation (Public Hearing)

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

21. Appointments

    a. Santa Fe River Commission

    - Jake Lyon - Reappointment - Term Ending 02/2028
    - Heidi Klingel - Reappointment - Term Ending 02/2028
    - Karen Jackson - Appointment - Term Ending 02/2028

    b. Airport Advisory Board

    - Jyl DeHaven - Reappointment - Term Ending 02/2028
    - Rosemary Thompson - Reappointment - Term Ending 02/2028
    - Len Rand - Reappointment - Term Ending 02/2028
    - Lutz Arnold - Reappointment - Term Ending 02/2028

    c. Santa Fe City and County Advisory Council on Food Policy

    - Jasmine Meyer - Reappointment - Term Ending 01/2028
    - Sergio Mata-Cisneros - Appointment - Filling an Unexpired Term Ending 01/2026

    d. Board of Adjustment

    - Gary Friedman - Reappointment - Term Ending 09/2027
    - Coleen Dearing - Reappointment - Term Ending 09/2027
    - Teague Douglas - Reappointment - Term Ending 09/2027
    - Daniel Painter - Reappointment - Term Ending 09/2027

    e. Historic Districts Review Board

    - Scott Cherry - Appointment - Term Ending 01/2027

- Madeline Aguilar-Medrano - Reappointment - Term Ending 01/2027
- Cecilia Rios - Reappointment - Term Ending 01/2027

f. Audit Committee

- Elizabeth Travis - Appointment - Term Ending 11/2028
- Bill Keller - Appointment - Term Ending 11/2028

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.

PHYSICAL AND MENTAL WELLBEING OF CITY OF SANTA FE EMPLOYEES

REPORT ON THE TWO (2) YEAR PILOT PROGRAM



Pilot Program: Physical and Mental Wellbeing of City of Santa Fe Employees Proposed Rules

Two New Rules Temporary Approved as a Two-Year Pilot Program Under *Rule 13 Leave* of the City of SF Personnel Rules/Regulations and Policies

1. Rule 13.91 Wellness Day Leave

2. Rule 13.92 Two-Hour Weekly Physical & Mental Fitness Leave.

*Temporary rules went into effect on July 1, 2023.

Rule 13.91 Wellness Day Leave: One (1) Wellness Leave Day

1. Rule 13.91 Wellness Day Leave: One (1) Wellness Leave Day

   a) Available to ALL City employees who are classified full-time and part-time, exempt, and term employees, who have successful completed the employee probationary period.

   b) Must be taken within the current calendar year, or it is forfeited.

   c) Upon separation of employment, employees will not be compensated

Rule 13.92 Two-Hour Weekly Wellness Program: Physical and Mental Fitness Leave.

1. Employees may take up to two hours per week for fitness and wellness activities, available to all full-time and part-time, exempt, and term employees who have passed their probationary period.

2. Employees must request a modified schedule through the standard process for flexible arrangements.

3. Time is designated for physical and mental fitness activities and requires approval from an immediate supervisor, Division Director, Department Director, and City Manager.

4. Usage options:
   i. Four half-hour segments over four days during the lunch period.
   ii. Two full hours either in the morning or afternoon over two days.
   iii. Entire two-hour period in one day of the week.

Measuring the Effectiveness of the Physical and Mental Wellbeing Program

How to Measure Effectiveness

What Type of Data is Quantifiable?

1. **Enrollment and Utilization Rates:**
   - **Data to Collect:** Track how many employees are using the fitness & wellness leave and how often. Gauges the level of participation and immediate uptake of the policy.

2. **Employee Health Metrics:**
   - **Data to Collect:** Gather individuals who say a direct impact from baseline to post-implementation, such as Weight Loss, BMI, blood pressure, or stress levels. Sourced through voluntary health screenings or our anonymous survey.

How to Measure Effectiveness

What Type of Data is Qualitative?

1. **Employee Satisfaction and Morale:**
    - **Data to Collect:** Conducted survey to assess employee satisfaction, morale, and their perception of work-life balance. Is the policy positively impacting employee well-being.
2. **Usage Patterns:**
    - **Data to Collect:** What was primary use of the program time for physical fitness activities or for mental wellbeing practices.
3. **Feedback Mechanisms:**
    - **Data to Collect:** Establish feedback channels where employees can express their views on the policy's effectiveness and suggest improvements.

Quantifiable Data

EE Enrollment and Utilization Rates Findings FY 24

- FY24 (07/01/2023 to 06/30/2024)

  Total Employees (EE) Enrolled (ER) = 305

  Total Employees (EE) Enrolled (ER) Who Utilized Leave= 303

  Total Utilization by Employees = 9,788 times

$$\text{Overall Utilization per Employee} = \frac{\text{Total Usage by All Employees}}{\text{Total Number of Employees Enrolled}}$$ **OR** $$\text{Overall Utilization per Employee} = \frac{9{,}788}{303}$$

The average overall utilization of the Physical & Mental Wellbeing leave per employee for FY24 is approximately 32.3 times per employee.

Out of the 305 employees who enrolled, 303 employees utilized the leave, which is 99.3% of employee utilization.

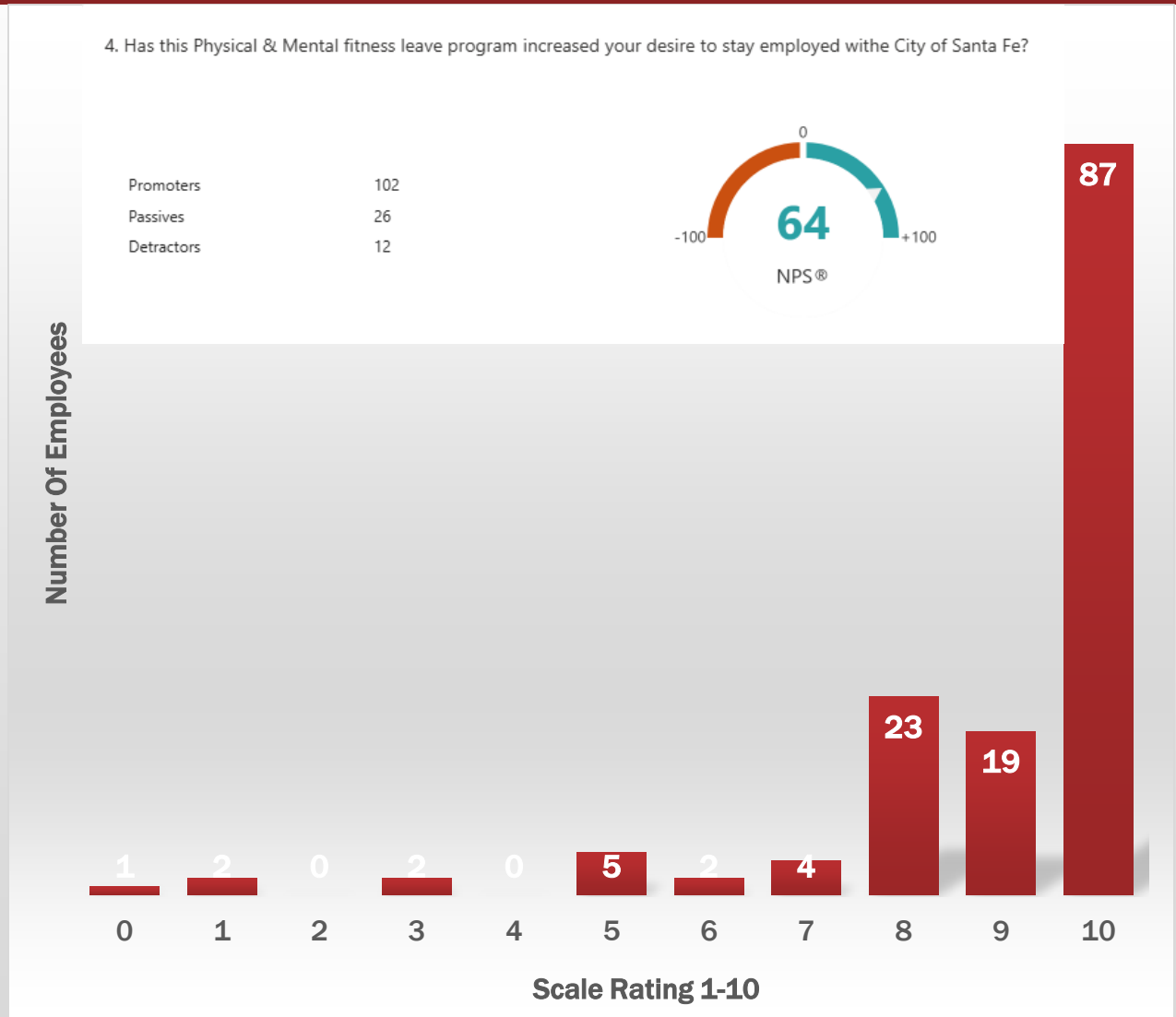
Qualitative Data

Survey Questions

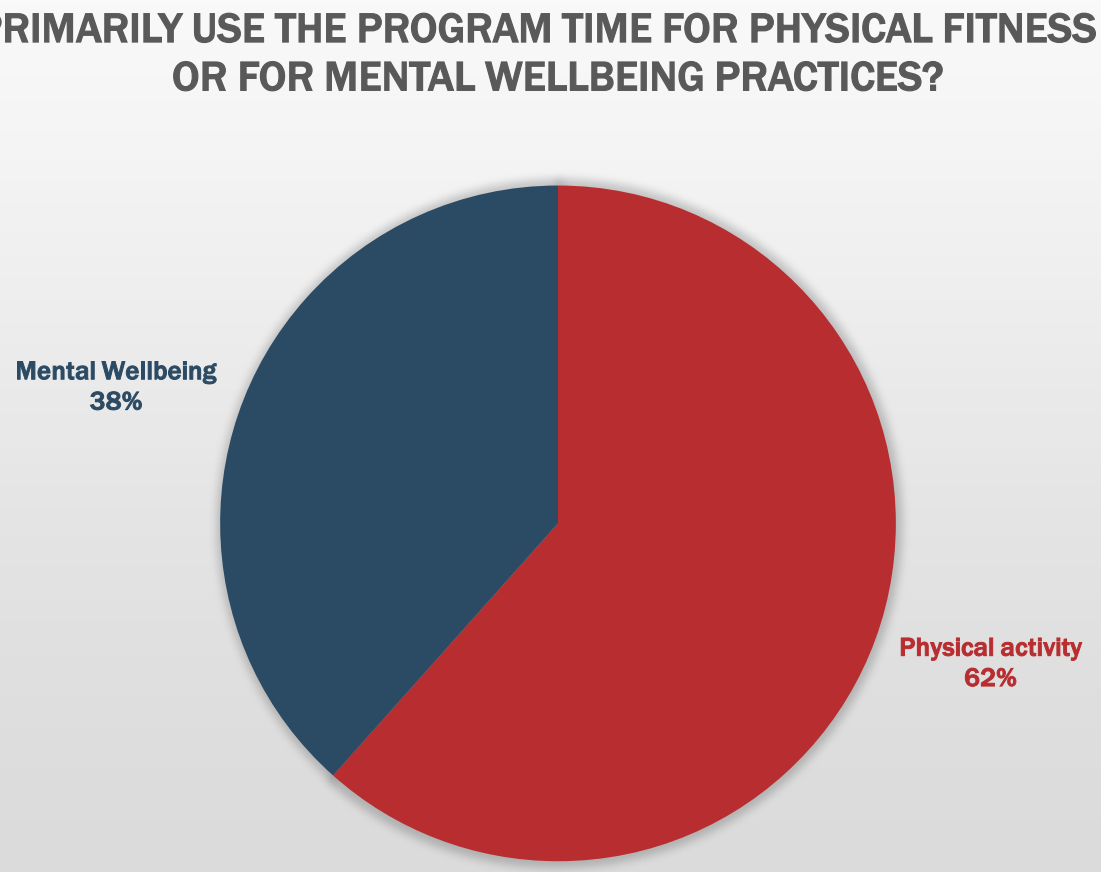
1. Please rate how the Physical and Mental Fitness Program has reduced stress for you?
2. Has your morale at work improved since participating in the Physical & Mental Fitness Leave Program?
3. Has this Physical & Mental Fitness Leave Program increased your desire to stay employed withe City of Santa Fe? (See Next Slide)
4. Have you experienced any noticeable changes in your physical health, such as weight loss, since the beginning of the Physical & Mental fitness Leave Program?
5. Did you primarily use the program time for physical fitness activities or for mental wellbeing practices?

Retention Survey

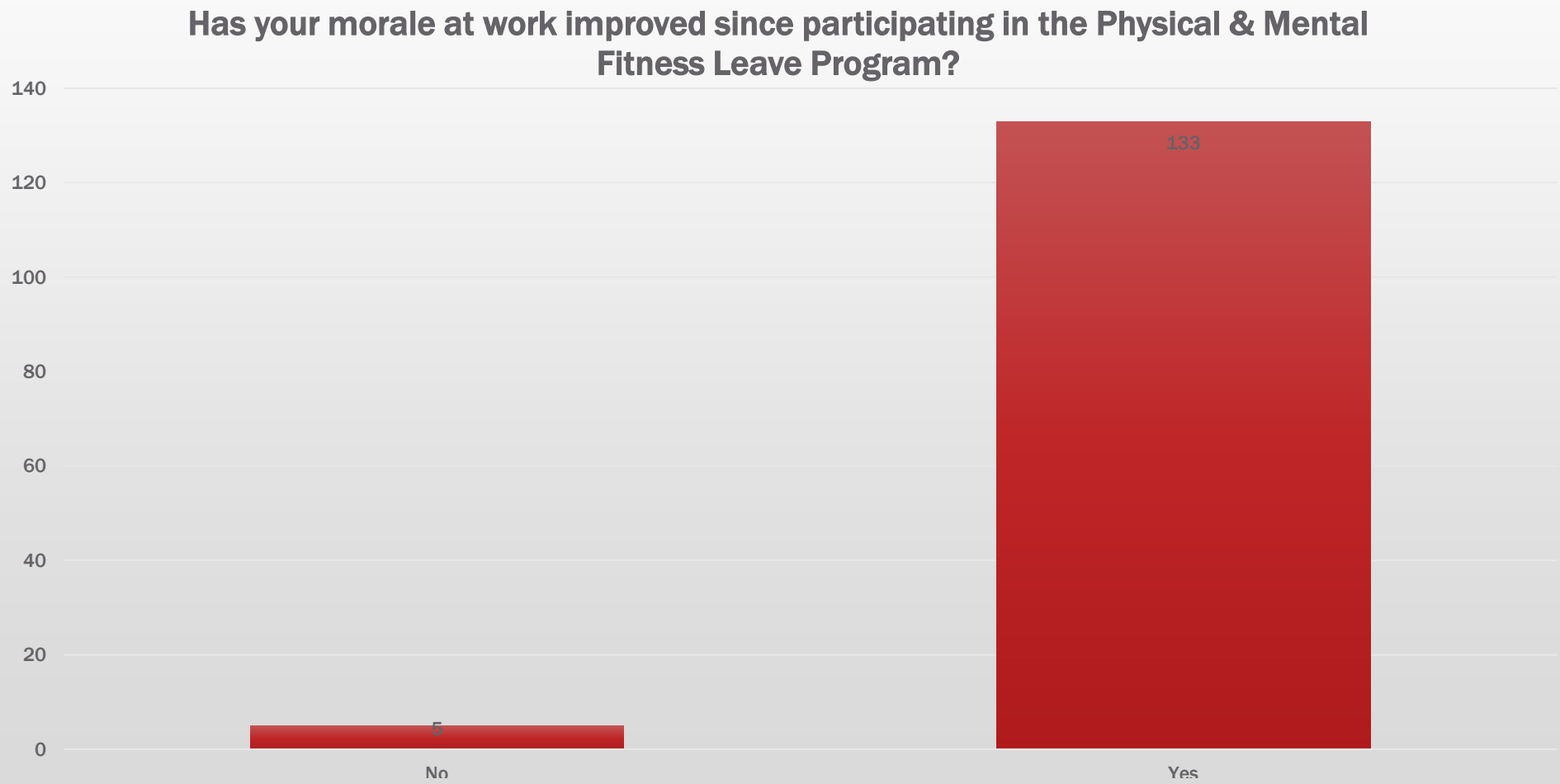
On a Scale of 1 to 10 with 1 being the Lowest and 10 Highest



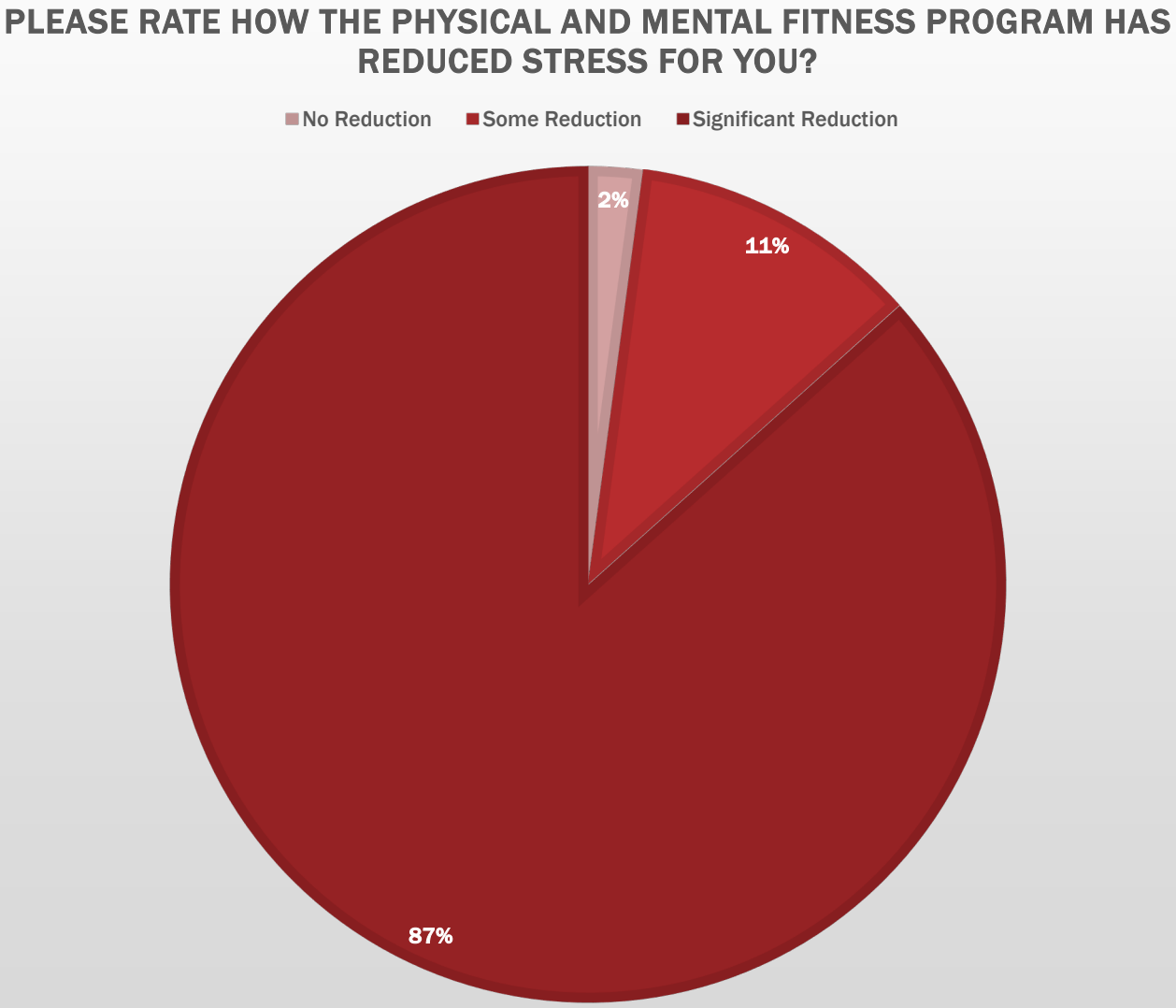
Primary Leave Usage



Morale Survey Totals

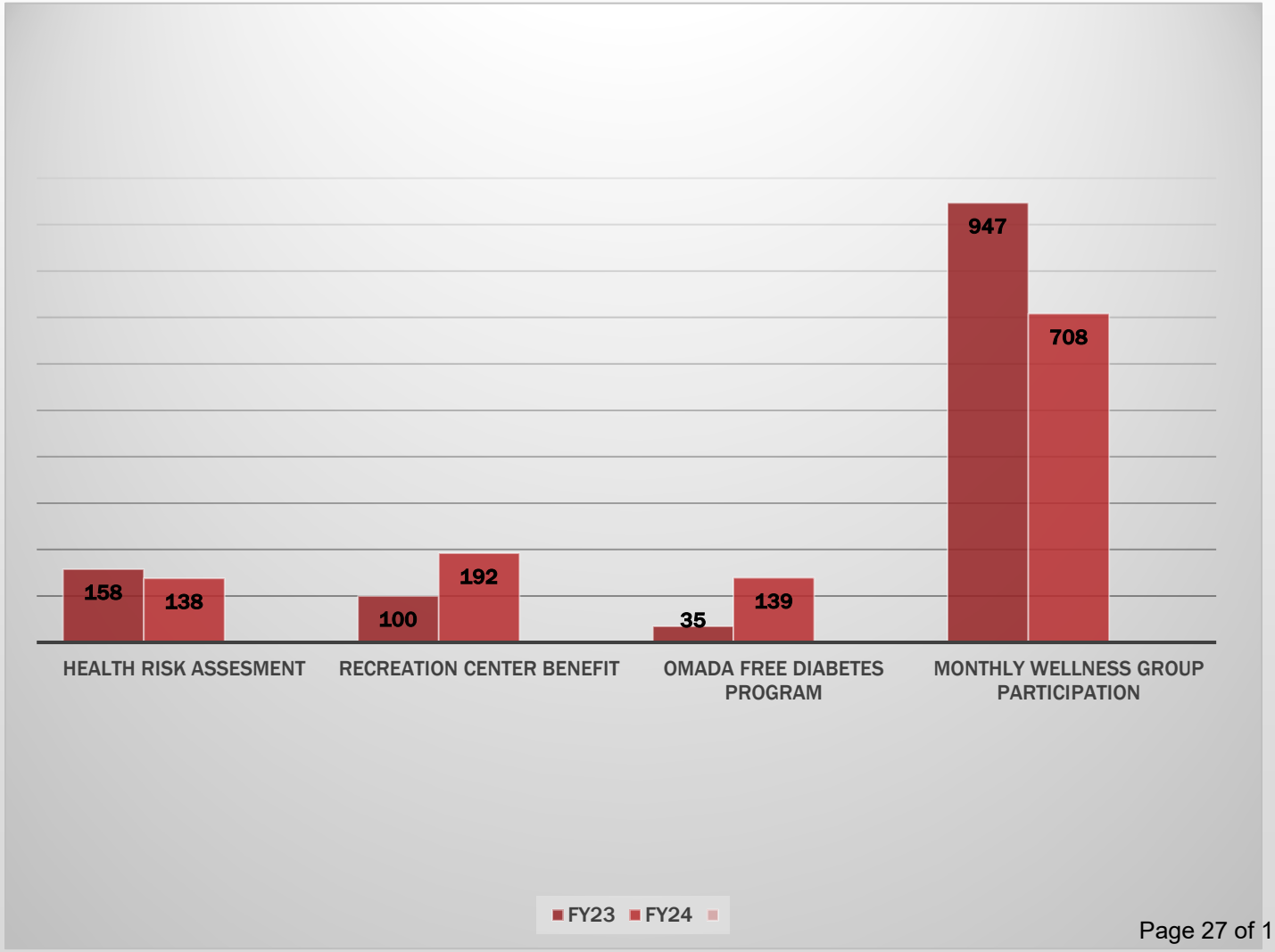


Employee Stress Reduction



Wellness Program Effect Since Pilot Program Commenced

- FY 23: Base Line
- FY 24 WP Data:
  - HRA
  - RCB Memberships
  - Omada Participants
- FY 23-24 Decrease seen:
  - Program Participation



Employee Health Metrics

1. Gather individuals who saw a direct impact from baseline to post-implementation, such as Weight Loss, BMI, or blood pressure. Sourced through voluntary health screenings or our anonymous survey.

    a. Andrew Baca

        Interim Director of Operations

        Transit (SF Trails)

        Public Works

    a. Raquel Arreola

        Outreach Court Coordinator

        Municipal Court

        General Government

Employee Health Metrics
Direct Impact: Andrew Baca

Program Utilization:

- Pilot Program has encouraged to participate in more Wellness Program events and challenges
- Engaged in Wellness Program Events and Meal Plan
- Regular use of Transit's on-site gym* with a structured 6-day exercise schedule.

Health Metrics:

•Reduced weight from 407 lbs to 247.1 lbs.
•Shirt size decreased from 6XL to 2XL;
•Pant size decreased from 52 to 40.





Total Weight Loss
1 year = 160 lbs.

Benefits:

•Enhanced work performance and improved evaluations.

•Shift from mandatory annual medical reviews to biennial medical evaluations for CDL due to better health.



*Built using WP Funds

Employee Health Metrics
Direct Impact: Raquel Arreola

Program Utilization:

- 1 hour twice a week
- Uses time as Gym Time

Health Metrics:

•Reduced weight from 189 lbs. to 148 lbs.
•Dress size decreased from Size 14 to Size 8
• From Pre-Diabetic to A1C = 4.6





Benefits:

•Reduced Stress & Improved Mental Health

•Improvement in Morale and Attitude.

•Uses Less Sick Time

•Meal Preps & Eats Healthier

Total Weight Loss
1 year = 41 lbs.

Other Employee Testimonials

- I utilized this time to schedule weekly therapy sessions. I have struggled with anxiety my whole life and because of this program, I have tools that help me control my anxiety and overall help me do my job better.

- This program has been a lifesaver for me, and I probably would have quit a long time ago were it not for this program. I primarily use my Physical & Mental Fitness Leave to attend my weekly therapy sessions, which I would not be able to do otherwise. This has been an absolute gamechanger for me. On days when I do not have a session to attend, I typically use the time to exercise and take care of my body, so that I return to work re-energized and feeling positive.

- I consider wellness leave to be among our best benefits. I often boast that the City's wellness program is great and beneficial in so many ways. On really stressful days I often choose to swim as a physical activity, and I can feel the stress melt away as I exercise. I also have high cholesterol and blood pressure, and both these numbers have improved as a result of the wellness leave benefit!

Governing Body Decision Needed

Seeking Feedback from Governing Body as Pilot Program Expires on June 30, 2025

Options:

1. Continue Pilot Program for One (1) More Year.

2. Make Program Permanent in City of Santa Fe Personnel Rules/Regulations & Policies

3. Allow Pilot Program to Expire

Agenda

Regular Meeting of the Governing Body
February 26, 2025 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body Meeting

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

The video recording 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.

Radio Broadcast: The meeting can be heard on radio station KSFR 101.1.

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

Live Public Comment: Members of the public may provide public comment in person during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings.

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/83381359024

- 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: **833 8135 9024**. 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 Romero-Wirth
3. Salute to the New Mexico Flag
    a. Councilor Lee Garcia
4. Invocation and Rememberances
    a. Councilor Chavez
5. Roll Call
6. Approval of Agenda
7. Approval of Consent Agenda
8. Presentations
    a. Annual Code of Ethics Review. (Marcos Martinez, Senior Assistant City Attorney:mdmartinez@santafenm.gov)
9. Action Items: Consent Agenda
    a. Request for Approval of the February 12, 2025 Regular Governing Body Meeting Minutes. (Geralyn Cardenas, Assistant City Clerk; gfcardenas@santafenm.gov)

        Committee Review:
        Governing Body: 02/6/2025

    b. Request for Approval of a General Services Contract with Accent Landscape Contractors, Inc. in the Total Amount of $637,807.74 for the Railyard Park Irrigation and Water Harvesting System Replacement and Repairs with Term Ending June 30, 2026. (Joshua Bohlman, Public Works Project Manager, jbohlman@santafenm.gov)

        1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $750,000 from the Railyard Fund Balance Into Railyard Operations WIP Construction for the Railyard Irrigation and Water Harvesting Improvements.

        Committee Review:
        Public Works and Utilities Committee: 02/17/2025
        Finance Committee: 02/24/2025
        Governing Body: 02/26/2025

c. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $775,000 from General Fund Balances to the Fire Department to Purchase Ambulance Gurneys, Stair Chairs, Fire Hose and Nozzles, and Equipment to Support Starlink High Speed Broadband Internet. (Brian Moya, Fire Chief; bjmoya@santafenm.gov)

Committee Review:
Quality of Life Committee: 02/19/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

d. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $1,100,000 from Fire Impact Fees Fund, $500,000 from Gross Receipts Tax Fund and $150,000 from 1/2% Capital GRT Fund for a Total Amount of $1,750,000 to Construct Equipment Storage and Training Facilities at Fire Station 5. (Brian J. Moya, Fire Chief; bjmoya@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 02/17/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

e. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $491,110 from General Fund Balances for Installation of a Wildfire Identification Thermal Camera, Continuity of Operations and Distribution Management Planning and the Purchase of Mobile Anti-Vehicle Ramming Barriers. (Brian Williams, Director Office of Emergency Mangement; bgwilliams@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 02/17/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

f. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $100,000 from General Fund Balances for the Installation of Security Camera's at the Fort Marcy Complex. (Maria Sanchez-Tucker, Community Services Director; metucker@santafenm.gov and Henri Hammond-Paul, Community Health and Safety Director; hmhammondpaul@santafenm.gov)

Committee Review:
Quality of Life Committee: 02/19/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

g. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $140,000 from ½% Capital GRT Fund Balances for the Repair and/or

Replacement of the Cooling Tower at the Genoveva Chavez Community Center. (Maria Sanchez-Tucker, Community Services Director; metucker@santafenm.gov and Henri Hammond-Paul, Community Health and Safety Director; hmhammondpaul@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 02/17/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

h. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $70,000 from ½% Capital GRT Fund Balances for the Therapy Pool Deck Drain Repair and/or Replacement at the Genoveva Chavez Community Center. (Maria Sanchez-Tucker, Community Services Director; metucker@santafenm.gov and Henri Hammond-Paul, Community Health and Safety Director; hmhammondpaul@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 02/17/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

i. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $70,000 from ½% Capital GRT Fund Balances for the Maintenance and Refinishing of the Genoveva Chavez Community Center Gymnasium Floor. (Maria Sanchez-Tucker, Community Services Director; metucker@santafenm.gov and Henri Hammond-Paul, Community Health and Safety Director; hmhammondpaul@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 02/17/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

j. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $70,000 from General Fund Balances for the Genoveva Chavez Community Center Aquatic Facilities Assessment for Deferred Maintenance. (Maria Sanchez-Tucker, Community Services Director; metucker@santafenm.gov and Henri Hammond-Paul, Community Health and Safety Director; hmhammondpaul@santafenm.gov)

Committee Review:
Quality of Life Committee: 02/19/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

k. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $200,000 from General Fund Balances to Increase Support for Youth After School and Summer Programs. (Maria Sanchez-Tucker, Community Services Director; metucker@santafenm.gov and Henri Hammond-Paul, Community Health and Safety Director; hmhammondpaul@santafenm.gov)

Committee Review:
Quality of Life Committee: 02/19/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

l. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $100,000 from General Fund Balances to Fund Temporary Positions and Overtime for the Office of Records Custodians within the City Attorney's Office. (Erin K. McSherry, City Attorney; elkmcscherry@santafenm.gov)

Committee Review:
Quality of Life Committee: 02/19/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

m. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $400,000 from General Fund Balances to Fund a Contract for Oversight and Project Management for Capital Outlay Funding Deployment. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

Committee Review:
Quality of Life Committee: 02/19/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

n. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $300,000 from General Fund Balances for the Removal of the Siler Road Yards Fuel Station. (David Jaramillo, Fleet Section Manager; dmjaramillo@santafenm.gov and Sam Burnett, Facilities Division Director; jsburnett@santafenm.gov)

Committee Review:
Quality of Life Committee: 02/19/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

o. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $150,000 from General Fund Balances to Fund Legal Services Review of the City of Santa Fe's Administrative Policies, Personnel Rules, Regulations and Policies. (Bernadette Salazar, Human Resources Director;

bjsalazar@santafenm.gov)

Committee Review:
Quality of Life Committee: 02/19/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

p. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $135,000 from General Fund Balances for Midtown Redevelopment Project Management and Administrative Managment. (Daniel Hernandez, Metropolitan Redevelopment Agency Director; dahernandez@santafenm.gov)

Committee Review:
Quality of Life Committee: 02/19/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

q. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $290,000 from General Fund Balances for the Construction of a City Backlot Set. (Jennifer LaBar-Tapia, Santa Fe Regional Film Office Director; jllabartapia@santafenm.gov)

Committee Review:
Quality of Life Committee: 02/19/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

r. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $1,646,000 from General Fund Balances to Support Staff Capacity, Small Business Crime Mitigation and Security Grants, Small Business Development, Workforce Development and Office Rent for Community Services and Economic Development. (Johanna Nelson, Economic Development Director and Interim Housing Director; jcelson@santafenm.gov)

Committee Review:
Quality of Life Committee: 02/19/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

s. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $837,000 from General Fund Balances for the Purchase of Automated Traffic Enforcement Equipment and Evidence Equipment. (Ben Valdez, Deputy Chief of Police; bpvaldez@santafenm.gov)

Committee Review:
Quality of Life Committee: 02/19/2025

Finance Committee: 02/24/2025
Governing Body: 02/26/2025

t. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $1,500,000 from Gross Receipts Tax Fund Balances for the Replacement of Stucco on the Genoveva Chavez Community Center Facility. (Sam Burnett, Facilities Division Director; jsburnett@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 02/17/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

u. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $550,000 from ½% Capital GRT Fund Balances for the Purchase of a Replacement Vactor Truck. (Jennifer Morrow, Complete Streets Division Director; jlmorrow@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 02/17/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

v. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $400,000 from ½% Capital GRT Fund Balances for ADA Sidewalk and Parking Lot Repairs at the Southside and LaFarge Libraries. (Sam Burnett, Facilities Division Director; jsburnett@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 02/17/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

w. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $200,000 from ½% Capital GRT Fund Balances for Infrastructure to Repair the Bell Tower Elevators between City Hall and the Santa Fe Community Convention Center. (Sam Burnett, Facilities Division Director; jsburnett@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 02/17/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

x. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $1,010,000 from ½% Capital GRT Fund Balances to Fund West Alameda

Culvert Improvements and Parks and Open Space Equipment Replacement. (Regina A. Wheeler, Public Works Director; rawheeler@santafenm.gov and Melissa McDonald, Parks and Open Space Division Director; mamcdonald@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 02/17/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

y. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $270,000 from the Gross Receipts Tax Fund Balances to Fund Service Contracts to Enhance Weed Control and Median Maintenance. (Melissa McDonald, Parks and Open Space Division Director; mamcdonald@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 02/17/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

z. Request for Approval of New Mexico Department of Transportation Grant Agreement C5243318 in theTotal Amount of $4,500,000 for Project 24-I3318 the New Mexico Highway 599 Access Road to the Santa Fe Regional Airport. (James Harris, Airport Director; jcharris@santafenm.gov)

1. Request For Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $4,500,000 from the Legislative Grant to FY25 Airport Revenue and WIP Design and WIP Construction for Capital Project 24-I3318 599 Access Road to the Airport.

Committee Review:
Public Works and Utilities Committee: 02/17/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

aa. Request for Approval of a Construction Contract with B&D Industries, Inc. in the Total Amount of $10,818,750 Including NMGRT for On-Call Mechanical and Plumbing Services through December 31, 2029. (Caryn Grosse, Public Works Project Manager III; clgrosse@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 02/17/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

bb. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $1,000,000 from General Fund Balances to Fund the Upgrade of the Non-Public Safety Radio (NPSR) System. (Eric Candelaria, ITT Director; edcandeleria@santafenm.gov)

Committee Review:
Quality of Life Committee: 02/19/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

cc. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $120,000 from Gross Receipts Tax Fund Balances to Fund the Contractually Required Fiscal Agent Fees. (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 02/17/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

dd. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $320,000 from Gross Receipts Tax Fund Balances and $680,000 from the 1/2% Capital GRT Fund for a Total Amount of $1,000,000 to Support the Construction to Repair Ponds at the Marty Sanchez Golf Course for Compliance with a Corrective Action Plan. (Scott Overlie, Parks and Open Space Project Manager; saoverlie@santafenm.gov and Sam Ulibarri, Parks and Open Space Water Resources Superintendent; ssulibarri@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 02/17/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

ee. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $150,000 from ½% Capital GRT Fund Balances for Aquatic Mechanical Systems, Motors and Impeller Remodel and Replacement. (Maria Sanchez-Tucker, Community Services Director; metucker@santafenm.gov and Henri Hammond-Paul, Community Health and Safety Director; hmhammondpaul@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 02/17/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

ff. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $100,000 from General Fund Balances to Fund Contracts for Experts to Evaluate Options for the Soldiers' Monument. (Mark A. Scott, City Manager; mscott@santafenm.gov)

Committee Review:
Quality of Life Committee: 02/19/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

gg. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $1,078,000 from General Fund Balances and $174,850 from Lodgers' Tax Fund for a Total Amount of $1,252,850 to Fund Various Equipment, Software, General Plan Code Update, and Development Projects within Planning and Land Use Department. (Heather Lamboy, Planning and Land Use Director; hllamboy@santafenm.gov)

Committee Review:
Quality of Life Committee: 02/19/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

hh. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $3,088,000 from General Fund Balances, $350,000 from 1/2% Capital GRT Fund for a Total Amount of $3,438,000 to Support and Expand Existing Human Services Under CONNECT, Homeless Solutions, Guaranteed Income and Immigration Support. (Julie Sanchez, Youth and Family Services Division Director; jjsanchez@santafenm.gov)

Committee Review:
Quality of Life Committee: 02/19/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

ii. Request for Approval to Purchase Two Rear-Loading Trucks in the Total Amount of $805,068 from Bond Equipment Company. (Lawrence Garcia, ESD Fleet Manager; lmgarcia@samtafem.gov)

Committee Review:
Public Works and Utilities Committed: 02/17/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

jj. Request Approval of a Budget Amendment Resolution (BAR) in the Amount of $150,000 to Fund Temporary Positions within the Public Utilities Department Administrative Division. (Nancy Jimenez, Utility Billing Division Director;

nljimenez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 02/17/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

kk. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $300,000 from General Fund Balances to Fund the Implementation of the Storage of Video Footage on City Servers. (Eric Candelaria, ITT Director; edcandelaria@santafenm.gov)

Committee Review:
Quality of Life Committee: 02/19/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

ll. Request for Approval of a Construction Contract with Pluma, LLC for On-Call General Electrical Services in the Total Amount of $649,125 Including NMGRT for a Four-Year Term. (Paul F. Heerbrant, PE Engineer Supervisor; pfheerbrandt@santafenm.gov)

1. Request for Approval of Budget Amendment Resolution (BAR) in the Total Amount of $649,125 from the Wastewater Enterprise Fund to Wastewater Capital Projects to Fund the Contract.

Committee Review:
Public Works and Utilities Committee: 02/17/25
Finance Committee: 02/24/25
Governing Body: 02/26/25

mm. Request for Approval of a Construction Contract with Great Western Electrical for On-Call General Electrical Services in the Total Amount of $649,125 Including NMGRT for a Four-Year Term. (Paul F. Heerbrandt, PE Engineer Supervisor; pfheerbrandt@santafenm.gov)

1. Request for Approval of Budget Amendment Resolution (BAR) in the Total Amount of $649,125 from the Wastewater Enterprise Fund to Wastewater Capital Projects to Fund the Contract.

Committee Review:
Public Works and Utilities Committee: 02/17/25
Finance Committee: 02/24/25
Governing Body: 02/26/25

nn. Request Approval of Budget Amendment Resolution (BAR) in the Total

Amount of $120,000 to Pay Wells Fargo Bank Credit Card Fees. (Clarence Romero, Treasury Officer; clromero@santafenm.gov)

Committee Review:
Public Works and utilities Committee: 02/17/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

oo. Request Approval of Amendment No. 3 to Item #21-0483 with AAC Construction to Correct Compensation Language in Amendment No. 2 Item No. 24-0653. (Bill Huey, Engineer; bchuey@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 02/17/2025
Finance committee: 02/24/2025
Governing Body: 02/26/2025

pp. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $92,737 using $69,553 of Grant Funding and $23,184 of Road Impact Fees for the Complete Streets WIP Design for the Santa Fe Rail Trail Intersection Improvement Project. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 02/17/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

qq. CONSIDERATION OF RESOLUTION NO. 2025____. (Councilor Lee Garcia)
A Resolution Authorizing the Filing of Applications to the Federal Transit Administration, an Operating Administration of the United States Department of Transportation, for Federal Transportation Assistance as Authorized by 49 U.S.C. 53, Title 23, United States Code, or other Federal States Administered by the Federal Transit Administration. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 02/17/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

rr. CONSIDERATION OF RESOLUTION NO. 2025____.(Councilor Amanda Chavez and Councilor Jamie Cassutt)
A Resolution Authorizing Representatives and Agents for an Agreement with the New Mexico Department of Finance and Administration Regarding Appropriation ID Number G3169, New Mexico Department of Transportation

Control Number C5223169, to Acquire Easements and Rights of Way for and to Plan, Design, Construct, and Repair Governor Miles Road from Richards Avenue to Nizhoni Drive. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager; rsglorioso-moss@santafenm.gov)

Committee Review:
Governing Body: 02/12/2025
Public Works Committee: 02/17/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

ss. CONSIDERATION OF RESOLUTION NO. 2025____.(Councilor Amanda Chavez)
A Resolution Authorizing Representatives and Agents for an Agreement with New Mexico Department of Finance and Administration, Regarding Appropriation Number G3170, New Mexico Department of Transportation Control Number C5223170, to Acquire Easements and Rights of Way for and to Plan, Design, Construct, and Improve Pacheco Street, Including Pedestrian and Bicycle Improvements Between West San Mateo Road and Alta Vista Street. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager; rsglorioso-moss@santafenm.gov)

Committee Review:
Governing Body: 02/12/2025
Public WorksCommittee: 02/17/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

tt. CONSIDERATION OF RESOLUTION NO. 2025____. (Councilor Jamie Cassutt and Councilor Alma Castro)
A Resolution Authorizing the Sale and Consumption of Beer During the 2025 Santa Fe Century on May 17th and 18th, 2025, Pursuant to Section 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body: 02/12/2025
Quality of Life Committee: 02/19/2025
Governing Body: 02/26/2025

uu. Request for Approval of Written Findings of Fact and Conclusions of Law Reflecting the Decision by the Governing Body to Partially Deny and Partially Grant Appeal # 2024-8309-APPL of the Historic District Review Board's Status Review of Property at 718 Old Santa Fe Trail in Case # 2024-7892-HDRB, by Assigning Significant Status to Apartments and Non-Contributing Status to Two Casitas on the Property. (Frank Ruybalid, Assistant City Attorney; feruybalid@santafenm.gov)

Committee Review:
Governing Body: 02/26/2025

10. Action Items: Discussion Agenda

11. Matters from the City Manager

12. Matters from the City Attorney

    a. **EXECUTIVE SESSION**
    In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Subparts (H)(7) and (8), Attorney-Client Privileged Discussion of Pending and Threatened Litigation, in Particular, Threatened Litigation by the Estate of Stephanie "Gracen" Coon and Lili Gordon; and Litigation Challenging Trump Administration Limitations and Requirements on Federal Grants Imposed without Congressional Authority and/or that are Unrelated to the Purposes of the Grant and/or Orders that Violate the Tenth Amendment, Including *County and City of San Francisco vs. Trump*, 3:25-CV-01350; and Discussion of Potential Disposition of City Properties, in Particular, a 0.25 Acre Parcel at 1522 West Alameda and a 1.85 Acre Parcel Identified as APN 99308146, Further West on West Alameda; and 1616 Paseo de Peralta. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov).

13. Executive Session Action Items

    a. Approval to Join Litigation Filed by Other Similarly Situated Municipalities and Government Agencies, and/or Amici Briefs Filed by Other Similarly Situated Municipalities and Government Agencies, Challenging the Trump Administration's (1) Imposition of Limitations and Requirements without Congressional Authority in Relation to the City's Access to Federal Funds; and/or (2) Imposition of Limitations and Requirements that are Unrelated to the Purposes of a Grant; and/or (3) Orders that Violate the Tenth Amendment or Other Constitutional Provisions that Protect the City of Santa Fe; Including, but Not Limited to, Joining the Case *County and City of San Francisco vs. Trump*, 3:25-CV-01350.

    b. Approval of Recommended Action in Relation to Threatened Litigation by the Estate of Stephanie "Gracen" Coon and Lili Gordon.

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

    a. CONSIDERATION OF RESOLUTION NO. 2025___. (Councilor Amanda Chavez)
    A Resolution Authorizing Representatives and Agents for an Agreement with New Mexico Department of Finance and Administration, Regarding

Appropriation ID Number H3360, New Mexico Department of Transportation Control Number C5233360, to Acquire Rights of Way for and to Plan, Design and Construct Bicycle and Pedestrian Improvements Along Pacheco Street Between West San Mateo Road and Alta Vista Street. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager; rsglorioso-moss@santafenm.gov)

Committee Review:
Governing Body: 02/26/2025
Public Works Committee: 03/03/2025
Finance Committee: 03/10/2025
Governing Body: 03/12/2025

b. CONSIDERATION OF RESOLUTION NO. 2025___. (Councilor Alma Castro)
A Resolution Authorizing the Sale and Consumption of Beer and Wine in the Railyard Park During the 2025 Railyard Movies in the Park on May 31, 2025; June 28, 2025; July 26, 2025; August 9, 2025; and August 23, 2025, Pursuant to Subsection 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body: 02/26/2025
Quality of Life Committee: 03/05/2025
Governing Body: 03/12/2025

c. CONSIDERATION OF RESOLUTION NO. 2025____. (Councilor Michael Garcia)
A Resolution Authorizing the Sale and Consumption of Beer and Hard Cider During the Party on the Pitch Soccer Tournament on May 31, 2025, Pursuant to Section 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/26/2025
Quality of Life Committee: 03/05/2025
Governing Body: 03/12/2025

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

Committee Review:
Governing Body: 02/26/2025

Public Works and Utilities Committee: 03/03/2025
Quality of Life Committee: 03/05/2025
Finance Committee: 03/10/2025
Governing Body: 03/12/2025

e. CONSIDERATION OF RESOLUTION 2025___. (Councilor Amanda Chavez)
A Resolution Authorizing Representatives and Agents for an Agreement with the New Mexico Department of Finance and Administration, Regarding Appropriation ID Number H3359, New Mexico Department of Transportation Control Number C52333359, to Acquire Rights of Way and to Plan, Design, Construct, and Improve Governor Miles Road from Richards Avenue to Nizhoni Drive. (Regina Wheeler, Public Works Director; rawheeler@santafe.gov)

Committee Review:
Governing Body: 02/26/2025
Public Works and Utilities Committee: 03/03/2025
Finance Committee: 03/10/2025
Governing Body: 03/12/2025

f. CONSIDERATION OF BILL NO. 2025-4. ADOPTION OF ORDINANCE NO. 2025-____. (Councilor Carol Romero-Wirth, Councilor Michael Garcia, Councilor Amanda Chavez)
A Bill Amending Ordinance No. 2024-6 to Approve Three Individual Loan Agreements with the New Mexico Environment Department to be Paid with Revenues from Each System, Respectively: (1) a Wastewater Project Loan Agreement; (2) a Water Project Loan Agreement; and (3) a Solid Waste Collection Project Loan Agreement; Incorporating Defections and Covenants Relating to Wastewater, Water, and Waste-Water System Debt Obligations in Each Loan Agreement, Respectively, by Reference Herein; Ratifying Prior Action Consistent with the Provisions Hereof; and Repealing Prior Action Inconstant with the Provisions Hereof, but Only to the Extent of Such Inconsistency. (Emily Oster, Finance Director; ekoster@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/26/2025
Governing Body (Public Comment): 03/12/2025
Public Works and Utilities Committee: 03/17/2025
Finance Committee: 03/24/2025
Governing Body: 03/26/2025

g. CONSIDERATION OF Bill NO. 2025-9. ADOPTION OF ORDINANCE NO. 2025____. (Councilor Michael Garcia, Councilor Amanda Chavez, Councilor Alma Castro, and Councilor Pilar Faulkner)
A Bill Amending Section 11-14.5 of the Economic Development Fund Ordinance to Change the Sunset Date for Depositing Certain Land Sale Revenues in the Affordable Housing Trust Fund from December 31, 2025, to December 31, 2030. (Johanna Nelson, Director of Office of Economic Development and Interim Director of Office of Affordable Housing; jcnelson@santafenm.gov)

Committee Review
Governing Body (Introduced): 02/26/2025

Governing Body (Public Comment): 03/12/2025
Economic Development Advisory Committee: 04/02/2025
Quality of Life Committee: 04/23/2025
Finance Committee: 04/28/2025
Governing Body: 05/14/2025

h. CONSIDERATION OF BILL NO. 2025-7. ADOPTION OF ORDINANCE NO. 2025-____. (Mayor Alan Webber)
A Bill Regarding Annual Budgets Including Multi-Year Appropriations; Amending Section 11-2.1 to Conform with the City's Charter; Establish Multi-Year Appropriations for Capital Outlay, Grant-Funded Projects, and "Special Appropriations"; and, Effective December 31, 2025, Amending Section 11-2.4 to Sunset the Finance Director's Budget Amendment Authority to Carry Over Certain Unexpended Appropriations Into the Next Fiscal Year. (Alexis Lotero, Assistant Finance Director; aclotero@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/26/2025
Governing Body (Public Comment): 03/12/2025
Public Works and Utilities Committee: 03/17/2025
Finance Committee: 03/24/2025
Governing Body: (Public Hearing): 04/09/2025

17. Petitions from the Floor

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

19. Final Action on Legislation (Public Hearing)

a. CONSIDERATION OF BILL NO. 2024-18. ADOPTION OF ORDINANCE NO. 2025___. (Councilor Amanda Chavez, Councilor Pilar Faulkner, and Councilor Lee Garcia)
A Bill Relating to City Administration; Amending Section 2-8, SFCC 1987 to Change the Title From “Community Health and Safety Department” to “Health and Human Services Department”; Remove the Police Department and the Fire Department from that Section; and Create Two New Sections, 2-8.8 and 2-8.9, for the Police Department and Fire Department, Respectively. (Marci Eannarino, Legislation and Policy Innovation Manager; maeannarino@santafenm.gov)

Committee Review:
Governing Body (Introduced): 12/11/2024
~~Governing Body (Public Comment): 01/15/2025~~ (Rescheduled to 01/29/2025 due to noticing requirements)
Governing Body (Public Comment): 01/29/2025)
~~Quality of Life Committee: 01/22/2025~~ (Rescheduled to 02/05/2025 due to noticing requirements)
Quality of Life Committee: 02/05/2025
~~Governing Body: 02/12/2025~~ (Rescheduled to 02/26/2025 due to noticing

requirements)
Governing Body: 02/26/2025

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

21. Appointments

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 26, 2025, 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 Romero-Wirth**		**3**
3.	**Salute to the NM Flag**	**Councilor Lee Garcia**		**3**
4.	**Invocation and Remembrances**	**Councilor Chavez**	**3**	
5.	**Roll Call**	**Quorum**		**3-4**
6.	**Approval of Agenda**	**Approved as Amended**		**4**
7.	**Approval of Consent Agenda**	**Approved as Amended**		**4**
8.	**Presentations**			
	a. Code of Ethics Rev.	**Given**	**4**	
9.	**Action Items: Consent Agenda**	**Approved**		**4-14**
10.	**Action Items: Discussion Items**			
	None.			
11.	**Matters from the City Manager**	**Heard**	**14**	
12.	**Matters from the City Attorney**	**Heard**	**14**	
12.	**Executive Session**	**Held**	**15**	
13.	**Executive Session Action Items**			
	a. Join Litigation	**Approved**		**16**
	b. Litigation	**Approved**		**16**
14.	**Matters from the City Clerk**	**Heard**	**16-17**	
15.	**Communications Gov. Body**	**Heard**	**17**	
16.	**Introduction of Legislation**			
	a. Resolution No. 2025_____	**Introduced**		**17**
	b. Resolution No. 2025_____	**Introduced**		**17**
	c. Resolution No. 2025_____	**Introduced**		**18**

	d.	Resolution No. 2025_____	Introduced	18
	e.	Resolution No. 2025_____	Introduced	18
	f.	Bill No. 2025-4	Introduced	19
	g.	Bill No. 2025-9	Introduced	19
	h.	Bill No. 2025-7	Introduced	19
18.	Public Comment on Bills	None		19
19.	Final Action on Legislation			
	a.	Bill No. 2024-18	Approved as amended	19-20
19.	Public Hearings		None	20
20.	Appointments		None	20
21.	Adjourn		Adjourned at 10:05 pm	20-21

REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, FEBRUARY 26, 2025, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. CALL TO ORDER

The regular meeting of the Governing Body was called to order by Mayor Webber at 5:03 pm, on Wednesday, February 26, 2025, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Romero-Wirth.

3. SALUTE TO THE NEW MEXICO FLAG

The salute to the New Mexico Flag was led by Councilor Lee Garcia.

4. INVOCATION AND REMEMBRANCES

The invocation was given by Councilor Chavez.

A moment of silence and remembrances were given.

5. ROLL CALL

MEMBERS PRESENT
Mayor Alan Webber
Councilor Signe Lindell
Councilor Jamie Cassutt
Councilor Alma Castro
Councilor Amanda Chavez, virtually
Councilor Pilar Faulkner
Councilor Lee Garcia
Councilor Michael Garcia
Councilor Carol Romero-Wirth

OTHERS PARTICIPANTS ATTENDING
Mark Scott, City Manager
Erin McSherry, City Attorney
Andrea Salazar, City Clerk

6. APPROVAL OF AGENDA

Ms. Salazar stated that item NN has been removed by staff.

Ms. McSherry stated that she is removing the item regarding 1614 Paseo de Peralta from Executive Session.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Commissioner Faulkner, to approve the agenda as amended.

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

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Mayor Webber, yes.

7. APPROVAL OF CONSENT AGENDA

Ms. Salazar stated that items 9 P, R, S, FF, HH, and JJ were pulled for discussion.

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

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

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Mayor Webber, yes.

8. PRESENTATIONS

a. ANNUAL CODE OF ETHICS REVIEW

Given.

9. ACTION ITEMS: CONSENT AGENDA

a. REQUEST FOR APPROVAL OF THE FEBRUARY 12, 2025 REGULAR GOVERNING BODY MEETING MINUTES.

Approved on consent.

b. REQUEST FOR APPROVAL OF A GENERAL SERVICES CONTRACT WITH ACCENT LANDSCAPE CONTRACTORS, INC. IN THE TOTAL AMOUNT OF $637,807.74 FOR THE RAILYARD PARK IRRIGATION AND WATER HARVESTING SYSTEM REPLACEMENT AND REPAIRS WITH TERM ENDING JUNE 30, 2026.

Approved on consent.

c. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT

RESOLUTION (BAR) TO ALLOCATE $775,000 FROM GENERAL FUND BALANCES TO THE FIRE DEPARTMENT TO PURCHASE AMBULANCE GURNEYS, STAIR CHAIRS, FIRE HOSE AND NOZZLES, AND EQUIPMENT TO SUPPORT STARLINK HIGH SPEED BROADBAND INTERNET.

Approved on consent.

d. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $1,100,000 FROM FIRE IMPACT FEES FUND, $500,000 FROM GROSS RECEIPTS TAX FUND AND $150,000 FROM ½% CAPITAL GRT FUND FOR A TOTAL OF $1,750,000 TO CONSTRUCT EQUIPMENT STORAGE AND TRAINING FACILITIES AT FIRE STATION 5.

Approved on consent.

e. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $491,110 FROM GENERAL FUND BALANCES FOR INSTALLATION OF A WILDFIRE IDENTIFICATION THERMAL CAMERA, CONTINUITY OF OPERATIONS AND DISTRIBUTION MANAGEMENT PLANNING AND THE PURCHASE OF MOBILE ANTI-VEHICLE RAMMING BARRIERS.

Approved on consent.

f. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $100,000 FROM GENERAL FUND BALANCES FOR THE INSTALLATION OF SECURITY CAMERAS AT THE FORT MARCY COMPLEX.

Approved on consent.

g. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $140,000 FROM ½% CAPITAL GRT FUND BALANCES FOR THE REPAIR AND/OR REPLACEMENT OF THE COOLING TOWER AT THE GENOVEVA CHAVEZ COMMUNITY CENTER.

Approved on consent.

h. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $70,000 FROM ½% CAPITAL GRT FUND BALANCES FOR THE THERAPY POOL DECK DRAIN REPAIR AND/OR REPLACEMENT AT THE GENOVEVA CHAVEZ COMMUNITY CENTER.

Approved on consent.

l. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $70,000 FROM ½% CAPITAL GRT FUND BALANCES FOR THE MAINTENANCE AND REFINISHING OF THE GENOVEVA CHAVEZ COMMUNITY CENTER GYMNASIUM FLOOR.

Approved on consent.

j. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $70,000 FROM GENERAL FUND BALANCES FOR THE GENOVEVA CHAVEZ COMMUNITY CENTER AQUATIC FACILITIES ASSESSMENT FOR DEFERRED MAINTENANCE.

Approved on consent.

k. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $200,000 FROM GENERAL FUND BALANCES TO INCREASE SUPPORT FOR YOUTH AFTER SCHOOL AND SUMMER PROGRAMS.

Approved on consent.

l. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $100,000 FROM GENERAL FUND BALANCES TO FUND TEMPORARY POSITIONS AND OVERTIME FOR THE OFFICE OF RECORDS CUSTODIANS WITHIN THE CITY ATTORNEY'S OFFICE.

Approved on consent.

m. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $400,000 FROM GENERAL FUND BALANCES TO FUND A CONTRACT FOR OVERSIGHT AND PROJECT MANAGEMENT FOR CAPITAL OUTLAY FUNDING DEPLOYMENT.

Approved on consent.

n. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $300,000 FROM GENERAL FUND BALANCES FOR THE REMOVAL OF THE SILAR ROAD YARDS FUEL STATION.

Approved on consent.

o. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $150,000 FROM GENERAL FUND BALANCES TO FUND LEGAL SERVICES REVIEW OF THE CITY OF SANTA FE'S ADMINISTRATIVE POLICIES, PERSONNEL RULES, REGULATIONS AND POLICIES.

Approved on consent.

p. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $135,000 FROM GENERAL FUND BALANCES FOR MIDTOWN REDEVELOPMENT PROJECT MANAGEMENT AND ADMINISTRATIVE MANAGEMENT.

MOTION A motion was made by Councilor Chavez, seconded by Councilor Faulkner, to approve the BAR.

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

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Mayor Webber, yes.

q. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $290,000 FROM GENERAL FUND BALANCES FOR THE CONSTRUCTION OF A CITY BACKLOT SET.

Approved on consent.

r. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $1,646,000 FROM GENERAL FUND BALANCES TO SUPPORT STAFF CAPACITY, SMALL BUSINESS CRIME MITIGATION AND SECURITY GRANTS, SMALL BUSINESS DEVELOPMENT, WORKFORCE DEVELOPMENT AND OFFICE RENT FOR COMMUNITY SERVICES AND ECONOMIC DEVELOPMENT.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Castro, to approve the BAR.

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

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Mayor Webber, yes.

s. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $837,000 FROM GENERAL FUND BALANCES FOR THE PURCHASES OF AUTOMATED TRAFFIC ENFORCEMENT EQUIPMENT AND EVIDENCE EQUIPMENT.

MOTION A motion was made by Councilor Lindell, seconded by Councilor Michael Garcia, to approve the BAR.

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

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Mayor Webber, yes.

t. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $1,500,000 FROM GROSS RECEIPTS TAX FUND BALANCES FOR THE REPLACEMENT OF STUCCO ON THE GENOVEVA CHAVEZ COMMUNITY CENTER FACILITY.

Approved on consent.

u. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $550,000 FROM ½% CAPITAL GRT FUND BALANCES FOR THE PURCHASE OF A REPLACEMENT VACTOR TRUCK.

Approved on consent.

v. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $400,000 FROM ½% CAPITAL GRT FUND BALANCES FOR ADA SIDEWALK AND PARKING LOT REPAIRS AT THE SOUTHSIDE AND LAFARGE LIBRARIES.

Approved on consent.

w. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $200,000 FROM ½% CAPITAL GRT FUND BALANCES FOR INFRASTRUCTURE TO REPAIR THE BELL TOWNER ELEVATORS BETWEEN CITY HALL AND THE SANTA FE COMMUNITY CONVENTION CENTER.

Approved on consent.

x. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $1,010,000 FROM ½% CAPITAL GRT FUND BALANCES TO FUND WEST ALAMEDA CULVERT IMPROVEMENTS AND PARKS AND OPEN SPACE EQUIPMENT REPLACEMENT.

Approved on consent.

y. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $270,000 FROM THE GROSS RECEIPTS TAX FUND BALANCES TO FUND SERVICE CONTRACTS TO ENHANCE WEED CONTROL AND MEDIAN MAINTENANCE.

Approved on consent.

z. REQUEST FOR APPROVAL OF NEW MEXICO DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT C543318 IN THE TOTAL AMOUNT OF $4,500,000 FOR PROJECT 24-13318 THE NEW MEXICO HIGHWAY 599 ACCESS ROAD TO THE SANTA FE REGIONAL AIRPORT.

Approved on consent.

aa. REQUEST FOR APPROVAL OF A CONSTRUCTION CONTRACT WITH B&D INDUSTRIES, INC. IN THE TOTAL AMOUNT OF $10,818,750 INCLUDING NMGRT FOR ON-CALL MECHANICAL AND PLUMBING SERVICES THROUGH DECEMBER 31, 2029.

Approved on consent.

bb. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $1,000,000 FROM GENERAL FUND BALANCES TO FUND THE UPGRADE OF THE NON-PUBLIC SAFETY RADIO (NPSR) SYSTEM.

Approved on consent.

cc. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $120,000 FROM GROSS RECEIPTS TAX FUND BALANCES TO FUND THE CONTRACTUALLY REQUIRED FISCAL AGENT FEES.

Approved on consent.

dd. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT (BAR) TO ALLOCATE $320,000 FROM GROSS RECEIPTS TAX FUND BALANCES AND $680,000 FROM THE ½% CAPITAL GRT FUND FOR A TOTAL AMOUNT OF $1,000,000 TO SUPPORT THE CONSTRUCTION TO REPAIR PONDS AT THE MARTY SANCHEZ GOLF COURSE FOR COMPLIANCE WITH A CORRECTIVE ACTION PLAN.

Approved on consent.

ee. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $150,000 FROM ½% CAPITAL GRT FUND BALANCES FOR AQUATIC MECHANICAL SYSTEMS, MOTORS AND IMPELLER REMODEL AND REPLACEMENT.

Approved on consent.

ff. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT

RESOLUTION (BAR) TO ALLOCATE $100,000 FROM GENERAL FUND BALANCES TO FUND CONTRACTS FOR EXPERTS TO EVALUATE OPTIONS FOR THE SOLDIERS' MONUMENT.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Romero-Wirth, to approve the BAR.

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

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Mayor Webber, yes.

gg. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $1,078,000 FROM GENERAL FUND BALANCES AND $174,850 FROM LODGERS' TAX FUND FOR A TOTAL AMOUNT OF $1,252,850 TO FUND VARIOUS EQUIPMENT, SOFTWARE, GENERAL PLAN CODE UPDATE, AND DEVELOPMENT PROJECTS WITHIN PLANNING AND LAND USE DEPARTMENT.

Approved on consent.

hh. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $3,088,000 FROM GENERAL FUND BALANCES, $350,000 FROM ½% CAPITAL GRT FUND FOR A TOTAL AMOUNT OF $3,438,000 TO SUPPORT AND EXPAND EXISTING HUMAN SERVICES UNDER CONNECT, HOMELESS SOLUTIONS, GUARANTEED INCOME AND IMMIGRATION SUPPORT.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to approve the BAR.

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

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Mayor Webber, yes.

ii. REQUEST FOR APPROVAL TO PURCHASE TWO REAR-LOADING TRUCKS IN THE TOTAL AMOUNT OF $805,068 FROM BOND EQUIPMENT COMPANY.

Approved on consent.

jj. REQUEST APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE AMOUNT OF $150,000 TO FUND TEMPORARY POSITIONS WITHIN

THE PUBLIC UTILITIES DEPARTMENT ADMINISTRATIVE DIVISION.

MOTION A motion was made by Councilor Michael Garcia, seconded by Councilor Faulkner, to postpone this item to the Governing Body meeting on March 12th.

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

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Mayor Webber, yes.

kk. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO ALLOCATE $300,000 FROM GENERAL FUND BALANCES TO FUND THE IMPLEMENTATION OF THE STORAGE OF VIDEO FOOTAGE ON CITY SERVICES.

Approved on consent.

ll. REQUEST FOR APPROVAL OF A CONSTRUCTION CONTRACT WITH PLUMA, LLC FOR ON-CALL GENERAL ELECTRICAL SERVICES IN THE TOTAL AMOUNT OF $649,125 INCLUDING NMGRT FOR A FOUR-YEAR TERM.

Approved on consent.

mm. REQUEST FOR APPROVAL OF A CONSTRUCTION CONTRACT WITH GREAT WESTERN ELECTRICAL FOR ON-CALL GENERAL ELECTRICAL SERVICES IN THE TOTAL AMOUNT OF $649,125 INCLUDING NMGRT FOR A FOUR-YEAR TERM.

Approved on consent.

nn. REQUEST APPROVAL OF BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF $120,000 TO PAY WELLS FARGO BANK CREDIT CARD FEES.

This item was pulled from the agenda by staff.

oo. REQUEST APPROVAL OF AMENDMENT NO. 3 TO ITEM #21-0483 WITH AAC CONSTRUCTION TO CORRECT COMPENSATION LANGUAGE IN AMENDMENT NO. 2 ITEM No. 24-0653.

Approved on consent.

pp. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF $92,737 USING $69,553 OF GRANT FUNDING AND $23,184 OF ROAD IMPACT FEES FROM THE COMPLETE STREETS WIP DESIGN FOR THE SANTA FE RAIL TRAIL INTERSECTION

IMPROVEMENT PROJECT.

Approved on consent.

qq. CONSIDERATION OF RESOLUTION NO. 2025_____. A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS TO THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AS AUTHORIZED BY 49 U.S.C. 53, TITLE 23, UNITED STATES CODE, OR OTHER FEDERAL STATES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.

Approved on consent.

rr. CONSIDERATION OF RESOLUTION NO. 2025_____. A RESOLUTION AUTHORIZING REPRESENTATIVES AND AGENTS FOR AN AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION REGARDING APPROPRIATION ID NUMBER G3169, NEW MEXICO DEPARTMENT OF TRANSPORTATION CONTROL NUMBER C5223169, TO ACQUIRE EASEMENTS AND RIGHTS OF WAY FOR AND TO PLAN, DESIGN, CONSTRUCT, AND REPAIR GOVERNOR MILES ROAD FROM RICHARDS AVENUE TO NIZHONI DRIVE.

Approved on consent.

ss. CONSIDERATION OF RESOLUTION NO. 2025_____. A RESOLUTION AUTHORIZING REPRESENTATIVES AND AGENTS FOR AN AGREEMENT WITH NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION, REGARDING APPROPRIATION NUMBER G 3170, NEW MEXICO DEPARTMENT OF TRANSPORTATION CONTROL NUMBER C5223170. TO ACQUIRE EASEMENTS AND RIGHTS OF WAY FOR AND TO PLAN DESIGN, CONSTRUCT, AND IMPROVE PACHECO STREET, INCLUDING PEDESTRIAN AND BICYCLE IMPROVEMENTS BETWEEN WEST SAN MATEO ROAD AND ALTA VISTA STREET.

Approved on consent.

tt. CONSIDERATION OF RESOLUTION 2025_____. A RESOLUTION AUTHORIZING THE SALE AND CONSUMPTION OF BEER DURING THE 2025 SANTA FE CENTURY ON MAY 17TH AND 18TH, 2025, PURSUANT TO SECTION 23-6.2C SFCC 1987.

Approved on consent.

uu. REQUEST FOR APPROVAL OF WRITTEN FINDINGS OF FACT AND CONCLUSIONS OF LAW REFLECTING THE DECISION BY THE GOVERNING BODY TO PARTIALLY DENY AND PARTIALLY GRANT APPEAL # 2024-8309-APPL OF THE HISTORIC DISTRICT REVIEW BOARD'S STATUS REVIEW OF THE

PROPERTY AT 718 OLD SANTA FE TRAIL IN CASE # 2024-7892-HDRB, BY ASSIGNING SIGNIFICANT STATUS TO APARTMENTS AND NON-CONTRIBUTING STATUS TO TWO CASITAS ON THE PROPERTY.

Approved on consent.

MOTION A motion was made by Councilor Lindell, seconded by Councilor Castro, to move to Petitions From The Floor.

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

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Mayor Webber, yes.

17. PETITIONS FROM THE FLOOR

Stephanie Beninato. Ms. Beninato spoke about appeals ordinance misinterperation

10. ACTION ITEMS: DISCUSSION AGENDA

None.

11. MATTERS FROM THE CITY MANAGER

Heard.

12. MATTERS FROM THE CITY ATTORNEY

Heard.

The City Attorney recommended that the Governing Body go into Executive Session.

A. EXECUTIVE SESSION

IN ACCORDANCE WITH THE NEW MEXICO OPEN MEETINGS ACT, NMSA 1978, SECTION 10-15-1, SUBPARTS (H)(7) AND (8), ATTORNEY - CLIENT PRIVILEGED DISCUSSION OF PENDING AND THREATENED LITIGATION, IN PARTICULAR, THREATENED LITIGATION BY THE ESTATE OF STEPHANIE "GRACEN" COON AND LILI GORDON; AND LITIGATION CHALLENGING TRUMP ADMINISTRATION LIMITATIONS AND REQUIREMENTS ON FEDERAL GRANTS IMPOSED WITHOUT CONGRESSIONAL AUTHORITY AND/OR THAT ARE UNRELATED TO THE PURPOSES OF THE GRANT AND/OR ORDERS THAT VIOLATE THE TENTH AMENDMENT,

INCLUDING *COUNTY AND CITY OF SAN FRANCISCO VS. TRUMP,* 3:25-CV-01350; AND DISCUSSION OF POTENTIAL DISPOSITION OF CITY PROPERTIES, IN PARTICULAR, A 0.25 ACRE PARCEL AT 1522 WEST ALAMEDA AND A 1.85 ACRE PARCEL IDENTIFIED AS APN 99308146, FURTHER WEST ON WEST ALAMEDA.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to enter into Executive Session in accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Subparts (H)(7) and (8).

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

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Mayor Webber, yes.

The Governing Body entered into Executive Session at 7:05 pm.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to reconvene in open session and that no action was taken during Executive Session.

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

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Mayor Webber, yes.

The Governing Body reconvened in open session at 8:16 pm.

13. EXECUTIVE SESSION ACTION ITEMS

a. APPROVAL TO JOIN LITIGATION FILED BY OTHER SIMILARLY SITUATED MUNICIPALITIES AND GOVERNMENT AGENCIES, AND/OR AMICI BRIEFS FILED BY OTHER SIMILARLY SITUATED MUNICIPALITIES AND GOVERNMENT AGENCIES, CHALLENGING THE TRUMP ADMINISTRATION'S (1) IMPOSITION OF LIMITATIONS AND REQUIREMENTS WITHOUT CONGRESSIONAL AUTHORITY IN RELATION TO THE CITY'S ACCESS TO FEDERAL FUNDS; AND/OR (2) IMPOSITION OF LIMITATIONS AND REQUIREMENTS THAT ARE UNRELATED TO THE PURPOSES OF A GRANT; AND/OR (3) ORDERS THAT VIOLATE THE TENTH AMENDMENT OR OTHER CONSTITUTIONAL PROVISIONS THAT PROTECT THE CITY OF SANTA FE; INCLUDING, BUT NOT LIMITED TO, JOINING THE CASE *COUNTY AND CITY OF SAN FRANCISCO VS. TRUMP* 3:25-CV-01350.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor

Castro, to approve joining litigation filed by other similarly situated municipalities and government agencies, and/or amici briefs filed by other similarly situated municipalities and government agencies, challenging the Trump Administration as stated.

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

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Mayor Webber, yes.

b. APPROVAL OF RECOMMENDED ACTION IN RELATION TO THREATENED LITIGATION BY THE ESTATE OF STEPHANIE "GRACEN: COON AND LILI GORDON.

Councilor Chavez recused herself from this item and left the meeting.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to approve the recommended action.

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

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Mayor Webber, yes.

14. MATTERS FROM THE CITY CLERK

Heard.

15. COMMUNICATIONS FROM THE GOVERNING BODY

Heard.

16. INTRODUCTION OF LEGISLATION

a. CONSIDERATION OF RESOLUTION NO. 2025_____. A RESOLUTION AUTHORIZING REPRESENTATIVES AND AGENTS FOR AN AGREEMENT WITH NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION, REGARDING APPROPRIATION ID NUMBER H3360, NEW MEXICO DEPARTMENT OF TRANSPORTATION CONTROL NUMBER C5233360, TO ACQUIRE RIGHTS OF WAY FOR AND TO PLAN, DESIGN AND CONSTRUCT BICYCLE AND PEDESTRIAN IMPROVEMENTS ALONG PACHECO STREET BETWEEN WEST SAN MATEO ROAD AND ALTA VISTA STREET.

Introduced.

b. CONSIDERATION OF RESOLUTION NO. 2025_____. A RESOLUTION AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND WINE IN THE RAILYARD PARK DURING THE 2025 RAILYARD MOVIES IN THE PARK ON MAY 31, 2025; JUNE 28, 2025; JULY 26, 2025; AUGUST 9, 2025; AND AUGUST 23, 2024, PURSUANT TO SUBSECTION 23-6.2c SFCC 1987.

Introduced.

c. CONSIDERATION OF RESOLUTION NO. 2025_____. A RESOLUTION AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND HARD CIDER DURING THE PARTY ON THE PITCH SOCCER TOURNAMENT ON MAY 31, 2025, PURSUANT TO SECTION 23-6.2 C SFCC 1987.

Introduced

d. CONSIDERATION OF RESOLUTION NO. 2025_____. A RESOLUTION APPROVING BUDGET AMENDMENTS FOR THE BUCKMAN DIRECT DIVERSION BOARD AND SANTA FE SOLID WASTE MANAGEMENT AGENCY AND REQUESTING THAT NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION APPROVE THE CITY OF SANTA FE'S SECOND QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2025.

Introduced.

e. CONSIDERATION OF RESOLUTION 2025_____. A RESOLUTION AUTHORIZING REPRESENTATIVES AND AGENTS FOR AN AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION, REGARDING APPROPRIATION ID NUMBER H3359, NEW MEXICO DEPARTMENT OF TRANSPORTATION CONTROL NUMBER C52333359, TO ACQUIRE RIGHTS OF WAY AND TO PLAN, DESIGN, CONSTRUCT, AND IMPROVE GOVERNOR MILES ROAD FROM RICHARDS AVENUE TO NIZHONI DRIVE.

Introduced.

f. CONSIDERATION OF BILL NO. 2025-4, ADOPTION OF ORDINANCE NO. 2025_____. A BILL AMENDING ORDINANCE NO. 2024-6 TO APPROVE THREE INDIVIDUAL LOAN AGREEMENTS WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT TO BE PAID WITH REVENUES FROM EACH SYSTEM, RESPECTIVELY; (1) A WASTEWATER PROJECT LOAN AGREEMENT; (2) A WATER PROJECT LOAN AGREEMENT; AND (3) A SOLID WASTE COLLECTION PROJECT LOAN AGREEMENT; INCORPORATING DEFECTIONS AND COVENANTS RELATING TO WASTEWATER, WATER, AND WASTE WATER SYSTEM DEBT OBLIGATIONS IN EACH LOAN AGREEMENT, RESPECTIVELY, BY REFERENCE HEREIN; RATIFYING PRIOR ACTION CONSISTENT WITH PROVISIONS HEREOF; AND REPEALING PRIOR ACTION INCONSTANT WITH THE PROVISIONS HEREOF, BUT ONLY TO THE EXTENT OF SUCH INCONSISTENCY.

Introduced.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Chavez, to amend the Committee Review to show that the final Governing Body review will be April 9, 2025 rather than as shown on the agenda.

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

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Mayor Webber, yes.

g. CONSIDERATION OF BILL NO. 2025-9. ADOPTION OF ORDINANCE NO. 2025_____. A BILL AMENDING SECTION 11-14.5 OF THE ECONOMIC DEVELOPMENT FUND ORDINANCE TO CHANGE THE SUNSET DATE FOR DEPOSITING CERTAIN LAND SALE REVENUES IN THE AFFORDABLE HOUSING TRUST FUND FROM DECEMBER 31, 2025, TO DECEMBER 31, 2030.

Introduced.

h. CONSIDERATION OF BILL NO. 2025-7. ADOPTION OF ORDINANCE NO. 2025-_____. A BILL REGARDING ANNUAL BUDGETS INCLUDING MULTI-YEAR APPROPRIATIONS; AMENDING SECTION 11-2.1 TO CONFORM WITH THE CITY'S CHARTER; ESTABLISH MULTI-YEAR APPROPRIATIONS FOR CAPITAL OUTLAY, GRANT-FUNDED PROJECTS, AND "SPECIAL APPROPRIATIONS", AND. EFFECTIVE DECEMBER 31, 2025, AMENDING SECTION 11-2.4 TO SUNSET THE FINANCE DIRECTOR'S BUDGET AMENDMENT AUTHORITY TO CARRY OVER CERTAIN UNEXPENDED APPROPRIATIONS INTO THE NEXT FISCAL YEAR.

Introduced.

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

None.

19. FINAL ACTION ON LEGISLATION (PUBLIC HEARING)

a. CONSIDERATION OF BILL NO. 2024-18. ADOPTION OF ORDINANCE NO. 2025_____. A BILL RELATING TO CITY ADMINISTRATION AMENDING SECTION 2-8, SFCC 1987 TO CHANGE THE TITLE FROM "COMMUNITY HEALTH AND SAFETY DEPARTMENT" TO "HEALTH AND HUMAN SERVICES DEPARTMENT", REMOVE THE POLICE DEPARTMENT AND THE FIRE DEPARTMENT FROM THAT SECTION; AND CREATE TWO NEW SECTIONS, 2-8.8 AND 2-8.9, FOR THE POLICE DEPARTMENT AND FIRE DEPARTMENT,

RESPECTIVELY.

PUBLIC COMMENT

Greg Weiger. Mr. Weiger spoke in opposition to Bill No. 2024-18.

Eric Schultz. Mr. Schultz spoke in opposition to Bill No. 2024-18.

John Paul Granillo. Mr. Granillo asked that the Governing Body table this item.

Stephanie Beninato. Mr. Beninato spoke in opposition to Bill No. 2024-18.

Mikkeal Onanda. Mr. Onanda spoke in opposition to Bill No. 2024-18.

MOTION A motion was made by Councilor Castro, seconded by Councilor Faulkner, to deny approval of Bill No. 2024-18.
MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to move Amendment 1 to the Bill.
VOTE The motion passed on a roll call vote as follows:

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Mayor Webber, yes.

Vote on motion to deny approval.

VOTE The motion failed on a roll call vote of 1 yes, 8 no, as follows:

Councilor Lindell, no; Councilor Cassutt, no; Councilor Castro, yes; Councilor Chavez, no; Councilor Faulkner, no; Councilor Lee Garcia, no; Councilor Michael Garcia, no; Councilor Romero-Wirth, no; Mayor Webber, no.

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Faulkner, to approve Bill No. 2024-18 as amended.

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

Councilor Lindell, yes; Councilor Cassutt, yes; Councilor Castro, no; Councilor Chavez, yes; Councilor Faulkner, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Romero-Wirth, yes; Mayor Webber, yes.

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

None.

21. APPOINTMENTS

None.

22. ADJOURN

There being no further business before the Governing Body, the meeting adjourned at 10:05 pm.

Approved By:

_____
Mayor Alan Webber

Attested To By:

_____
Andrea Salazar, City Clerk

Respectfully Submitted By:

Elizabeth Martin
Elizabeth Martin (Mar 7, 2025 15:21 MST)

_____
Elizabeth Martin, Stenographer

GOVERNING BODY MEETING
EXECUTIVE SESSION
February 26, 2025

The Governing Body of the City of Santa Fe met in an executive session duly called on February 26, 2025, beginning at 7:16 p.m.

The following was discussed:

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Subparts (H)(7) and (8), Attorney-Client Privileged Discussion of Pending and Threatened Litigation, in Particular, Threatened Litigation by the Estate of Stephanie "Gracen" Coon and Lili Gordon; and Litigation Challenging Trump Administration Limitations and Requirements on Federal Grants Imposed without Congressional Authority and/or that are Unrelated to the Purposes of the Grant and/or Orders that Violate the Tenth Amendment, Including *County and City of San Francisco vs. Trump*, 3:25-CV-01350; and Discussion of Potential Disposition of City Properties, in Particular, a 0.25 Acre Parcel at 1522 West Alameda and a 1.85 Acre Parcel Identified as APN 99308146, Further West on West Alameda; and 1616 Paseo de Peralta. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov).

PRESENT
Mayor Webber
Councilor Lindell
Councilor Castro (Left at 8:10pm)
Councilor M. Garcia (Left at 7:40pm and came back at 7:45pm)
Councilor Romero-Wirth
Councilor L. Garcia
Councilor Faulkner
Councilor Cassutt
Councilor Chavez (Left at 7:48pm)

STAFF PRESENT
Mark Scott, Interim City Manager
Erin McSherry City Attorney
Andréa Salazar, City Clerk/Director of Community Engagement
Terry Lease, Asset Development Manager (Arrived at 7:16pm and left at 7:29pm)
Johanna Nelson, Office of Economic Development Director (Arrived at 7:16pm and left at 7:29pm)
Chris Ryan, Assistant City Attorney (Arrived at 7:46pm)
Carlos Quinones (Arrived at 7:48pm)

There being no further business to discuss, the executive session was adjourned at 8:14 p.m.

ANDREA SALAZAR (Feb 27, 2025 11:21 MST)

Andréa Salazar, City Clerk/Director of Community Engagement

02-26-24 Executive Session

Final Audit Report 2025-02-27

Created:	2025-02-27
By:	GERALYN CARDENAS (gfcardenas@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwfacVjdksAv_1YF4XMsd2WyvIN641cPp

"02-26-24 Executive Session" History

Document created by GERALYN CARDENAS (gfcardenas@santafenm.gov)
2025-02-27 - 6:13:35 PM GMT- IP address: 63.232.20.2

Document emailed to ANDREA SALAZAR (asalazar@santafenm.gov) for signature
2025-02-27 - 6:13:49 PM GMT

Email viewed by ANDREA SALAZAR (asalazar@santafenm.gov)
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Document e-signed by ANDREA SALAZAR (asalazar@santafenm.gov)
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Agreement completed.
2025-02-27 - 6:21:15 PM GMT

CITY OF SANTA FE

Date: January 30, 2025

To: Governing Body

From: Caryn Grosse, PMP, Public Works Project Manager III

Via: Regina Wheeler, Public Works Department Director RW (Jan 31, 2025 12:50 MST)
Sam Burnett, Facilities Division Director JOHN BURNETT (Jan 31, 2025 11:01 MST)

Subject: On-Call HVAC, Mechanical & Plumbing Services

Vendor Name: McDowell Mechanical LLC

Vendor Number: 10295

ACTION:
Request for Approval of a Construction Contract with McDowell Mechanical LLC in the Total Amount of $10,818,750 Including NMGRT for On-Call Mechanical and Plumbing Services Through December 31, 2029. (Caryn Grosse, Public Works Project Manager III; clgrosse@santafenm.gov)

CONTRACT NUMBER:
The FY25 Munis contract number is 3250353.

BACKGROUND AND SUMMARY:
The Public Works Department Facilities Division uses on-call services to augment the skills, licensure, and capacity of staff to address facility issues and emergencies in a timely, safe, and compliant manner. The Facilities Division typically maintains on-call contracts for general contracting, mechanical, electrical, plumbing, roofing, remediation, and landscaping services.

In accordance with the Invitation to Bid for City-Wide, On-Call Mechanical and Plumbing Services (ITB# 25041), two (2) responses were submitted from the following Offerors: McDowell Mechanical LLC and B&D Industries, Inc. Both contractors were responsive, and both have been selected for contract awards.

On-call contracts are not a guarantee of payment. These contracts are only used, and purchase orders issued, as needs arise and funding is available. The $10,818,750 (including 8.1875% NMGRT) maximum for this contract is based on anticipated needs over the next five years.

ATTACHMENTS:
Construction Contract
Certificate of Insurance
CPO Determination

PROCUREMENT METHOD:
The procurement method for this contract is the Invitation to Bid dated 10/11/2024, ITB# 25041.

Chief Procurement Officer (CPO) / Designee: _____ Date: Feb 12, 2025
CPO Comment/Exceptions: Procured via ITB

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

Budget Officer / Designee: Andy Hopkins Date: Feb 5, 2025
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:
Does this purchase require any of the following associated approvals? ☒ Yes | ☐ No
(ITT, Vehicles/Fleet, Facilities, Asset or Grant Review)

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

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

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

Capital Asset* or Project ☒ Yes | ☐ No**
Project Ledger #: various
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: Not considered an Asset by Josie Bolden

Is this a Grant Funded Purchase? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Department Contract Administrator Contact Info:
Elizabeth L. Kahahane (elkahahane@santafenm.gov)

Item #: _____
Munis Contract #: 3250353
ITB #: 25041

CITY OF SANTA FE

CONSTRUCTION CONTRACT

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

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

A. The Contractor shall perform the following work:

Mechanical/HVAC:

The work may include all preparation work needed to properly install new HVAC or to repair or upgrade the existing HVAC systems. Work to include, but not be limited to installation of new or relocation of existing diffusers, grilles and registers; installation of all new or relocation of existing vents, flues, and outside air ducts; installation of new or relocation of existing thermostats; installation of new or relocation of supply and return air ducts; installation of new or relocation of existing heating and/or cooling units; and similar, related HVAC work. Work is to include balancing of HVAC systems, including heat loss/ heat gain calculations needed to provide the CFM deliveries for the areas served by the HVAC system. Work may also include the installation concrete pads and surrounding walls for the equipment as well as trenching. Work may include proper weather seal and restoration to exterior duct work and equipment connections. Any repair work to existing structures, roofs, sidewalks, or roads to install the systems is included. Any plumbing or electrical support to make the systems function will be included.

Contractor will provide employees, contractors, or agents to service EPA regulated refrigerants in HVAC units with a valid EPA Section 608 Certification covering the applicable refrigerant. The Contractor/subcontractor will assume responsibility for all EPA fines including those attributable to the Using Agency if the Contactor/subcontractor is found to be illegally, intentionally, or accidently releasing any regulated refrigerant. Prior to working on any regulated refrigerant-containing equipment, the Contractor/subcontractor shall provide a written statement certifying that they will use EPA-certified refrigerant recovery and recycling equipment when applicable.

Plumbing:

The work may include all preparation work needed to properly install new plumbing work, troubleshooting plumbing issues; making repairs to gas lines, sewer lines, water lines; drain cleaning; leak detection; valve replacements, installing fixtures such as faucets, toilets, water fountains; repairing or replacing pumps, boilers and water heating equipment, installation of new plumbing fixtures, water heaters, electric water coolers, sanitizing existing water lines, rodding and clearing of sewer lines, replacement of damaged or defective sewer lines, installation of new domestic water lines, hydrants, fire sprinkler/suppression systems, natural gas work, HVAC and any other plumbing related work.

Other:

Any repair work to existing structures, roofs, sidewalks and roads needed to install the systems is included. Trenching for exterior lines is included as well as patching/paving of roads, buildings and sidewalks that have been demolished in the process of the construction.

Contractor:

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

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

The Contractor shall follow the Occupational Safety and Health Act (OSHA) 29 CFR 1910.147 Standard pertaining to "Lockout/Tagout" procedures for hazardous energy. Any work involving disconnect or switching of electrical service to a work area shall utilize LOCKOUT/TAGOUT identification practices.

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

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

Replacement systems and related equipment shall meet current minimum "Energy Star" energy conservation standards.

Markups for adding subcontractor costs or to cover general conditions (administrative costs and other related expenses) may be negotiated with the City, and approved solely by the City, on a project-by-project basis. Markups cannot be "cost plus a percentage" and must be "cost plus a bulk fee".

The cost of the subcontractor will be added at time of invoicing as a separate item to be paid by the City.

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

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

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

The Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives. This responsibility shall include, but is not limited to, adherence to Uniform Plumbing Code (UPC), City and state laws, the International Building Code (IBC) and the New Mexico building codes. and other codes, as adopted by the State of New Mexico. The Contractor shall be responsible for all permits associated with this work as required by the governmental Authority Having Jurisdiction (AHJ).

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

Identification and abatement of asbestos containing materials (ACM) may be performed under separate contracts and is outside the scope of the work of this Contract unless this work is specifically requested in the Task Order and subcontracted.

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

Contractor shall be capable of providing all new or upgrades to the existing plumbing/mechanical service and systems, diagnostic services, perform trouble shooting services for the City, coordinate and supervise plumbing/mechanical services that may include renovations, upgrade and improvement projects and to provide new plumbing/mechanical services. The Contractor shall prepare quotes for all costs and

services needed to perform the work required, in compliance with applicable national and state codes. The scope of an individual project may include equipment and fixtures whether attached or not to the building. It can include site and utility work. The utility work can include building geothermal systems. It may also include demolition and abatement projects. It can include security and other low voltage installations with related controls and equipment.

All material shall be new and of the highest quality available for the type of work being performed.

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

“Material Cost" shall be defined as Manufacturer’s Suggested Retail Price (MSRP). Contractor may, at its sole discretion, provide the City with a bulk rate discount off the Manufacturer’s Suggested Retail Price (MSRP). Bulk rate markups on materials and sub-contractors may be negotiated with and approved by the City’s Facilities Director or Director of Public Works, on a project-by-project basis. Markups cannot be ‘cost plus a percentage’ and must be ‘cost plus a bulk fee’.

If the Contractor is requesting reimbursement for materials used on the work, documentation showing MSRP for the materials must be included when submitting invoices/pay applications.

The City reserves the right to obtain quotes from multiple vendors for each Task Order and award the Task Order to a contractor based on the quotes.

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

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

Clean Up and Storage:

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

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

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

D. Storage of materials and construction equipment shall be coordinated with the City. All hazardous and non-hazardous constructions debris shall be removed from the work areas and disposed of at an approved waste disposal site.

Task Order:

Contractor shall accept all Task Orders from the director of the City of Santa Fe Public Works, Facilities Division ("Facilities Director"). Contractor shall accept Task Orders from other City of Santa Fe staff only with written approval of the scope of work, from the Facilities Division Director.

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

Upon receiving the City's Task Order, the Contractor shall promptly visit the site and compare the scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this Contract. The Contractor will be required to provide a written quote (based upon the rates submitted in the Bid Form) and cost summary to include the work to be performed and the amount of time required for the completion of the project and submit to the City at no cost to the City. Project schedules, negotiated price, and completion dates shall be determined on a project-by-project basis and dependent upon the urgency of that task. Failure to respond to Task Orders may be grounds for termination of this Agreement. The Contractor shall not commence work until the City's Facilities Director or Director of Public Works provides a Notice to Proceed.

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

Other Construction Related Terms and Conditions:

Mediation:

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

which shall be stayed pending mediation for a period of **sixty (60) days** from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

Inspection of Work:

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

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

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

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

D. 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 Task Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements, the City may require the Contractor to re-perform the services in conformity with the requirements at no increase in Task Order 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; and
2. reduce the Task Order price to reflect the reduced value of the services performed.

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

1. by Agreement 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. cancel the Task Order for default.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE TASK ORDER/CONTRACT.

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 as the City may determine. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized.

If at any time there is a delay in the critical path of a Task Order due to postponement by the Contractor or a subcontractor, or an increase in the price, or due to the Contractor's failure to perform work according to the schedule approved in the Task Order and Notice to Proceed, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Contract Price.

Permits and Fees:

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

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

C. Any Certificates of Inspection, use and occupancy required under law will be delivered to the City upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule for the Work. Contractor shall deliver a photocopy of the Building Permit to the Design Professional and City as soon as it is obtained.

Schedule, Progress Meetings and Reports:

A. The Contractor, promptly upon receiving a Notice to Proceed issued by the Facilities Director or Director of Public Works and before the first payment application, shall prepare and submit for the City's information a Critical Path Construction Schedule for the Work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the Task Order or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values. An updated schedule shall be presented with any change orders, and an updated schedule shall be presented if requested by the City's .Project Manager.

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

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

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

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

Close-out Requirements:

The Contractor shall submit to the City a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion including Close-Out requirements. The punch list of incomplete or inadequate work shall also be submitted when the work is

substantially complete. Failure to include any item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

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

A. Work associated with Punch List(s);

B. Testing, balance or performance operations complete and in agreement that associated work is in compliance with the Contract Documents;

C. One hard copy and one electronic copy in .pdf format of final approved test, balance or performance report(s) complete with directory of contents submitted to City;

D. As-Built drawings delivered in AutoCAD or electronic format;

E. Written certification of delivery and stocking of extra material, equipment or components required by the Task Order at a location established by the City;

F. Delivery of all warranties required by the Work;

G. All keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;

H. Training of staff on all applicable building systems;

I. All Storm Water Pollution Prevention Permits (SWPPP) have been updated or closed;

J. Utility transfer to City;

K. Operations and Maintenance Manuals;

L. A certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

Warranty:

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

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

Minimum Requirements of Qualifications:

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

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

Compensation

A. The total amount payable to the Contractor under this Contract, shall not exceed $10,000,000.00 plus New Mexico gross receipts tax for the term of this Contract. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling ($818,750) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed ($10,818,750). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

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

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

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

2. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **December 31, 2029**. 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. Termination

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

material breach of this Contract.

B. Notice; City Opportunity to Cure.

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

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

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

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

4. 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.

5. Status of Contractor

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

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

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 Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

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

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

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

13. Amendment

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

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

14. 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 Facilities Director or Director of Public Works. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

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

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

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

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

15. 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 **ITB # 25041** 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.

16. 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.

17. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this 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.

18. 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.

19. Workers Compensation

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

20. Other Insurance

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

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

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

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

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

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 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

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 Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. 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.

24. 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.

25. 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.

26. 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:
Caryn Grosse, PMP
Facilities Project Manager III
City of Santa Fe
2651 Siringo Road, Bldg E/PO Box 909
Santa Fe, NM 87504
clgrosse@santafenm.gov
505-955-5938

To the Contractor:
Kenneth McDowell
Owner
McDowell Mechanical LLC
13 Los Pinos Road
Santa Fe, NM 87507
mcdowellmechanicalsf@gmail.com
505-204-9855

27. Authority

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

28. 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.

29. 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.

30. 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.

31. General and Special Provisions

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

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

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

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

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

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

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

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

I. 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.

J. 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.

K. Pursuant to NMSA 1978, section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit bribes,

kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR: McDowell Mechanical LLC

KENNETH McDowell (Jan 21, 2025 04:11 MST)
KENNETH MCDOWELL, OWNER

DATE: Jan 21, 2025
NMBTIN#: 03-583887-00-6

ATTEST:

_____
ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jan 21, 2025 13:09 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

Constr_Contract_McDowell_OnCall_ITB_Mech Plumb-Final CAO

Final Audit Report 2025-01-21

Created:	2025-01-10
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA03PMU2E0NMO2IjJiQFgkmeLHWrbzMORP

"Constr_Contract_McDowell_OnCall_ITB_Mech Plumb-Final CAO" History

Document created by Amy Cawthon (amcawthon@santafenm.gov)
2025-01-10 - 11:30:17 PM GMT- IP address: 63.232.20.2

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Document e-signed by KENNETH McDowell (mcdowellmechanicalsf@gmail.com)
Signature Date: 2025-01-21 - 11:11:37 AM GMT - Time Source: server- IP address: 98.97.116.178

Document emailed to klnault@santafenm.gov for signature
2025-01-21 - 11:11:38 AM GMT

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2025-01-21 - 8:09:03 PM GMT- IP address: 104.47.65.254

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2025-01-21 - 8:09:38 PM GMT- IP address: 63.232.20.2

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2025-01-21 - 8:09:40 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-01-21 - 8:09:40 PM GMT

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/11/2024

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

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

PRODUCER	CONTACT NAME: Info Info	
Info Info Coterie Insurance	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: info@coterieinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Spinnaker Insurance Company	24376
INSURED	INSURER B :	
MCDOWELL MECHANICAL LLC PO Box 6771 Santa Fe, NM 87502-6771	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		csg-00112688-01	10/19/2024	10/19/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Certificate holder is named as an additional insured.

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

David McFarland

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/11/2024

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

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PRODUCER BIBERK P.O. Box 113247 Stamford, CT 06911	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 844-472-0967 **FAX (A/C, No):** 203-654-3613 **E-MAIL ADDRESS:** customerservice@biBERK.com
INSURED kenneth mcdowell po box 6771 Santa Fe, NM 87502	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Berkshire Hathaway Direct Insurance Company — 10391 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 0
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 0
							MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 0
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 0
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		N9WC684889	02/17/2024	02/17/2025	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate	

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

CERTIFICATE HOLDER

City of Santa fe
Po Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/21/2024

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

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

PRODUCER	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing	
Progressive Insurance PO Box 94739, Cleveland, OH 44101	PHONE (A/C, No, Ext): 1-800-444-4487	FAX (A/C, No):
	E-MAIL ADDRESS: progressivecommercial@email.progressive.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : United Financial Casualty Company	11770
INSURED	INSURER B :	
MCDOWELL MECHANICAL, LLC 82 La Pradera Santa Fe, NM 87508	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 645849621982427768D122124T050232 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☒ ANY AUTO							
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	N	N	990815102	12/20/2024	12/20/2025	BODILY INJURY (Per person)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	See ACORD 101 for additional coverage details.	N	N	990815102	12/20/2024	12/20/2025	$	

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

CERTIFICATE HOLDER

City of Santa Fe
Kenneth mcdowell
Po box 909
Santa fe, NM 87505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mark Pace

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Progressive Insurance	MCDOWELL MECHANICAL, LLC 82 La Pradera Santa Fe, NM 87508
POLICY NUMBER 990815102	
CARRIER / **NAIC CODE** United Financial Casualty Company / 11770	**EFFECTIVE DATE:** 12/20/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Description of Location/Vehicles/Special Items

Scheduled autos only

2001 CHEVROLET TAHOE 1GNEK13T11J118461

2021 FORD F150 1FTFW1E58MFB95979

Comprehensive	$1,000 Ded
Collision	$1,000 Ded

Liability coverage may not apply to all scheduled vehicles.

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City of Santa Fe, New Mexico

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

Alan Webber, Mayor

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

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket ***services'*** determination and is valid until June 30, 2025, 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, a specific determination 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
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service
- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination

General Services (continued):

- 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
- 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
- Marine equipment inspection, certification, and repair

General Services (continued):

- 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
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Vehicle inspection, lubricating, and repair services
- 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)
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management

Professional Services (Continued):

- Information Technology Programming
- Information Technology Risk Assessment
- Insurance Adjusters
- 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
- Network Cybersecurity Services
- Network Installation
- Planners
- Policy Advisors
- 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.)
- Speech writers
- Statisticians

Professional Services (Continued):

- 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)
- 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
- 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: 11/21/2024

Emily Oster, Finance Director

Emily K. Oster

Date: 11/26/2024

Blanket Services Determination

Final Audit Report 2024-11-26

Created:	2024-11-21
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqgOwaNI_DZmo99HuXiloJc1Cdxp6T9hq

"Blanket Services Determination" History

Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
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Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
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Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
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Agreement completed.
2024-11-26 - 7:52:49 PM GMT

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Contract Packet_McDowell_on-call MechPlumb ITB_01 23 2025_CG3 ELK2 SB RAW

Final Audit Report 2025-01-31

Created:	2025-01-30
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKfeGVIAUcs5-6wP1T9VOEejYyC7ZsE90

"Contract Packet_McDowell_on-call MechPlumb ITB_01 23 2025_CG3 ELK2 SB RAW" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-01-30 - 10:49:05 PM GMT- IP address: 63.232.20.2

Document emailed to CARYN GROSSE (clgrosse@santafenm.gov) for signature
2025-01-30 - 10:50:47 PM GMT

Email viewed by CARYN GROSSE (clgrosse@santafenm.gov)
2025-01-31 - 5:06:11 AM GMT- IP address: 174.240.18.85

Document e-signed by CARYN GROSSE (clgrosse@santafenm.gov)
Signature Date: 2025-01-31 - 5:15:44 PM GMT - Time Source: server- IP address: 174.240.16.113

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-01-31 - 5:15:47 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2025-01-31 - 6:01:24 PM GMT- IP address: 63.232.20.2

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2025-01-31 - 6:01:40 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2025-01-31 - 6:01:42 PM GMT

Email viewed by rawheeler@santafenm.gov
2025-01-31 - 7:49:56 PM GMT- IP address: 104.47.64.254

Signer rawheeler@santafenm.gov entered name at signing as RW
2025-01-31 - 7:50:23 PM GMT- IP address: 63.232.20.2

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Document e-signed by RW (rawheeler@santafenm.gov)

Signature Date: 2025-01-31 - 7:50:25 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-01-31 - 7:50:25 PM GMT

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Contract Packet_McDowell_on-call MechPlumb ITB_01 23 2025_CG3 ELK2 SB RAW

Final Audit Report 2025-02-07

Created:	2025-02-05
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAPUznaOUzxuxGYgk4z9eSpeoseQUaiuhH

"Contract Packet_McDowell_on-call MechPlumb ITB_01 23 2025_CG3 ELK2 SB RAW" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2025-02-05 - 7:05:32 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-02-05 - 7:16:42 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-02-05 - 9:02:53 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-02-05 - 9:03:13 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Josie Bolden (jxbolden@santafenm.gov) for signature
2025-02-05 - 9:03:16 PM GMT

Email viewed by Josie Bolden (jxbolden@santafenm.gov)
2025-02-06 - 7:46:05 PM GMT- IP address: 104.47.64.254

Document canceled by Kristy Miera (kamiera@santafenm.gov)
Cancel reason: It has been determined by BURNETT, SAM that a signature from Josie Bolden is not required (as on-call contracts are not capitalized) for Page 2 of the memo within the packets.
2025-02-07 - 9:41:54 PM GMT- IP address: 63.232.20.2

Contract Packet_McDowell_on-call MechPlumb ITB_01 23 2025_CG3 ELK2 SB RAW

Final Audit Report 2025-02-08

Created:	2025-02-07
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAvlTvlbaCaTzuOH5Q011CjleOlou6cEfA

"Contract Packet_McDowell_on-call MechPlumb ITB_01 23 2025_CG3 ELK2 SB RAW" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2025-02-07 - 9:43:50 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
2025-02-07 - 9:49:01 PM GMT

Document declined by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Decline reason: already signed this
2025-02-08 - 0:03:29 AM GMT- IP address: 63.232.20.2

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Contract Packet_McDowell_on-call MechPlumb ITB_01 23 2025_CG3 ELK2 SB RAW (1)

Final Audit Report 2025-02-10

Created:	2025-02-08
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAmLOECO_CiApluobTvocBE_STNc1GWF-D

"Contract Packet_McDowell_on-call MechPlumb ITB_01 23 2025_CG3 ELK2 SB RAW (1)" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2025-02-08 - 0:08:20 AM 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
2025-02-08 - 0:11:02 AM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-02-10 - 7:33:21 AM GMT- IP address: 172.224.247.17

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2025-02-10 - 3:54:10 PM GMT- IP address: 73.228.7.52

Document declined by JoAnn Lovato (jdlovato@santafenm.gov)
Decline reason: Missing Horizons declination. When using the blanket determination memo, please highlight the service you are using if listed.
2025-02-10 - 7:19:24 PM GMT- IP address: 63.232.20.2

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Services Offered to the City of Santa Fe (2025)

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

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

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

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

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

Horizons_of_New_Mexico_Services_for_the_City_of_Santa_Fe_2025

Final Audit Report 2025-02-16

Created:	2025-02-11
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnQS6EKhtq_SME01VNvNRFp9bYuiKd6Ec

"Horizons_of_New_Mexico_Services_for_the_City_of_Santa_Fe_2025" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2025-02-11 - 5:43:16 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
2025-02-11 - 5:54:26 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-02-11 - 5:55:49 PM GMT- IP address: 63.232.20.2

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2025-02-12 - 4:57:09 PM GMT- IP address: 63.232.20.2

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2025-02-12 - 5:01:22 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-02-12 - 5:01:25 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-02-16 - 6:57:45 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-02-16 - 7:04:05 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-02-16 - 7:04:05 PM GMT

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CITY OF SANTA FE

Date: February 21, 2025

To: Governing Body

Regina Wheeler
Regina Wheeler (Feb 21, 2025 09:24 MST)

From: Regina Wheeler, Public Works Department Director

ACTION:
Request Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,000,000 From FY25 Complete Streets One Time Funding in Professional Contracts to Complete Streets WIP Design and WIP Construction for the Citywide Sidewalk Improvement Program. (Regina Wheeler, Public Works Director; rawheeler@santafenm.gov)

BACKGROUND AND SUMMARY:
This request puts the one-time fund funding investment of $1 million for repairs and replacements of city sidewalks to increase community health, pedestrian safety and improve accessibility, compliance and reduce risk losses due to trips and falls into a capital project category.

Funding Source: FY 25 One-Time Funding from General Fund
Fund Name/Number: CIP Streets / 330
Munis Org Name/Number: Streets Roadways / 3309980
Munis Expenditure Object Name/Number: WIP Design/572960; WIP Construction / 572970
Project Ledger Number: PWD2510013

ATTACHMENTS:
BAR

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Streets/Roadways CIP	2/21/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design - Citywide Sidewalks CIP	3309980	572960	PWD2510013-Design	116,710	
WIP Construction - Citywide Sidewalks CIP	3309980	572970	PWD2510013-Construct	883,290	
Professional Contracts - Complete Streets	1000471	510300			(1,000,000)
Capital Transfer to Streets/Roadways CIP	1000471	760330		1,000,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Capital Transfer From Gen Fund	3309980	660100	PWD2510013	(1,000,000)	
				$ 1,000,000	$ (1,000,000)

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

Reallocate FY 25 One Time Funding in the total Amount of $1,000,000 from Complete Streets Operating Budget to Complete Streets CIP Budget for the Citywide Sidewalk Improvement Program, previously approved by Governing Body on 08/14/2024 (Item 9z).

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	1,000,000
330	(1,000,000)
TOTAL:	**0**

Halona Crowe 2/21/2025
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
Budget Officer Date

Division Director Date

Regina Wheeler
Regina Wheeler (Feb 21, 2025 09:24 MST)
Department Director Signature Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Memo - FY 25 BAR Complete Streets Sidewalk CIP Program

Final Audit Report 2025-02-21

Created:	2025-02-21
By:	Halona Crowe (hcrowe@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAt6cLYsap3ZdcoH23bdUFRxwJJOO0Wnnm

"Memo - FY 25 BAR Complete Streets Sidewalk CIP Program" History

Document created by Halona Crowe (hcrowe@santafenm.gov)
2025-02-21 - 3:45:24 PM GMT- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2025-02-21 - 3:46:53 PM GMT

Email viewed by rawheeler@santafenm.gov
2025-02-21 - 4:24:22 PM GMT- IP address: 104.47.65.254

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2025-02-21 - 4:24:33 PM GMT- IP address: 63.232.20.2

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2025-02-21 - 4:24:35 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
2025-02-21 - 4:24:36 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-02-21 - 6:37:36 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-02-21 - 6:47:34 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-02-21 - 6:47:34 PM GMT

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CITY OF SANTA FE

The Purchasing Memo

Date: February 19, 2025

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

From: Randy Lopez, Transmission & Distribution Supervisor

Via: Jesse Roach, Interim Public Utilities Director

Jonathan Montoya, Interim Water Division Director

Subject: Meter Calibration & Testing Service

Vendor Name: Pure Operations LLC

Munis Vendor Number: 4398

ITEM AND ISSUE:

Transmission & Distribution respectfully requests your review and approval for FY 24 to FY 28 for Meter Calibration & testing Service for the City of Santa Fe Water Division contract for Pure Operations LLC, contract will be for 4 years with funding to be approved yearly. Funding in the amount of $112,300.00 per year plus gross receipts tax of $9, 194.56, a total amount $485,978.24 for 4 years.

CONTRACT NUMBER:

The Munis contract number is 3250437

BACKGROUND AND SUMMARY:

Transmission & Distribution received 3 quotes for large meter testing, (please see attached quotes) Pure Operations LLC was the lowest quote that came in. Transmission & Distribution would like to award the 4-year contract to Pure Operations LLC for large meter testing and repair. This is a requirement contract with the American Water Works Association (AWWA) Compliance for water account accuracy, water loss and correct billing information. The contract will be written for 4 years, but funding will be approved every year as needed. Total amount is $112,300.00 and New Mexico GRT will be $9,194.56, in full will be $121,494.56, total amount for the 4 years is $485,978.24, FY 24 to FY 28

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: 550

Munis Org Name/Number: 5050386

Munis Object Name/Number: 520150

Budget Officer / Designee: Andy Hopkins **Date:**_____

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Chief Procurement Officer (CPO) / Designee: _____ **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:

Horizons declination
CPO Service Determination Email
Procurement document: ITB
Vendor's Quote (Note: proposals and Evaluation Committee Reports shall only be emailed (by CPD) to the committee directly, not included in this packet.)
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
General Services Contract

CITY OF SANTA FE
GENERAL SERVICES CONTRACT
Meter Calibration, Testing, Repairs and Reporting Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **Pure Operations LLC** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. **Scope of Work**

A. The Contractor shall perform the following work:

The services will include managing large distribution meters ranging in size from 2" to 10" for the City and will also include services for a city/county joint venture known as the Buckman Direct Diversion. Buckman Direct Diversion currently has twenty seven (27) meters ranging in size from 1.5" to 30". Testing will be conducted on a quarterly basis upon the request of the City. All meters will be tested for the following as required.

a) Testing by comparative method utilizing a certified test meter, all meter registers and meters requiring Advanced Metering Infrastructure (AMI) or Automatic Meter Reading (AMR).
b) Provide electromagnetic flowmeter flow verifications for Endress Hauser, Krohne and Badger production meters to manufacture operating parameters meters/tolerance via manufactures approved method. The contractor will inform the City of any failed units along with a recommended solution to maintain compliance.
c) Meter inspection & proper accuracy (high, mid, and low flow based on manufacture specification).
d) Meter repairs as required.
e) Meter parts and accessories.
f) Meter calibration and re-calibration in accordance with American Water Work Association (AWWA).
g) Replacement of meters which cannot be repaired or cannot be calibrated to AWWA standard.
h) Flow sizing accuracy includes problems arising from improper sizing.
i) Calculation of annual water loss for each meter at the tier rates.
j) Ultra sonic testing as required.

The Contractor must track and report to the City within one month of providing the services. The report must be delivered in hard-copy form and in an electronic version. A report at the end of each fiscal year needs

to be provided to include all work performed within the fiscal year, the City's fiscal year is from July1, through June 30 of any subsequent year.

The Contractor shall provide a recommendation to the City for the replacement of the meters. The City will review and provide approval or rejection of recommended replacements. The Contractor will not replace the meters without the City representative or designee written approval.

It will be the Contractors responsibility to meet Federal, State, and City regulatory requirements for all safety requirements, including but not limited to entry to confined space in accordance with Occupational Safety Health Association (OSHA) regulations.

Contractors must provide proof of the following Licenses and Certifications.

a) Must have a level 3 New Mexico Utility Operator Certification (UCOP) to work on city meters.
b) New Mexico Contractor License.
c) Certified confined space entry which meets Federal, State and Local Regulations.

3. **Compensation**

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

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

Commodity	Description	Total Quantities
(89344) Meters Water	Meter, Water	250.00
(28780) Testing Equipment and System	Testing Equipment and System, Electronic meter, for water meters per meter.	250.00
(94139) Digital and Analog Testing Equ	Digital and Analog Testing Equipment Maintenance and Repairs	250.00
(99255) Miscellaneous Testing and cali	Miscellaneous Testing and calibration Services	250.00
(89044) Meters, Water	Discount off parts	0.00

The total amount payable to the Contractor under this Contract, excluding gross receipts tax and expenses, shall not exceed **one hundred twelve thousand three hundred dollars ($112,300)** per fiscal year, for a total of **four hundred forty nine thousand two hundred dollars ($449,200)** excluding gross receipts tax and expenses for the four (4) year term of this Contract. The City shall pay the applicable gross receipts tax. The applicable gross receipts tax shall be shown as a separate amount on each billing or request for payment made under the contract.

B. Payment. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement

reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Retainage. Not Applicable – The Parties agree there is no retainage.

D. Performance Bond. Not Applicable - The Parties agree there is no Performance Bond.

4. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **four (4) years from date of final signature.** The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

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

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract

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

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

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

7. **Amendment**

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

8. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City because of this Contract. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

9. **Assignment**

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

10. **Subcontracting**

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

11. **Non-Collusion**

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

12. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

13. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

14. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

15. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

16. **Appropriations**

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

17. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

18. **Confidentiality**

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

19. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

20. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

21. **Scope of Contract; Merger**

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

All terms and conditions of ITB **24092, Meter Calibration, Testing, Repairs and Reporting Services,** 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, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. **Applicable Law**

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

27. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

28. **Incorporation by Reference and Precedence**

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

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

29. **Workers' Compensation**

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

30. **Inspection**

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

31. **Inspection of Services**

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

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

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

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

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

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

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

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

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

(2) terminate the contract for default.

32. **Insurance**

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

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

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

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

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

33. **Impracticality of Performance**

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

34. **Invalid Term or Condition**

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

35. **Enforcement of Contract**

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

36. **Patent, Copyright and Trade Secret Indemnification**

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

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. **Survival**

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

38. **Disclosure Regarding Responsibility**

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

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

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

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

39. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

40. **Notification**

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

To the City:
Water Division
ATTN:T&D Supervisor & T&D Manager
801 W San Mateo

Santa Fe, NM 87504

To the Contractor:
Pure Ops
Rebecca Gonzales
748 West Palms, NM 88007
Connect@pureops.com

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

To the Contractor:

Pure Ops
Rebecca Gonzales
748 West Palms, NM 88007
Connect@pureops.com

42. **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____ _____

CONTRACTOR:
Pure Operations LLC

Mario Gonzales
Mario Gonzales (Feb 11, 2025 16:17 MST)
_____
MARIO GONZALES , OWNER

DATE: Feb 11, 2025

NMBTIN#: 03-098229-00-4

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 12, 2025 18:26 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

PureOps
748 West Palms
Las Cruces, NM 88007 US
+1 5759931511
www.pureops.com

ADDRESS
City of Santa Fe
Attn: Accounts Payable
PO Box 909
Santa Fe, NM 87504-0909

SHIP TO
City of Santa Fe
Attn: Randy Lopez
801 West San Mateo
Santa Fe, NM 87504

Quote NQ240216

DATE 04/24/2024

EXPIRATION DATE 12/31/2024

PROJECT
2024 Meter Testing

POC EMAIL
brandon@pureops.com

DESCRIPTION	QTY	RATE	AMOUNT
Meter Testing, Repair and Calibration Services of All Commercial Sized Meters (3" and Larger) For The City Of Santa Fe T&D Department for 2023/2024 Fiscal Year Scope Of Work Includes:	1	112,300.00	112,300.00T
- Mobilization / Demobilization of Meter Testing Technicians and Necessary Equipment			
- Volumetric Flow Testing & Verification Using a MARS VF4 NIST Certified Meter Testing System			
- Repairs on Low Side Chamber, High Side Turbine, Or Main Check Valve (If Needed)			
- Repair Or Replacement Of Meter Registers (If Needed)			
- Calibration And Re-Testing Of Meters (If Needed)			
- Installation Or Replacement of Test Port Plumbing (If Needed)			
- Complete Meter Replacement Services (If Needed), Includes Cost Of New Meter			
- Equipment, Materials, And Tooling Needed For Services Listed Above			
- All Travel Expenses To Include Hotel, Mileage, Travel Time, Fuel, And Per Diem			

All amounts are subject to tax at the appropriate rate. If tax exemptions apply, valid certifying documentation must be on file with us. However, additional information/certifications may be required in order to verify tax-exempt status. Please understand that for auditing purposes we must comply with all state rules and regulations regarding tax exemptions. We apologize for any inconvenience.

SUBTOTAL	112,300.00
TAX	9,194.56
TOTAL	**$121,494.56**

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/26/2024

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 License # 0757776 HUB International Insurance Services (SOW) 3830 E Lohman Avenue Suite 3 Las Cruces, NM 88011-8446	CONTACT NAME: PHONE (A/C, No, Ext): (575) 524-8686 FAX (A/C, No): (866) 595-6750 E-MAIL ADDRESS:
INSURED Pure Operations LLC 748 West Palms Las Cruces, NM 88007	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : EMCASCO Insurance Co. 21407 INSURER B : Employers Mutual Casualty Company 21415 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	6D57031	7/1/2024	7/1/2025	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 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	6E57031	7/1/2024	7/1/2025	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 EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			6J57031	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	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		6H57031	7/1/2024	7/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave.
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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MACALLISTER, LINDA M.

From:	DUTTON-LEYDA, TRAVIS K.
Sent:	Thursday, May 23, 2024 12:18 PM
To:	MACALLISTER, LINDA M.; Purchasing DET
Cc:	LOPEZ, RANDY J.; WILLIAMS, JEANETTE X.
Subject:	RE: updated SOW 3204417 Pure Ops DETERMINATION

Greetings,

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

Please note:

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

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

- Submit or send your request to the appropriate MS Teams channel or email address:
    - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed341771 46ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a 1&tenantId=77b69f5a-55ed-4363-861 6-4867b0bc707f
    - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1 &tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - Determination requests to purchasing_det@santafenm.gov
    - And all other requests to purchasing@santafenm.gov

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

Regards,

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

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

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

CITY OF SANTA FE
FINANCE

Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

LOPEZ, RANDY J.

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Wednesday, July 31, 2024 11:17 AM
To: LOPEZ, RANDY J.
Subject: Re: Large Meter Calibration

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Randy,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Tue, Jul 30, 2024 at 2:47 PM LOPEZ, RANDY J. <rjlopez@santafenm.gov> wrote:

Hello Matt,

Here is scope of work for large meter testing and Calibration for City Of Santa Fe Water.

The City of Santa Fe is seeking bids for meter testing, repairs, calibration, parts, replacements and reporting services.

The Bidder will provide services to manage large distribution meters ranging in size from 2" to 10" for the City of Santa

Fe and will also provide services for a city/county joint venture known as the Buckman Direct Diversion. Buckman Direct Diversion which currently has 27 meters ranging in size from 1.5" to 30". Testing will be conducted on a quarterly basis upon the request of the city. All meters will be tested for the following as required.

1. Testing by comparative method utilizing a certified test meter, all meter registers and meters requiring Advanced Metering Infrastructure (AMI) or Automatic Meter Reading (AMR).

2. Provide electromagnetic flowmeter flow verifications for Endress Hauser, Krohne and Badger production meters to manufacture operating parameters meters/tolerance via manufactures approved method. The contractor will inform the City of Santa Fe of any failed units along with a recommended solution to maintain compliance.

3. Meter inspection & proper accuracy (high, mid, and low flow based on manufacture specification).
4. Meter repairs as required.
5. Meter parts and accessories.
6. Meter calibration and re-calibration in accordance with American Water Work Association (AWWA).
7. Replacement of meters which cannot be repaired or cannot be calibrated to AWWA standard.
8. Flow sizing accuracy includes problems arising from improper sizing.
9. Calculation of annual water loss for each meter at the tier rates.
10. Ultra sonic testing as required.

The Bidder must track and report to the city within one month of providing the services. The report must be delivered in hard-copy form and in an electronic version. A report at the end of each fiscal year needs to be provided to include all work performed within the fiscal year, the city's fiscal year is from July1, through June 30 of any subsequent year.

The contractor shall provide a recommendation to the city for the replacement of the meters. The city will review and provide approval or rejection of recommended replacements. The Bidder will not replace the meters without the city representative or designee written approval.

It will be the Bidders responsibility to meet Federal, State, and City regulatory requirements for all safety requirements, including but not limited to entry to confined space in accordance with Occupational Safety Health Association (OSHA) regulations.

Bidders must provide proof of the following Licenses and Certifications.

1. Must have a level 3 New Mexico Utility Operator Certification (UCOP) to work on city meters.

2. New Mexico Contractor License.

3. Certified confined space entry which meets Federal, State and Local Regulations.

Randy Lopez

Transmission & Distrubution Supervisor

(505)955-4246 or (505)699-2845

CITY OF SANTA FE

The Purchasing Memo

Date: February 10, 2025

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

From: Ryan S. Pitcher, Integrated Pest Management Program Manager RSP

Via: Regina Wheeler
Regina Wheeler (Feb 12, 2025 18:12 MST)

Regina Wheeler, Public Works Department Director

Melissa McDonald, Parks and Open Space Division Director MMc
MMc

Subject: Gopher and Pest Control Contract

Vendor Name: Parker Pest Control

Munis Vendor Number: 10001

ITEM AND ISSUE:

Request for Approval of a Professional Services Contract with Parker Pest Control for Gopher, Structural Pest and Rodent Control in the Total Amount of $287,778.75 Inclusive of Gross Receipts Tax for a Four-Year Term. (Ryan S. Pitcher, IPM Manager; rspitcher@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3250343.

BACKGROUND AND SUMMARY:

Parker Pest Services will provide on-call task order pest control services for pocket gophers, structural rodents, and structural insects for all City Parks, including buildings and structures. All task order services will comply with current City Integrated Pest Management (IPM) policies and will be managed by the City IPM Manager for the duration of the contract. Pest control services are integral to human health and safety in a municipality.

The contract amount is based on historical need and an anticipated increase in turf damage due to mild winters. Additionally, this contract includes structural pest management services, which were previously conducted on an "as-needed" basis. All City of Santa Fe Departments will be authorized to utilize this on-call contract. Departments must submit a detailed scope of work and receive written approval from the Parks and Open Space Division Director before commencing work.

This City on-call contract is being procured via a New Mexico State Price Agreement Contract.

ATTACHMENTS:

Professional Services Contract
Vendors Proposal / Certificate of Liability Insurance (COI)
Statewide Price Agreement
Horizons Declination / CPO Service Determination Email

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: 100 / GENFUND

Munis Org Name/Number: 1004150 / PTW Admin

Munis Object Name/Number: 510310 / Service Contracts

Budget Officer / Designee: Andy Hopkins **Date:**_____

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

The existing contract, SWPA #30-00000-22-00007 expires on 11/15/2026

Chief Procurement Officer (CPO) / Designee: _____ **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: _____

Item #: _____
Munis Contract #: 3250343
SWPA: **30-00000-22-00007**

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **Parker Pest Services, LLC,** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. **Scope of Work**

A. The Contractor shall perform the following work:

As needed gopher trapping, structural pest and rodent services at the direction of City of Santa Fe Integrated Pest Manager (IPM). IPM shall provide an address or appropriate description of the park or athletic field to be serviced.

Service– See Exhibit A attached to and incorporated herein.

3. **Compensation.**

Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in paragraph C of this Clause.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed for a total compensation not to exceed amount of two hundred sixty six thousand dollars ($266,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling twenty one thousand seven hundred seventy eight dollars and seventy five cents ($21,778.75) 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 two hundred eighty seven thousand seven hundred seventy eight dollars and seventy five cents ($287,778.75).

B. Payment. The total compensation under this Agreement shall not exceed two hundred eighty seven thousand seven hundred seventy eight dollars and seventy five cents ($287,778.75) including New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Retainage.
Not Applicable – The Parties agree there is no retainage.

D. Performance Bond.
Not Applicable. The Parties agree there is no Performance Bond.

4. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **four (4) years from date of final signature.** The City reserves the right to renew this contract by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. **Default and Force Majeure**

The City reserves the right to cancel all, or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

6. **Termination**

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

B. Notice: City Opportunity to Cure.

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

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

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

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

7. **Amendment**

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

8. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City because of this Contract. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

9. **Assignment**

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

10. **Subcontracting**

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

11. **Non-Collusion**

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

12. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

13. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

14. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

15. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

16. **Appropriations**

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient

appropriations and authorization are not made by the legislature, this Contract, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

17. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

18. **Confidentiality**

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

19. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor’s representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor’s representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor’s representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

20. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

21. **Scope of Contract; Merger**

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

This Contract is issued against the state or agency Master Agreement, established, and maintained by the Statewide Pricing Agreement, **30-00000-22-00007 Pest Control Services**, and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

22. **Notice**

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

23. **Equal Opportunity Compliance**

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

24. **Indemnification**

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

25. **New Mexico Tort Claims Act**

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

26. **Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the

jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

27. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

28. **Incorporation by Reference and Precedence**

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

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

29. **Workers' Compensation**

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

30. **Inspection**

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

31. **Inspection of Services**

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

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

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent

practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

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

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

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

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

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

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

(2) terminate the contract for default.

32. **Insurance**

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

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

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

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

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

33. **Impracticality of Performance**

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

34. **Invalid Term or Condition**

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

35. **Enforcement of Contract**

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

36. **Patent, Copyright and Trade Secret Indemnification**

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

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2) replace or modify the product or service so that it becomes non-infringing; or,
3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret

Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

38. **Disclosure Regarding Responsibility**

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

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

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

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

39. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which

entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

40. **Notification**

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

To the City:

Parks and Open Space Division Director
1142 Siler Rd., Building C
Santa Fe, NM 87504
mamcdonald@santafenm.gov
505-303-9502

To the Contractor:

Kyle Parker
PARKER PEST SERVICES
6564 Sahchu St
Cochiti Lake, NM 87083
info@parkerpestcontrolservices.com
505-401-9380

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

41. **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

PARKER PEST SERVICES

Kyle Parker
Kyle Parker (Jan 19, 2025 09:15 MST)
KYLE PARKER, OWNER

DATE: Jan 19, 2025

NMBTIN#: _____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jan 21, 2025 13:01 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

EXHIBIT A

PARKER PEST SERVICES LLC

GOPHER TRAPPING SCOPE OF SERVICE, METHODOLOGY AND EXPECTATIONS
City of Santa Fe Parks Department

Contact: Ryan Pitcher
November, 20, 2024

GENERAL CONDITIONS

1. As needed gopher trapping with direction of City of Santa Fe IPM manager.
2. IPM manager shall provide an address or appropriate description of the park or athletic field to be serviced.
3. Initial Service ($250.00) –
    a. Install a maximum of ten trapping locations per acre or area of one athletic field.
    b. Trapping locations will typically have 1-2 traps each.
    c. 3 follow up visits within 4 days of each other.
    d. Maximum length of any gopher engagement will be twenty days from the date of inception.
4. Additional Services: ($250.00) – Utilized when:
    a. More than 10 trapping locations are necessary per acre or athletic field.
    b. Area that contains gopher activity exceeds one acre or athletic field.
    c. Gopher activity has continued or reoccurred within 30 days of the last visit.
    d. Includes initial visit plus 3 visits within 4 days of each other.
    e. Maximum length of any gopher engagement will be twenty days from date of inception.

LIMITATIONS AND EXPECTATIONS

Gopher activity and trapping disrupts integrity of turf surfaces. PPS will be required to identify active burrows via probing and then access holes for trap placements must be dug. Additionally, marking paint will be used to indicate trap location and status. PPS will be held free of all liability for cosmetic and physical conditions. Additionally, PPS will be held free of all liability for injury or other damages sustained by persons, animals, pets or their equipment. City of Santa Fe may choose to utilize additional warnings and signs and may find it beneficial to repair areas of gopher damage at the conclusion of trapping programs.

SITE SPECIFIC INFORMATION

1. Address or location description
2. Size of site expressed as fields or acres
3. Date of service inception
4. Other information

STRUCTURAL MOUSE AND RAT TRAPPING SCOPE OF SERVICE, METHODOLOGY AND EXPECTATIONS
City of Santa Fe Parks Department

GENERAL CONDITIONS

1. Initial Services ($160.00): exterior trapping stations will be set at perimeter of concession buildings at parks designated by City of Santa Fe IPM manager
2. Monthly Services ($40.00): Traps will be checked and maintained
    a. Damaged or missing trapping units will be replaced by request.
3. Interior trapping and follow ups will be addressed and priced on a case-by-case basis.

STRUCTURAL PEST CONTROL SCOPE OF SERVICE, METHODOLOGY AND EXPECTATIONS
City of Santa Fe Parks Department

GENERAL CONDITIONS

1. Pricing, treatment methods, frequency, will be determined by site
2. All services will be in accordance with Statewide Pricing Agreement and City of Santa Fe IPM protocols.

Approximate Pricing:

1. Gopher Trapping-
    - 222 zones x average pricing of $225 = 55,500/ yearly
        - Four year total = $222,000
2. Rodent Control
    - 10 buildings X $160 initial services = 1600/yearly
    - 10 buildings X 11 monthly services X $40 per service = $4400 yearly
        - Four year total = $24,000
3. Pest Control
    - As needed up to $5000/yearly
        - Four year total = $20,000

TOTAL YEARLY PRICING = $66,500 without tax.

SUB-TOTAL FOUR(4) YEAR CONTRACT	$266,000.00
plus 8.1875% NM Gross Rec. Tax	$21,778.75
TOTAL with tax	$287,778.75

CHANGE ORDERS

When working to control living organisms, often the pests will adapt to the equipment, materials, and techniques being employed or the original control method proves to be inadequate. Therefore, it is possible the pest professional may need to change the Scope of Work involved in the control of the unwanted pests. In the event it is necessary to alter the agreement, Parker Pest Services (PPS) reserves the right to petition in writing for an increase to the cost of services or service methods (Change Order) anytime in the effective period of this agreement. Customer will have ten days from being presented with the change order to accept or refuse the changes. If the customer refuses the request the agreement at that site will be terminated.

Kyle Parker
Owner, Parker Pest Services
info@parkerpestcontrolservices.com

2. Gopher_contract_ParkerPestServices_Final CAO with Exhibit A

Final Audit Report 2025-01-21

Created:	2025-01-17
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfNe7VeqOZj9aduEx6ge16YDw8hS2RE8e

"2. Gopher_contract_ParkerPestServices_Final CAO with Exhibit A" History

Document created by Amy Cawthon (amcawthon@santafenm.gov)
2025-01-17 - 0:14:25 AM GMT- IP address: 63.232.20.2

Document emailed to info@parkerpestcontrolservices.com for signature
2025-01-17 - 0:15:16 AM GMT

Email viewed by info@parkerpestcontrolservices.com
2025-01-17 - 0:18:13 AM GMT- IP address: 172.224.247.2

Email viewed by info@parkerpestcontrolservices.com
2025-01-19 - 2:28:05 AM GMT- IP address: 104.28.85.155

Signer info@parkerpestcontrolservices.com entered name at signing as Kyle Parker
2025-01-19 - 4:15:43 PM GMT- IP address: 98.97.116.29

Document e-signed by Kyle Parker (info@parkerpestcontrolservices.com)
Signature Date: 2025-01-19 - 4:15:45 PM GMT - Time Source: server- IP address: 98.97.116.29

Document emailed to klnault@santafenm.gov for signature
2025-01-19 - 4:15:46 PM GMT

Email viewed by klnault@santafenm.gov
2025-01-21 - 8:00:52 PM GMT- IP address: 104.47.64.254

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2025-01-21 - 8:01:43 PM GMT- IP address: 63.232.20.2

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2025-01-21 - 8:01:45 PM GMT - Time Source: server- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Agreement completed.

2025-01-21 - 8:01:45 PM GMT

Docusign Envelope ID: 94C963E2-DBDB-4641-881E-70922C4FF00D

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
5 Vendors

Number: **30-00000-22-00007**

Amendment No.: **One**

Term: **November 16, 2022 – November 15, 2026**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at Time of Order

Procurement Specialist: **Kimberly A Hunt-Brown**

Telephone No.: **(505) 490-3152** KAHB

Email: **Kimberly.Hunt-Brown@gsd.nm.gov**

Title: **Pest Control Services**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from November 16, 2024 to November 15, 2026 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Natalie Martinez

Date: 11/5/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

DocuSign

Certificate Of Completion

Envelope Id: 94C963E2DBDB4641881E70922C4FF00D
Status: Completed
Subject: 30-00000-22-00007 Pest Control Services A001 FINAL
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Kimberly A Hunt-Brown
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Kimberly.Hunt-Brown@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
11/5/2024 12:05:45 PM
Holder: Kimberly A Hunt-Brown
Kimberly.Hunt-Brown@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: General Services Department
Location: DocuSign

Signer Events	Signature	Timestamp
Vanessa LeBlanc Vanessa.LeBlanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None), Login with SSO **Electronic Record and Signature Disclosure:** Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4	VL Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 11/5/2024 12:08:42 PM Viewed: 11/5/2024 12:17:34 PM Signed: 11/5/2024 12:17:40 PM
Kimberly A Hunt-Brown kimberly.hunt-brown@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	KAHB Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 11/5/2024 12:17:41 PM Viewed: 11/5/2024 1:56:37 PM Signed: 11/5/2024 1:56:40 PM
Natalie Martinez natalie.martinez1@gsd.nm.gov Deputy Director New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	Natalie Martinez Signature Adoption: Pre-selected Style Using IP Address: 174.205.227.79	Sent: 11/5/2024 1:56:42 PM Viewed: 11/5/2024 2:12:32 PM Signed: 11/5/2024 2:13:17 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/5/2024 12:08:42 PM
Certified Delivered	Security Checked	11/5/2024 2:12:32 PM
Signing Complete	Security Checked	11/5/2024 2:13:17 PM
Completed	Security Checked	11/5/2024 2:13:17 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

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State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
5 Vendors - See Page 6

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at Time of Order

Price Agreement Number: **30-00000-22-00007**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **See Page 6**

Procurement Specialist: **Kimberly A Hunt-Brown**

Telephone No.: **(505) 490-3152** KAHB

Email: **Kimberly.Hunt-Brown@gsd.nm.gov**

Title: **Pest Control Services**

Term: **November 16, 2022 – November 15, 2024**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

Date: 11/16/2022

New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

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Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights

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of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico

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Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; the Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the

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Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000162320
Joshua Urban
dba: Bosque Pest Control, LLC
82 Acosta Lane
Bernalillo NM 87004
505-697-1776
joshurban0621@gmail.com

Payment Term: Net 30
Delivery: We will provide the best service we can, we are a small local business that is trying to make our name stand out from the rest.
Contact Person: Joshua Urban, Owner

(AB) 0000052904
Bugman, Inc.
P.O. Box 6699
Santa Fe, NM 87502
505-455-3832
bugmannm@gmail.com

Payment Term: Net 30
Delivery: 2873 Trades West Rd Santa Fe, NM 87507
Contact Person: Roman Valdez, President

(AC) 0000169813
KCSR, Inc.
dba: Pestmaster Services of Tucson
245 S Plumer Avenue, Suite 33
Tucson AZ 85719
520-373-3261
katcartwright99@yahoo.com

Payment Term: Net 30 (1% 20 Net 30)
Delivery: Immediately upon award of contract
Contact Person: Kat Cartwright, President

(AD) 0000169884
Kyle Parker
dba: Parker Pest Services, LLC
P.O. Box 29561
Santa Fe NM 87592
505-401-9380
info@parkerpestcontrolservices.com

Payment Term: Net 30
Delivery: Parker Pest Services, P.O. Box 29561, Santa Fe, NM 87592
Contact Person: Kyle Parker, Owner

(AE) 0000097164
Timothy S. Blevins
dba: Rocky Mountain Pest Control, LLC
P.O. Box 751
Springer, NM 87505
505-471-2534
kayegoodyear@hotmail.com
timothyblevins@hotmail.com

Payment Term: Net 30
Delivery: P.O. Box 751, Springer, NM 87505
Contact Person: Kaye Goodyear, Commercial Applicator

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Specifications:

The State of New Mexico wishes to establish a Statewide Price Agreement for Pest Control Services in and around facilities and establishments to control and exterminate pests, by certified and/or licensed contractors. Pest Control Services shall include, but not be limited to: removal, prevention, disposal, relocation, and control of pests commonly encountered in facilities and establishments. Treatment area shall include within two (2) feet of the exterior of the structure(s), parking areas and sidewalk/walkway areas, and all interior areas, upon request of customer.

All state agencies, local public bodies, state political subdivisions, and other state entities allowed by law (referred to herein as "user agency" or "State"), may procure from this Price Agreement.

Term:

The term of this Price Agreement shall be for two (2) years from date of award, with options to extend for three (3) additional two (2) year periods, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed eight (8) years.

Tax Note:

Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the purchase order and invoice at current rates as a separate item to be paid by Utilizing Entity.

Bidding Information:

The conditions and specifications set out in this ITB are inseparable and indivisible. Any Bidder, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the ITB, and all other documents required to be submitted, shall be submitted by the Bidder in their bid package. Failure to do so, or any attempt to vary or change the conditions or specifications of this ITB shall, at the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

The prices quoted herein represent the total compensation to be paid by the State of New Mexico for goods and/or services provided. It is understood that the vendor providing said goods and/or services to the State of New Mexico is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this price agreement include an amount sufficient to cover such costs.

Any Awarded Vendor shall be considered an independent Contractor and not an employee of the State of New Mexico. The Agency shall provide direction regarding the time and place of performance and compliance with rules and regulations required by this price agreement.

Brand Name or Equal:

This ITB does not require a specific name brand to be used or furnished in fulfillment of the requirements stated in this ITB. Any use of a name brand in this ITB is only for establishing a standard of comparison in performance or manufacture, and may not be used to restrict competition. Bidders may offer name brand or an equivalent to the name brand.

Escalation/Reduction Clause:

Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, SPD and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Contractor shall submit all pricing increase requests to SPD directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. ***Requested price increases that exceed 10% will not be accepted. No***

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price increase may result in a higher profit margin for the Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

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

1. Agreement Item Number
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.

Method of Award:

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to ensure availability and timely delivery. Determination for award shall be based upon the lowest total cost of all items listed and the bidder's abilities to meet the "minimum" and "submittal" requirements of the Invitation to Bid. This may be a multiple award contract.

Payment Provisions:

The Awarded Vendor(s) shall invoice the customer agency/entity within 15 days of completion of the job using the prices quoted herein as awarded, or as issued in amendments to the award, for the goods and/or services provided. Such awarded or amended prices include any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary and as allowed in this ITB to complete the service or goods provided.

If the customer agency/entity finds that the services are not acceptable, it shall, within thirty (30) days following receipt from the Awarded Vendor of the invoice requesting payment, provide to the Awarded Vendor a letter of exception explaining the defect or objection to the services, along with the details of how the Awarded Vendor may proceed to provide remedial action.

Final payment shall be made within thirty (30) days after the work has been approved and accepted. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

Hold Harmless Clause:

Contractor shall indemnify and hold harmless the State, its officers, and employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from, Contractor's and/or its employees, own negligent acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Price Agreement. This Save Harmless and Indemnification Clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., NMSA 1978 Comp. and Section 56-7-1 NMSA 1978 Comp.) and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

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Minimum Specifications:

A. The Awarded Vendor(s) shall eliminate or successfully Prevent and control pest problem:
   1. Provide all labor, materials, and equipment necessary to conduct pest/rodent control services inside and outside all buildings identified by the customer.

B. The Awarded Vendor(s) shall also include removal and clean-up of any type of pest feces, urine, or other bodily wastes, as well as any nesting materials and structures that might be present.

C. The Awarded Vendor(s) shall adhere to the following minimum standards and regulations, as appropriate to both the task and the facility where they are performing the task:
   - New Mexico Pesticide Control Act (NMPCA) –Chapter 76, Article 4, Sections 1 through 39 [New Mexico Statutes Annotated (NMSA) 1978, 76-4-1 to 39]
   - Regulatory Order No. 4 – Regulatory Orders of the Board of Regents of New Mexico State University (NMSU), New Mexico Administrative Code (NMAC) 21.18-19; applies to jobs requested by NMSU and/or for NMSU facilities and buildings
   - Regulatory Order No. 5 – Definitions, Licensing, Equipment Inspections, Record Keeping of Pesticides by Regulated Applicators. (NMAC 21)
   - Regulatory Order No. 7 – Establishes Financial Responsibility of Commercial Applicators (NMAC 21)
   - New Mexico Department of Agriculture (NMDA) Rule No. 89-2 – Restricted Use Pesticides (NMAC 21.17.56)
   - 29 Code of Federal Regulations (CFR) Part 1910, Occupational Safety and Health Administration (OSHA)
   - Manufacturer's Material Safety Data Sheets (MSDS) for the pertinent chemicals being used for the job
   - Any and all Specifications/Requirements pertaining to the Scope of Work defined in this ITB for Pest Control Services.

Note: Awarded Vendors who need any documents from the list above should request the applicable documents from the user agency requesting the work.

D. The Awarded Vendor(s) may be required to work with both state and federal authorities when or if needed for larger species, when species are protected, or when the species may pose a threat to the general public. Disposal of carcasses shall adhere to the NMDA regulations and policies.

E. The Awarded Vendor(s) shall be licensed in the State of New Mexico for pesticide control application.
   1. Licensed pest control Awarded Vendor(s) shall conduct pest control operations when pests threaten personnel health and safety of federal or state property.
   2. Internal services shall include, but will not be limited to, all-work areas, office, storage areas, mechanical areas, bathrooms, parking lots etc.
   3. External services shall include, but will not be limited to:
      - Spraying;
      - Dusting;
      - Dispersing granules;
      - Setting bait boxes, traps, and live traps around the perimeter of the buildings and external openings of the facility. Live traps shall be inspected within 48 hours of placement and shall continue until directed by customer to remove, or following capture and appropriate release or euthanasia of pest.

F. The Awarded Vendor(s) is responsible for the safety and health of their employees, and shall comply with OSHA personnel safety regulations for workers. The Awarded Vendor(s) shall provide all personal protective equipment, pumps, hoses, extension cords, tools, or other supplies to perform the necessary pest control management service at each site.

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G. The Awarded Vendor(s) shall be required to carry liability insurance for the duration of this contract, and shall provide proof of such insurance to the user agency when requested. Failure to provide proof of liability insurance shall be just cause for immediate termination of this contract.

H. Awarded Vendor(s) shall provide a copy of all valid permits and licenses required to legally perform requested services in the State of New Mexico, at the request of the user agency. Employees must carry proof of licensure at all times while providing services. Copies of current permits and licenses shall be submitted as part of the ITB response by the Bidder, prior to the closing date and time of the ITB, and should be submitted to the requestor when furnishing a quotation if such permits have been requested.

I. Awarded Vendor(s) agree to comply with all state laws and rules pertaining to Worker's Compensation Insurance Coverage for its employees. If the Awarded Vendor(s) fails to comply with the Worker's Compensation Act and applicable rules when required to do so, their contract may be cancelled immediately.

J. The Awarded Vendor(s) shall warranty the pest management application will be effective in removing or controlling the infestation. Bidders shall submit the terms of their warranty along with their bid.

****** End of Specifications******

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Item	Approx. Qty.	UOM	Article and Description	Vendor and Unit Price
1	1	HR – Hour	Hourly rate for extermination/pest control services (during normal business hours at the facility/site).	(AA) $50.00 (AB) $80.00 (AC) $125.00 (AD) $105.00 (AE) $65.00
			Vendor (AB): Item 1, price per technician.	
2	1	HR – Hour	Hourly rate for extermination/pest control services (other than normal business hours at the facility/site; e.g., evenings, weekends, holidays).	(AA) $75.00 (AB) $160.00 (AC) $185.00 (AD) $155.00 (AE) $90.00
			Vendor (AB): price per technician.	
3	1	HR – Hour	Hourly rate for on-call extermination/pest control services (for any immediate or urgent need).	(AA) $105.00 (AB) $220.00 (AC) $285.00 (AD) $185.00 (AE) $90.00
			Vendor (AB): price per technician.	
4	1	SF – Sq. Ft.	Pigeon-Proofing – **Cost per square foot.**	(AA) $16.00 (AB) $2.00 (AC) $5.00 (AD) $5.00 (AE) $0.99
			Vendor (AC): plus labor. **Vendor (AD):** applies to netting only.	
5	1	HR – Hour	Hourly Rate for pigeon feces removal.	(AA) $36.00 (AB) $100.00 (AC) $150.00 (AD) $90.00 (AE) $90.00
			Vendor (AA): $50.00, plus rental fee. **Vendor (AB):** price per technician.	
6	1	SF – Sq. Ft.	Rodent-Proofing – **Cost per square foot.**	(AA) $20.00 (AB) $1.00 (AC) $3.50 (plus labor) (AD) NA (AE) $0.99
			Vendor (AC): $50.00, plus rental fee. **Vendor (AD):** Rodent proofing to be charged by hour.	

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Item	Approx. Qty.	UOM	Article and Description	Vendor and Unit Price
7	1	HR – Hour	Hourly Rate for specialized equipment used in pigeon-proofing and rodent-proofing jobs.	(AA) $120.00 (AB) $300.00 (AC) $75.00 (AD) $195.00 (AE) $120.00
			Vendor (AD): Lift equipment or scaffolding may be needed.	
8	1	MILE – Mile	Mileage Rate – Mileage to be paid one way, per service vehicle required, on a per-mile basis as measured from the Awarded Vendor's office/shop to the requested job site, and as based on mapquest.com.	(AA) $2.50 (AB) $1.00 (AC) $0.48 (AD) $0.75 (AE) $0.99
9	1	% – Percent	Discount percentage off all parts and materials.	(AB) 0% (AC) 0% (AD) 10% (AE) 15%

Vendor (AC): Additional Pricing Notes/Comments: Pestmaster will provide all labor, equipment, transportation, insurance, and material costs for pest control per the Scope of Work. Not all pests can be included in the pricing herein because (a) it is unknown whether any of these pests will actually be an issue during the term of the contract and (b) the cost of treating these pests depends entirely upon the severity, difficulty, and/or danger involved in such treatment. While Pestmaster does perform inspections at no additional charge for all of these pests during each monthly service, in the event treatment for any of the pests listed below is necessary, it will require a separate price quote and purchase order.
- Bees/Wasps (Note: Small exterior nests/hives are included in the above monthly service price. Only large exterior nests or any interior nests are excluded from the monthly pricing.)
- Bed Bugs
- Termites
- German Roaches
- Burrowing Rodents (gophers, squirrels, etc.)

***** 9 Items Awarded *****

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Certificate Of Completion

Envelope Id: E8D7092CBE304DFEBDC8DE9A0F8034B2
Status: Completed
Subject: 30-00000-22-00007 Pest Control Services - AWARD FINAL
Source Envelope:
Document Pages: 12
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Kimberly A Hunt-Brown
1100 S Saint Francis Dr
Santa Fe, NM 87502
Kimberly.Hunt-Brown@gsd.nm.gov
IP Address: 96.19.48.96

Record Tracking

Status: Original
11/16/2022 3:57:05 PM
Holder: Kimberly A Hunt-Brown
Kimberly.Hunt-Brown@gsd.nm.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Natalie Martinez natalie.martinez1@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 11/16/2022 3:59:21 PM Viewed: 11/16/2022 4:50:37 PM Signed: 11/16/2022 4:50:45 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kimberly A Hunt-Brown kimberly.hunt-brown@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 96.19.48.96	Sent: 11/16/2022 4:50:47 PM Viewed: 11/16/2022 4:55:06 PM Signed: 11/16/2022 4:55:13 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Valerie Paulk valerie.paulk@gsd.nm.gov Signed of Behalf of State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 67.0.199.234 Signed using mobile	Sent: 11/16/2022 4:55:16 PM Viewed: 11/16/2022 5:01:53 PM Signed: 11/16/2022 5:08:51 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/16/2022 3:59:21 PM
Certified Delivered	Security Checked	11/16/2022 5:01:53 PM
Signing Complete	Security Checked	11/16/2022 5:08:51 PM
Completed	Security Checked	11/16/2022 5:08:51 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

MARKEL INSURANCE COMPANY

COMMERCIAL GENERAL LIABILITY POLICY DECLARATIONS

POLICY NUMBER: PGL6707-03 RENEWAL OF NUMBER: PGL6707-02

Named Insured And Mailing Address (No., Street, Town or City, County, State, Zip Code)

Parker Pest Services, LLC
6564 Sacom St
Cochiti Lake, NM 87083

Policy Period: From 07/04/2024 To 07/04/2025, at 12:01 A.M. Standard Time at your mailing address shown above

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Limits Of Insurance

General Aggregate Limit (Other Than Products-Completed Operations)	$	$2,000,000	
Products-Completed Operations Aggregate Limit	$	$2,000,000	
Personal And Advertising Injury Limit	$	$1,000,000	
Each Occurrence Limit	$	$1,000,000	
Damage To Premises Rented To You Limit	$	$100,000	Any One Premises
Medical Expense Limit	$	$5,000	Any One Person

Retroactive Date (CG 00 02 Only) N/A In New York

This Insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs before the Retroactive Date, if any, shown below.

Retroactive Date: None
(Enter Date Or "None" If No Retroactive Date applies)

Business Description And Location Of Premises

Form Of Business: Limited Liability Company

Business Description: Pest Control Services

Location Of All Premises You Own, Rent Or Occupy:
REFER TO "COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS"

Producer Number, Name And Mailing Address

98518
Liberty Union Insurance Group, Inc.
1347 19th Street
Plano, TX 75074

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

From: DUTTON-LEYDA, TRAVIS K.
To: OVERLIE, SCOTT A.
Cc: Purchasing DET
Subject: RE: Determination for new contract
Date: Monday, July 8 2024 3:56:02 PM
Attachments: image003.pn

Greetings,

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

Please note:

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

subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.

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

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

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

Regards,

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

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

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

CITY OF SANTA FE
FINANCE

Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

From: OVERLIE, SCOTT A. <saoverlie@santafenm.gov>
Sent: Monday, July 8, 2024 11:11 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: Determination for new contract

Good morning, I have included a scope of work below for a new contract determination. Thank you, Scott

Scott Overlie, Project Administrator
City of Santa Fe Parks Division
1142 Siler Road, Bldg. C
Santa Fe, NM 87505
505-231-6194

CITY OF SANTA FE
PARKS & OPEN SPACE

Scope of Work

Services will include Pocket Gopher control at city parks and properties and routine structural rodent control at Parks structures. All work will be performed contingent on approval by the City IPM program manager.

Pocket Gophers

- Gophers will be controlled using mechanical traps. An example would be Gophinator traps.
- Traps will be clearly marked and checked within 48 hours to deter scavengers.
- Gophers will be removed from the trap site and disposed of properly. IE, trash or donated to raptor center.
- Parker Pest Control will monitor trapping sites at minimum twice a month and continue trapping until gopher activity has ceased.
- Documentation with time stamped photographs is required.

Structural rodent control

- Structural rodents will be controlled through mechanical means.
- Rodenticides are banned on city properties and would need an exemption at the discretion of the City Integrated Pest Management Program Manager.

Exterior:

- Place exterior trapping stations and monitor at minimum once monthly.
- Exterior bait stations may be used at the discretion of the city IPM program manager, pursuant that rodent populations are above an action threshold of five mice or one rat per month.
- If a rodenticide is applied, it will conform to city of Santa Fe, policy 10-7 - INTEGRATED PEST MANAGEMENT PROGRAM FOR CITY PROPERTY, and as such be reduced risk, clearly labeled and used within an integrated pest management system.

Interior:

- Interior trapping will occur on an “as needed” basis, controls methods will be with snap traps, either hooded or open, depending on situation. IE, if the trapping site could be disturbed by humans or other animals, then a hooded trap should be used.
- Rodent-Proofing to secure buildings will also occur.

From: Joseph Perez
To: OVERLIE, SCOTT A.
Subject: Re: City of Santa Fe Opportunity for pest control
Date: Monday, July 8, 2024 11:54:31 AM
Attachments: image001.png
image001.png

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We will respectfully decline this opportunity

Kind regards

On Mon, Jul 8, 2024, 11:12 AM OVERLIE, SCOTT A. <saoverlie@santafenm.gov> wrote:

> Good morning Mr. Perez, I have included a scope of work below for a work opportunity here at the city. Please let me know if you have any questions. Thank you, Scott
>
> Scott Overlie, Project Administrator
>
> City of Santa Fe Parks Division
>
> 1142 Siler Road, Bldg. C
>
> Santa Fe, NM 87505
>
> 505-231-6194
>
> Parks and Open Space - 2023 Logo - Print
>
> **Scope of Work**
>
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- Rodent-Proofing to secure buildings will also occur.

Signature: RYAN PATCHER

Email: rspitcher@santafenm.gov

Signature: Melissa McDonald

Email: mamcdonald@santafenm.gov

CITY OF SANTA FE

The Purchasing Memo

Date: February 3, 2025

To: Governing Body and Public Works & Utilities Committee

From: Micheal Dozier, Wastewater Management Division (WWMD) Director MD

Via: Jesse Roach, Utilities Interim Director JR

Subject: Continued Environmental and Ecological Services for the Paseo Real Wastewater treatment plant

Vendor Name: Molzen Corbin

Munis Vendor Number: 1435

ITEM AND ISSUE:

Public Utilities, Wastewater Division respectfully requests your review and approval of a Cooperative Educational Services (CES) Contract in the total amount of $2,094,284.97, including tax of 8.1875% for Environmental engineering and design services for the Paseo Real Water Reclamation Facility (PRWRF) for a term of 2 years with Molzen Corbin. Request for Approval of a Budget Adjustment Resolution (BAR) in the total amount of $2,094,285.00 from Public Utilities cash balance to fund a contract with Molzen Corbin to bring the PRWRF in compliance.

CONTRACT NUMBER:

FY25 Munis contract number is 3250395

CES Contract #2023-01-C2113

BACKGROUND AND SUMMARY:

In reference to the PRWRF Administrative Order (AO) Emergency Project, the Public Utilities Department has submitted an Emergency Determination Form for emergency procurement to implement a comprehensive plan that provided interim corrective measures and for the long-term success in operating and managing the PRWRF necessary to ensure compliance with National Pollutant Discharge Elimination System (NPDES) and Discharge Permits within the shortest possible time. The referenced AO, which the city received on March 6, 2024, from the U.S. Environmental Protection Agency (EPA) Region 6. Multiple tasks were identified as needing attention. this procurement is determined by a set schedule of activities required to address and resolve NPDES permit violations outlined in the EPA's Administrative Order. The WWMD has prioritized actions that are essential to long-term permit compliance. These actions are complex and multi-tiered, with some improvements requiring dozens of incremental steps to fully resolve. Furthermore, many of the incremental steps cannot be fully defined until preceding steps are completed. Molzen Corbin Started their services under P.O.# 22501155. Molzen Corbin has continuously supported the City's efforts to bring the PRWRF back into permit compliance. Over the course of that effort, the city identified additional areas along with the original items to be completed where Molzen Corbins services will continue the support the City's overall goals. It is our goal to prevent the conditions that precipitated the need for this AO by implementing immediate, near-term and long-term actions that will keep the PRWRF in compliance and maintain that compliance for the remainder of the plant's service life.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise 500

Munis Org Name/Number: WIP Design 5000375

Munis Object Name/Number: WIP Design 572960

Budget Officer / Designee: Andy Hopkins **Date:** Feb 5, 2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

The existing contract number CES#2023-01-C2113, expires on October 5, 2026

Chief Procurement Officer (CPO) / Designee: _____ **Date:** Feb 12, 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: _____

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: Coop Master Agreement
Vendor's Quote
Certificate of Liability Insurance (COI
Professional Services Contract
BAR

Item #: _____
Munis Contract #: 3250395
Coop #: 2023-01-C2113

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 **MOLZEN CORBIN**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-135, and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following Engineering and Design services-for the City:

This project will include work in the following areas:
1. UV and Filter Area
2. Old Dissolve Air Floatation (DAF) Building
3. Non Potable Water (NPW) Building
4. Headworks
5. Admin Building (Mixed Liquor Pumps)
6. Reuse Building and Pump Station
7. Compost Building and Sludge Transfer Piping
8. Digester Building
9. Plant Lift Stations
10. Power Distribution System
11. Poly Floro Alki Substance(PFAS) Tracing Within Collection System
12. Chemical Treatment

This work includes the design and construction administration of the following improvements:

Area 01: UV and Filter Area

- Procurement assistance and construction administration for the installation of stop logs inside UV building (design included in original contract).
- Replace slide gate in UV Channel #4.

- Supervisor Control and Data Acquisition (SCADA) equipment upgrades and improvements – see "Scope of Work for SCADA" below.

Area 02: Old DAF Building

- SCADA equipment upgrades and improvements – see "Scope of Work for SCADA" below.

Area 03: NPW Building

- Install flowmeter in pipe channel.
- SCADA equipment upgrades and improvements – see "Scope of Work for SCADA" below.

Area 04: Headworks

- SCADA equipment upgrades and improvements – see "Scope of Work for SCADA" below.

Area 05: Admin Building (Mixed Liquor Pumps)

- SCADA equipment upgrades and improvements – see "Scope of Work for SCADA" below.

Area 06: Reuse Building and Pump Station

- SCADA equipment upgrades and improvements – see "Scope of Work for SCADA" below.

Area 07: Compost Building and Sludge Transfer Piping

- Prepare a Technical Memo (TM1) to evaluate the rental of a temporary sludge dryer for sludge management:
  - o Landfill disposal versus sludge drying for sludge management.
  - o Cost analysis of landfill disposal, sludge drying, composting and land application.
  - o Investigation of on-site improvements (i.e. increasing capacity of sludge transfer pipeline)
- Prepare a Technical Memo (TM2) to assess the installation of a permanent sludge dryer:
  - o Investigate sludge dryer as a potential sludge PFAS pretreatment process.
  - o Research and meet with vendors.
  - o Generate cost comparisons between sludge dryer alternatives.
  - o TM2 will be prepared to provide support documentation for funding applications.
- Generate Design Drawings and Specifications (at 30%, 60%, 90%, and 100%) that will be subject to review and comment resulting in sets of 100% Construction Drawings and Specifications for both a Rental and Permanent Sludge Dryer.
  - o Cover sheet.
  - o General Notes and Electrical Notes.
  - o Overall site plan.
  - o Building floor plan and sections.
  - o Utility Plans.
  - o Plans and profiles of yard piping modifications.
  - o Building HVAC modifications.

- o Building code review.
- o Structural foundation modifications.
- o Electrical Plans and details.
- o SCADA input/output schedule and standard details.
- o Technical Specifications.
- o 30%, 60%, 90%, and 100% QA / QC review.

- Procurement Support.
- Construction Administration (assume an 8-month construction duration).
- SCADA equipment upgrades and improvements – see "Scope of Work for SCADA" below.

Area 08: Digester Building

- SCADA equipment upgrades and improvements – see "Scope of Work for SCADA" below.

Area 09: Plant Lift Stations

- SCADA equipment upgrades and improvements – see "Scope of Work for SCADA" below.

Area 10: Power Distribution System

PHASE 1: Power System Evaluation

- Prepare a technical memo that includes an evaluation of the primary power distribution (12470V) and the exterior-mounted 480V switchgear around the plant that is subject to weather damage and higher exposure to corrosive environments.

  This memo does not include equipment within buildings. Tech memo to include:
  - o Arc-flash and coordination study (identify hazard boundaries of existing switchgear and equipment).
  - o Cable testing of medium voltage system (verify cable integrity).
  - o Infrared imaging and visual inspection of equipment, terminations, and components.
  - o Recommendations for system improvements based on findings.
  - o Development of a comprehensive one-line for the plant's primary distribution system.
  - o Probable cost of improvements/corrections.
  - o Prioritized list of improvements.
- Immediate concerns shall be relayed to the Owner immediately to determine the corrective action.
- Molzen Corbin (MC) shall provide regular updates to the Owner on the progress.

PHASE 2: Emergency Power for UV Filter Building and Plant Generator

- This phase includes two tasks. The first is the work associated with the Main Plant Generator, and the second is for the UV system generator. The first task is to include:
  - o Assisting the Owner with the installation of the Plant Generator.
  - o Review of the record drawings to verify connections and routing.

    - Review power monitoring reports for recommendations and conductor and breaker sizes.
    - Evaluate short-term solutions for operations of the existing manual transfer scheme between Utility and Generator.
    - Evaluate the potential to automate the manual transfer scheme for a short term solution.
    - Up-size the connection to the Blower Building.
- The UV generator assistance is to include the following:
    - Review power monitoring reports and make recommendations for sizing of a new generator.
    - Review drawings and connections and make recommendations for remote transfer controls.
    - Prepare construction and record drawings for the demolition plan and new equipment.
    - Coordinate with both Wagner and the Owner for configuration and equipment selection.
    - Coordination with plant operations for construction sequencing.
    - Witness testing during startup.
- Both systems will be equipment with data for both operations and engineering. MC will coordinate with our other projects to incorporate this information into the plant SCADA system.

PHASE 3: Electrical System Improvements

- This phase includes implementing the improvements identified in the Power System Evaluation.
- Design to include a 60%, 90%, and 100%.
- Drawings and specifications shall be incorporated as required to assist the installing contractor.
- MC shall coordinate with manufacturers and Wagner as we select and configure equipment. Other manufacturers may be coordinated with as needed.
- Regular coordination meetings and design updates shall be provided to keep the Owner up to date on design progress and decisions.
- MC shall work with the Owner to identify sequencing outages to ensure plant critical operations remain operational during construction.
- Construction administration support to include:
    - Construction meetings
    - Submittal reviews
    - Request for Information (RFI) and Closeout (CO) responses
    - Site visits during critical installation milestones
    - Startup witness observation
- Closeout to include the preparation of record drawings

Area 11: PFAS Tracing Within Collection System

- Prepare a Technical Memo (TM3) to recommend procedures for PFAS tracing within the system:

- present PFAS findings in the influent, effluent, and sludge piles at the Paseo Rael Water Reclamation Facility (PRWRF).
- TM3 will be prepared to provide support documentation for funding applications.

Area 12: Chemical Treatment

- Develop design to store poly-aluminum chloride (PAC) and sodium hypochlorite chemical solutions and dose pumps in the Chlorine Storage and Feed Rooms in the Old DAF Building to inject into the Return Activated Sludge (RAS) line for flocculation and filamentous microorganism control.
- Visit Old Dissolve Air Flotation (DAF) Building to collect information to modify the process piping, architectural features, and Heating Ventalation and Air Condition (HVAC) system for the new chemical treatment.
- Select equipment and prepare drawings to construct modifications to the Old DAF Building.
- Research the feasibility of adding sodium hypochlorite dosing in the existing Filter/UV Building to supplement the reliability of the existing ultraviolet disinfection system.
- Evaluate the feasibility of the best options to achieve effective chlorine contact time and develop a conceptual plan to implement improvements.
- Research and design conduit and wire connections to new chemical pump skids (see above).
- SCADA equipment upgrades and improvements – see “Scope of Work for SCADA” below.

SCOPE OF WORK FOR SCADA EQUIPMENT UPGRADES AND IMPROVEMENTS:

1. Perform Field Investigation and Review Reference Materials
    a. Inspect Existing Non Potable Water (NPW) Building Equipment and Control Panels
    b. Inspect flow, level, pressure, and temperature instruments and recommend replacement
    c. Print and Review Existing Drawings of Facility from Previous Projects
    d. Review Photos Taken During Site Visit and Correlate with Drawings
    e. Coordinate with Plant Staff to Perform Field Survey of Connected I/O to PLC
2. Generate Drawings and Specs for 60% Submittal
    a. Generate New One Line Drawing
    b. Generate New Power Layout Drawings
    c. Generate New Control Schematics and Interconnection Drawings
    d. Generate P&IDs
    e. Generate Specs
    f. Review 60% Drawings and Specs with Client
3. Generate Drawings and Specs for 100% Submittal
    a. Finalize One Line Drawing
    b. Finalize Power Layout Drawings
    c. Finalize Control Schematics and Interconnection Drawings
    d. Finalize P&IDs
    e. Finalize Specs
    f. Review 100% Drawings and Specs with Client

4. Generate Cost Estimate for the Construction Work
    a. Implement Changes to Plans and Specs from Meeting with Client
    b. Research Costs for Replacement Equipment and Generate Cost Breakdown
5. Construction Admin Services During Construction
    a. Review Submittals
    b. Respond to RFIs
    c. Overseeing Installation of New Equipment, Conduit and Wire
    d. Overseeing Commissioning and Training
    e. Generate Record Drawings from As-Builts

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Engineering and Design Services for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed one million nine hundred thirty-five thousand seven hundred ninety two dollars **($1,935,792.00),** excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling **$158,492.97** 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 two million ninety-four thousand two hundred eighty-four dollars and ninety-seven cents ($2,094,284.97).**

B. Payment. The total compensation under this Agreement shall not exceed $2,094,284.97 including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

D. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **two (2) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Termination

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

B. Notice; City Opportunity to Cure.

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

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

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

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

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce

funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

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

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

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

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

14. Amendment

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

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

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Merger

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

This Contract is issued against the Cooperative Educational Services (CES) Master Agreement 2023-01-C2113-ALL Design Professional Services, Category 2 - Lot 1, Engineering and Consulting Services, established and maintained by Cooperative Educational Services, and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

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

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

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

20. Workers Compensation

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

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

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

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

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

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

23. Records and Financial Audit

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

24. Indemnification

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

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition

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

27. Enforcement of Contract

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

28. Notices

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

To the City:
LeRoy Alvarado
Interim Facility Manager
Wastewater Management Division
City of Santa Fe
73 Paseo Real Santa Fe, NM 87507
505-469-5358
lmalvarado@santafenm.gov

To the Contractor:
Steven K. Morrow, P.E.
Senior Professional Engineer
MOLZEN CORBIN
2701 Miles Road, SE
Albuquerque, NM 87106
505.242.5700 Tel
smorrow@molzencorbin.com

29. Authority

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

30. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

CONTRACTOR:
Molzen Corbin

_____
Kevin W. Eades, President and CEO

DATE: Jan 31, 2025

NMBTIN#: _____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Feb 3, 2025 07:47 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

MOLZENCORBIN

January 16th, 2025

Mr. LeRoy Alvarado
Wastewater Management Division Operations Supervisor
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504-0909

RE: Environmental and Ecological Services
CES Contract 2023-01-C2113 - Paseo Real Wastewater Treatment Plant

Dear Mr. Alvarado:

Molzen Corbin is pleased to present this Proposal for Engineering Design Services. These services are for engineering design tasks requested by the City of Santa Fe Wastewater Division associated with 12 areas at the Paseo Real Wastewater Treatment Plant. See attached Exhibit A for a map of these 12 areas, and attached CES contract. This work is summarized in the following Scope of Services.

SCOPE OF SERVICES

This project will include work in the following areas:

1. UV and Filter Area
2. Old DAF Building
3. NPW Building
4. Headworks
5. Admin Building (Mixed Liquor Pumps)
6. Reuse Building and Pump Station
7. Compost Building and Sludge Transfer Piping
8. Digester Building
9. Plant Lift Stations
10. Power Distribution System
11. PFAS Tracing Within Collection System
12. Chemical Treatment

This work includes the design and construction administration of the following improvements:

Area 01: UV and Filter Area

- Procurement assistance and construction administration for the installation of stop logs inside UV building (design included in original contract).
- Replace slide gate in UV Channel #4.
- SCADA equipment upgrades and improvements – see “Scope of Work for SCADA” below.

Area 02: Old DAF Building

- SCADA equipment upgrades and improvements – see "Scope of Work for SCADA" below.

Area 03: NPW Building

- Install flowmeter in pipe channel.
- SCADA equipment upgrades and improvements – see "Scope of Work for SCADA" below.

Area 04: Headworks

- SCADA equipment upgrades and improvements – see "Scope of Work for SCADA" below.

Area 05: Admin Building (Mixed Liquor Pumps)

- SCADA equipment upgrades and improvements – see "Scope of Work for SCADA" below.

Area 06: Reuse Building and Pump Station

- SCADA equipment upgrades and improvements – see "Scope of Work for SCADA" below.

Area 07: Compost Building and Sludge Transfer Piping

- Prepare a Technical Memo (TM1) to evaluate the rental of a temporary sludge dryer for sludge management:
    - Landfill disposal versus sludge drying for sludge management.
    - Cost analysis of landfill disposal, sludge drying, composting and land application.
    - Investigation of on-site improvements (i.e. increasing capacity of sludge transfer pipeline)
- Prepare a Technical Memo (TM2) to assess the installation of a permanent sludge dryer:
    - Investigate sludge dryer as a potential sludge PFAS pretreatment process.
    - Research and meet with vendors.
    - Generate cost comparisons between sludge dryer alternatives.
    - TM2 will be prepared to provide support documentation for funding applications.
- Generate Design Drawings and Specifications (at 30%, 60%, 90%, and 100%) that will be subject to review and comment resulting in sets of 100% Construction Drawings and Specifications for both a Rental and Permanent Sludge Dryer.
    - Cover sheet.
    - General Notes and Electrical Notes.
    - Overall site plan.
    - Building floor plan and sections.
    - Utility Plans.
    - Plans and profiles of yard piping modifications.
    - Building HVAC modifications.
    - Building code review.
    - Structural foundation modifications.
    - Electrical Plans and details.

  - SCADA input/output schedule and standard details.
  - Technical Specifications.
  - 30%, 60%, 90%, and 100% QA / QC review.
- Procurement Support.
- Construction Administration (assume an 8-month construction duration).
- SCADA equipment upgrades and improvements – see "Scope of Work for SCADA" below.

Area 08: Digester Building

- SCADA equipment upgrades and improvements – see "Scope of Work for SCADA" below.

Area 09: Plant Lift Stations

- SCADA equipment upgrades and improvements – see "Scope of Work for SCADA" below.

Area 10: Power Distribution System

PHASE 1: Power System Evaluation

- Prepare a technical memo that includes an evaluation of the primary power distribution (12470V) and the exterior-mounted 480V switchgear around the plant that is subject to weather damage and higher exposure to corrosive environments. This memo does not include equipment within buildings. Tech memo to include:
  - Arc-flash and coordination study (identify hazard boundaries of existing switchgear and equipment).
  - Cable testing of medium voltage system (verify cable integrity).
  - Infrared imaging and visual inspection of equipment, terminations, and components.
  - Recommendations for system improvements based on findings.
  - Development of a comprehensive one-line for the plant's primary distribution system.
  - Probable cost of improvements/corrections.
  - Prioritized list of improvements.
- Immediate concerns shall be relayed to the Owner immediately to determine the corrective action.
- MC shall provide regular updates to the Owner on the progress.

PHASE 2: Emergency Power for UV Filter Building and Plant Generator

- This phase includes two tasks. The first is the work associated with the Main Plant Generator, and the second is for the UV system generator. The first task is to include:
  - Assisting the Owner with the installation of the Plant Generator.
  - Review of the record drawings to verify connections and routing.
  - Review power monitoring reports for recommendations and conductor and breaker sizes.

    - Evaluate short-term solutions for operations of the existing manual transfer scheme between Utility and Generator.
    - Evaluate the potential to automate the manual transfer scheme for a short-term solution.
    - Up-size the connection to the Blower Building.
- The UV generator assistance is to include the following:
    - Review power monitoring reports and make recommendations for sizing of a new generator.
    - Review drawings and connections and make recommendations for remote transfer controls.
    - Prepare construction and record drawings for the demolition plan and new equipment.
    - Coordinate with both Wagner and the Owner for configuration and equipment selection.
    - Coordination with plant operations for construction sequencing.
    - Witness testing during startup.
- Both systems will be equipment with data for both operations and engineering. MC will coordinate with our other projects to incorporate this information into the plant SCADA system.

PHASE 3: Electrical System Improvements

- This phase includes implementing the improvements identified in the Power System Evaluation.
- Design to include a 60%, 90%, and 100%.
- Drawings and specifications shall be incorporated as required to assist the installing contractor.
- MC shall coordinate with manufacturers and Wagner as we select and configure equipment. Other manufacturers may be coordinated with as needed.
- Regular coordination meetings and design updates shall be provided to keep the Owner up-to-date on design progress and decisions.
- MC shall work with the Owner to identify sequencing outages to ensure plant critical operations remain operational during construction.
- Construction administration support to include:
    - Construction meetings
    - Submittal reviews
    - RFI and CO responses
    - Site visits during critical installation milestones
    - Startup witness observation
- Closeout to include the preparation of record drawings

Area 11: PFAS Tracing Within Collection System

- Prepare a Technical Memo (TM3) to recommend procedures for PFAS tracing within the system:
    - present PFAS findings in the influent, effluent, and sludge piles at the PRWWTP.
    - TM3 will be prepared to provide support documentation for funding applications.

Area 12: Chemical Treatment

- Develop design to store polyaluminum chloride (PAC) and sodium hypochlorite chemical solutions and dose pumps in the Chlorine Storage and Feed Rooms in the Old DAF Building to inject into the RAS line for flocculation and filamentous microorganism control.
- Visit Old DAF Building to collect information to modify the process piping, architectural features, and HVAC system for the new chemical treatment.
- Select equipment and prepare drawings to construct modifications to the Old DAF Building.
- Research the feasibility of adding sodium hypochlorite dosing in the existing Filter/UV Building to supplement the reliability of the existing ultraviolet disinfection system.
- Evaluate the feasibility of the best options to achieve effective chlorine contact time, and develop a conceptual plan to implement improvements.
- Research and design conduit and wire connections to new chemical pump skids (see above).
- SCADA equipment upgrades and improvements – see "Scope of Work for SCADA" below.

SCOPE OF WORK FOR SCADA EQUIPMENT UPGRADES AND IMPROVEMENTS:

1. **Perform Field Investigation and Review Reference Materials**
    a. Inspect Existing NPW Building Equipment and Control Panels
    b. Inspect flow, level, pressure, and temperature instruments and recommend replacement
    c. Print and Review Existing Drawings of Facility from Previous Projects
    d. Review Photos Taken During Site Visit and Correlate with Drawings
    e. Coordinate with Plant Staff to Perform Field Survey of Connected I/O to PLC

2. **Generate Drawings and Specs for 60% Submittal**
    a. Generate New One Line Drawing
    b. Generate New Power Layout Drawings
    c. Generate New Control Schematics and Interconnection Drawings
    d. Generate P&IDs
    e. Generate Specs
    f. Review 60% Drawings and Specs with Client

3. **Generate Drawings and Specs for 100% Submittal**

a. Finalize One Line Drawing
b. Finalize Power Layout Drawings
c. Finalize Control Schematics and Interconnection Drawings
d. Finalize P&IDs
e. Finalize Specs
f. Review 100% Drawings and Specs with Client

4. **Generate Cost Estimate for the Construction Work**
   a. Implement Changes to Plans and Specs from Meeting with Client
   b. Research Costs for Replacement Equipment and Generate Cost Breakdown

5. **Construction Admin Services During Construction**
   a. Review Submittals
   b. Respond to RFIs
   c. Overseeing Installation of New Equipment, Conduit and Wire
   d. Overseeing Commissioning and Training
   e. Generate Record Drawings from As-Builts

COMPENSATION

We propose to perform the Work described above on a Time and Materials basis based on our current Standard Billing Rates enclosed herein.

PROFESSIONAL ENGINEERING DESIGN SERVICES	BUDGET
Area 01: UV and Filter Area	
Water Resources	$ 42,675.00
Electrical	$ 54,680.00
Area 02: Old DAF Building	
Electrical	$ 82,800.00
Area 03: NPW Building	
Water Resources	$ 20,060.00
Electrical	$ 64,200.00
Area 04: Headworks	
Electrical	$ 59,160.00
Area 05: Admin Building (Mixed Liquor Pumps)	
Electrical	$ 62,600.00
Area 06: Reuse Building and Pump Station	
Electrical	$ 61,200.00
Area 07: Compost Building and Sludge Transfer Piping	
Water Resources	$ 416,880.00
Electrical	$ 81,245.00
Area 08: Digester Building	
Electrical	$ 46,840.00
Area 09: Plant Lift Stations	
Electrical	$ 85,360.00
Area 10: Power Distribution System	
Electrical	$ 111,065.00
Area 11: PFAS Tracing Within Collection System	

Water Resources	$ 173,100.00
Area 12: Chemical Treatment	
Water Resources	$ 41,115.00
Electrical	$ 13,240.00
SUBTOTAL DESIGN SERVICES, exclusive of NMGRT:	**$1,416,220.00**

Additional Services	
Testudo – Mechanical Design of Sludge Dryer Facilities (see attached proposal)	$ 18,480.00*
AB Powers – Electrical Field Investigation and Testing (see attached proposal)	$ 264,000.00*
PFAS Sampling – Assumes City will Pay Lab Fees	$ 20,000.00*
Construction Observation at Compost Building (12 months) – Billed on a Time and Materials Basis	$ 187,200.00
Reimbursables (Printing, Mileage, Etc.) – Billed on a Time and Materials Basis	$ 29,892.00
SUBTOTAL ADDITIONAL SERVICES (exclusive of NMGRT)	**$ 519,572.00**
TOTAL ENGINEERING DESIGN SERVICES (exclusive of NMGRT)	**$1,935,792.00**
New Mexico Gross Receipts Tax (8.1875%)	$ 158,492.97
TOTAL ENGINEERING DESIGN SERVICES (exclusive of NMGRT)	**$2,094,284.97**

*Includes 10% markup.

NMGRT to be assessed at the current rate at the time of billing and added to all billings.

Molzen Corbin will not perform any of the work described herein without prior authorization from the City of Santa Fe. The costs shown are approximate estimates of work that the City has requested of Molzen Corbin. The costs shown for each item may be increased or decreased at the request of the City when necessary. Additional tasks may be added if the City deems them necessary for the operation of the Paseo Real Wastewater Treatment Plant.

If you have any questions or require additional information, please contact Mr. Steve Morrow, P.E. at 505.242.5700.

Sincerely,

MOLZEN CORBIN



Gerald B. Paz, P.E.
Chief Operations Officer

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
AS OF FEBRUARY 1, 2024

DEPARTMENT	BILLING CATEGORIES	2023 RATES
Architectural	Senior Principal Architect	273
	Principal Architect	252
	Senior Architect	210
	Project Architect	168
	Registered Architect	158
	Intern Architect 2	121
	Intern Architect 1	95
	Senior Architectural Designer	142
	Architectural Designer I	137
	Planner	111
	Landscape/Irrigation Designer	111
Civil Engineering	Senior Principal Engineer	273
	Principal Engineer	252
	Senior Engineer	231
	Project Engineer	189
	Professional Engineer	163
	Engineering Intern II	142
	Engineering Intern I	131
	Senior Civil Design Specialist	173
	Engineering Design Specialist	147
	Senior Engineering Design Tech	153
	Engineering Design Tech	116
	Associate Engineering Design Tech	95
Electrical Engineering	Senior Principal Engineer	273
	Principal Engineer	252
	Senior Engineer	210
	Project Engineer	184
	Professional Engineer	163
	Engineering Intern II	142
	Engineering Intern I	126
	Engineering Design Specialist	147
	Engineering Design Tech	116
	Associate Engineering Design Tech	95
Mechanical	Senior Mechanical Engineer	195

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
AS OF FEBRUARY 1, 2024

Water Resource Engineering	Senior Principal Engineer	273
	Principal Engineer	252
	Senior Engineer	231
	Project Engineer	184
	Professional Engineer	163
	Engineering Intern II	142
	Engineering Intern I	131
	Sr. Engineering Design Specialist	168
	Engineering Design Specialist	142
	Engineering Design Tech	116
	O & M Specialist	116
	Associate Engineering Design Tech	95
CADD / Survey	CADD Operator II	84
	CADD Operator I	74
	Survey Technician	111
	Two Person Survey Crew	222
	Two Person GPS Survey Crew	247
	Licensed Surveyor	231
Construction Observation	Senior Observer/Manager	111
	Senior Observer	105
	Observer	100
Administration	Administrative Aide II	79
	Administrative Aide I	58
	Administrative Support	105
	Grants/Technical Administrator	116
	Computer Technician	126
	Senior Technical Writer / Editor	100

Miscellaneous Expenses

Copies	Per Copy	$0.11
Color Copies	Per 8 1/2 x 11 Copy	$1.00
Color Copies	Per 11 x 17 Copy	$2.00
Prints/Plots(24x36)	Per Sheet	$3.00
Mileage	Per Mile (per IRS)	
Sub-Consultants	Cost x 1.1	

LAST MODIFIED: Jan 09, 2025 - 2:58pm BY USER: jbrown
DWG. LOCATION: I:\SANTA FE\SAF24\-20 Paseo Real WW RFP\DWGS\Workplan\
DWG. NAME: Fee Proposal Figure 1.dwg



MOLZENCORBIN

CITY OF SANTA FE PASEO REAL WWTP - SANTA FE, NM

FIGURE 1
MAP OF WORK AREAS

WATER RESOURCES MANHOUR ESTIMATE
City of Santa Fe WWTP (PRWTF)
Area 01 - UV/Filter Building Improvements
Rob Hanks

MOLZENCORBIN

		WATER RESOURCES					
No.	Project Task	Senior Engineer	Project Engineer	Engineering Intern I	Associate Design Technician	Departmental Totals	Grand Totals
I.	**Perform Field Investigation and Review Reference Materials**						
1	Coordination and BiWeekly Meetings with City (2)	2.00	4.00	4.00		10.00	10.00
3	Review Record Drawings	2.00		2.00		4.00	4.00
4	Develop Schematic Drawing of Improvements	4.00			4.00	8.00	8.00
5	Schematic Review with City	3.00	3.00	3.00		9.00	9.00
	Subtotal Hours	11.00	7.00	9.00	4.00	31.00	31.00
	Subtotal Fees	$2,365.00	$1,190.00	$1,080.00	$360.00	$4,995.00	$4,995.00
II.	**Generate Drawings and Specs for 60% Submittal**						
1	Coordination and BiWeekly Meetings with City (4)	4.00	11.00	8.00		23.00	23.00
2	Coordination with Manufacturers	6.00		2.00		8.00	8.00
3	Demolition Sheet	4.00			4.00	8.00	8.00
	General Sheets	2.00			2.00	4.00	4.00
4	Plan Sheets	6.00			4.00	10.00	10.00
5	Detail Sheets	1.00			2.00	3.00	3.00
6	Technical Specifications	2.00		4.00		6.00	6.00
7	Prepare 60% Submittal (Plans, Specs, Estimate)	4.00			10.00	14.00	14.00
	Subtotal Hours	29.00	11.00	14.00	22.00	76.00	76.00
	Subtotal Fees	$6,235.00	$1,870.00	$1,680.00	$1,980.00	$11,765.00	$11,765.00
III.	**Generate Drawings and Specs for 100% Submittal**						
1	Coordination and BiWeekly Meetings with City (2)	2.00	5.00	3.00		10.00	10.00
2	Coordination with Manufacturers	4.00		2.00		6.00	6.00
3	Review 60% Drawings and Specifications with City	2.00	2.00	2.00		6.00	6.00
4	Apply Comments from 60% Review	3.00			6.00	9.00	9.00
5	Finalize Drawings	4.00		4.00	12.00	20.00	20.00
6	Finalize Technical Specifications	4.00		2.00		6.00	6.00
7	Prepare 100% Submittal (Plans, Specs, Estimate)	2.00	2.00	2.00	6.00	12.00	12.00
	Subtotal Hours	21.00	9.00	15.00	24.00	69.00	69.00
	Subtotal Fees	$4,515.00	$1,530.00	$1,800.00	$2,160.00	$10,005.00	$10,005.00
V.	**Construction Admin Services During Construction**						
1	Coordination Meetings (2)	2.00	2.00	2.00		6.00	6.00
2	Coordination with Manufacturer	4.00	2.00			6.00	6.00
3	Review and Respond to RFIs	4.00	2.00	4.00		10.00	10.00
4	Review Material Submittals	2.00		2.00		4.00	4.00
5	Review Payment Applications		2.00	2.00		4.00	4.00
7	Review Changes in Work	4.00	2.00	4.00		10.00	10.00
8	Site Visits (2)	12.00	12.00	12.00		36.00	36.00
9	Final Walkthrough	6.00	6.00	6.00		18.00	18.00
	Subtotal Hours	34.00	28.00	32.00	0.00	94.00	94.00
	Subtotal Fees	$7,310.00	$4,760.00	$3,840.00	$0.00	$15,910.00	$15,910.00
	Total Labor Hours	95.00	55.00	70.00	50.00	270.00	270.00
	Standard Billing Rate or Fee	$215.00	$170.00	$120.00	$90.00		
	Fee Dollars	$20,425.00	$9,350.00	$8,400.00	$4,500.00	$42,675.00	$42,675.00

ELECTRICAL MANHOUR ESTIMATE
City of Santa Fe WWTP (PRWTF)
Area 01 - UV/Filter Building Improvements
Rob Hanks

MOLZENCORBIN

		ELECTRICAL						
No.	Project Task	Principal Engineer	Senior Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern I	Engineering Design Specialist	Departmental Totals
I.	**Perform Field Investigation and Review Reference Materials**							
1	Inspect Existing UV/Filter Building Equipment and Control Panels			2.00			2.00	4.00
2	Inspect flow, level, pressure, and temp instruments and recommend replacment			4.00			2.00	6.00
3	Print and Review Existing Drawings of Facililty from Previous Projects			6.00			2.00	8.00
4	Review Photos Taken During Site Visit and Correlate with Drawings			2.00			2.00	4.00
5	Coordinate with Plant Staff to Perform Field Survey of Connected I/O to PLC			4.00			4.00	8.00
6	**Project Management**	1.00						1.00
7	**Quality Assurance**	1.00						1.00
	Subtotal Hours Perform Field Investigation and Review Reference Materials	2.00	0.00	18.00	0.00	0.00	12.00	32.00
	Subtotal Fees Perform Field Investigation and Review Reference Materials							$5,760.00
II.	**Generate Drawings and Specs for 60% Submittal**							
1	Generate New One Line Drawings			4.00			6.00	10.00
2	Generate New Power Layout Drawings			6.00			8.00	14.00
3	Generate New Control Schematics and Interconnection Drawings			6.00			8.00	14.00
4	Generate P&IDs			8.00			12.00	20.00
5	Generate Specs			8.00				8.00
6	Review Drawings and Specs with Client			6.00			6.00	12.00
7	**Project Management**	3.00						3.00
8	**Quality Assurance**	1.00						1.00
	Subtotal Hours Generate Drawings and Specs for 60% Submittal	4.00	0.00	38.00	0.00	0.00	40.00	82.00
	Subtotal Fees Generate Drawings and Specs for 60% Submittal							$14,160.00
III.	**Generate Drawings and Specs for 100% Submittal**							
1	Generate New One Line Drawings			4.00			6.00	10.00
2	Generate New Power Layout Drawings			4.00			6.00	10.00
3	Generate New Control Schematics and Interconnection Drawings			4.00			6.00	10.00
4	Generate P&IDs			6.00			12.00	18.00
5	Generate Specs			6.00				6.00
6	Review Drawings and Specs with Client			4.00			4.00	8.00
7	**Project Management**	3.00						3.00
8	**Quality Assurance**	1.00						1.00
	Subtotal Hours Generate Drawings and Specs for 100% Submittal	4.00	0.00	28.00	0.00	0.00	34.00	66.00
	Subtotal Fees Generate Drawings and Specs for 100% Submittal							$11,320.00
IV.	**Generate Cost Estimate for the Construction Work**							
1	Implement Changes to Plans and Specs from Meeting with Client			4.00			8.00	12.00
2	Research Costs for Replacement Equipment and Generate Cost Breakdown			6.00			6.00	12.00
3	**Project Management**	3.00						3.00
4	**Quality Assurance**	1.00						1.00
	Subtotal Hours Generate Cost Estimate for the Construction Work	4.00	0.00	10.00	0.00	0.00	14.00	28.00
	Subtotal Fees Generate Cost Estimate for the Construction Work							$4,920.00
V.	**Construction Admin Services During Construction**							
1	Review Submittals			8.00			4.00	12.00
2	Respond to RFIs			8.00			4.00	12.00
3	Supervise Installation of New Equipment, Conduit and Wire			24.00			8.00	32.00
4	Supervise Commissioning and Training			12.00			4.00	16.00
5	Generate Record Drawings from As-Builts			8.00			18.00	26.00
6	**Project Management**	3.00						3.00
7	**Quality Assurance**	1.00						1.00
	Subtotal Hours Construction Admin Services During Construction	4.00	0.00	60.00	0.00	0.00	38.00	102.00
	Subtotal Fees Construction Admin Services During Construction							$18,280.00
	Total Labor Hours	19.00	0.00	154.00	0.00	0.00	138.00	311.00
	Fee Dollars							$54,680.00

ELECTRICAL MANHOUR ESTIMATE
City of Santa Fe WWTP (PRWTF)
Area 02 - DAF Building Improvements
Rob Hanks

MOLZENCORBIN

		ELECTRICAL						
No.	Project Task	Principal Engineer	Senior Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern I	Engineering Design Specialist	Departmental Totals
I.	**Perform Field Investigation and Review Reference Materials**							
1	Conduct Initial Coordination Meeting with Client			2.00			2.00	4.00
2	Inspect WWTP Control Room and Related Buildings			2.00			2.00	4.00
3	Inspect Existing DAF Building Equipment and Control Panels			2.00			2.00	4.00
4	Inspect flow, level, pressure, and temp instruments and recommend replacment			6.00			4.00	10.00
5	Print and Review Existing Drawings of Facililty from Previous Projects			6.00			4.00	10.00
6	Review Photos Taken During Site Visit and Correlate with Drawings			4.00			2.00	6.00
7	Have Electrical Contractor Perform Field Survey of Connected Equipment			8.00			2.00	10.00
8	**Project Management**	1.00						1.00
9	**Quality Assurance**	1.00						1.00
	Subtotal Hours Perform Field Investigation and Review Reference Materials	2.00	0.00	30.00	0.00	0.00	18.00	50.00
	Subtotal Fees Perform Field Investigation and Review Reference Materials							$9,000.00
II.	**Generate Drawings and Specs Necessary to Perform Upgrade**							
1	Generate New One Line Drawings			12.00			24.00	36.00
2	Generate New Power Layout Drawings			24.00			32.00	56.00
3	Generate New Control Schematics and Interconnection Drawings			24.00			32.00	56.00
4	Generate P&IDs			24.00			40.00	64.00
5	Generate Specs			24.00			2.00	26.00
6	Review Drawings and Specs with Client			8.00			8.00	16.00
7	**Project Management**	3.00						3.00
8	**Quality Assurance**	1.00						1.00
	Subtotal Hours Generate Drawings and Specs Necessary to Perform Upgrade	4.00	0.00	116.00	0.00	0.00	138.00	258.00
	Subtotal Fees Generate Drawings and Specs Necessary to Perform Upgrade							$43,480.00
III.	**Generate Cost Estimate for the Construction Work**							
1	Implement Changes to Plans and Specs from Meeting with Client			12.00			16.00	28.00
2	Research Costs for Replacement Equipment and Generate Cost Breakdown			8.00			16.00	24.00
3	**Project Management**	3.00						3.00
4	**Quality Assurance**	1.00						1.00
	Subtotal Hours Generate Cost Estimate for the Construction Work	4.00	0.00	20.00	0.00	0.00	32.00	56.00
	Subtotal Fees Generate Cost Estimate for the Construction Work							$9,440.00
IV.	**Construction Admin Services During Construction**							
1	Review Submittals			12.00			2.00	14.00
2	Respond to RFIs			8.00			2.00	10.00
3	Supervise Installation of New Equipment, Conduit and Wire			16.00			16.00	32.00
4	Supervise Commissioning and Training			18.00			16.00	34.00
5	Generate Record Drawings from As-Builts			8.00			16.00	24.00
6	**Project Management**	3.00						3.00
7	**Quality Assurance**	1.00						1.00
	Subtotal Hours Construction Admin Services During Construction	4.00	0.00	62.00	0.00	0.00	52.00	118.00
	Subtotal Fees Construction Admin Services During Construction							$20,640.00
	Total Labor Hours	15.00	0.00	228.00	0.00	0.00	240.00	483.00
	Fee Dollars							$82,800.00

ELECTRICAL MANHOUR ESTIMATE
City of Santa Fe WWTP (PRWTF)
Area 03 - NPW Building Improvements
Rob Hanks

MOLZENCORBIN

		ELECTRICAL						
No.	Project Task	Principal Engineer	Senior Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern I	Engineering Design Specialist	Departmental Totals
I.	**Perform Field Investigation and Review Reference Materials**							
1	Inspect Existing NPW Building Equipment and Control Panels			2.00			2.00	4.00
2	Inspect flow, level, pressure, and temp instruments and recommend replacment			6.00			2.00	8.00
3	Print and Review Existing Drawings of Facililty from Previous Projects			6.00			4.00	10.00
4	Review Photos Taken During Site Visit and Correlate with Drawings			2.00			2.00	4.00
5	Coordinate with Plant Staff to Perform Field Survey of Connected I/O to PLC			8.00			6.00	14.00
6	**Project Management**	1.00						1.00
7	**Quality Assurance**	1.00						1.00
	Subtotal Hours Perform Field Investigation and Review Reference Materials	2.00	0.00	24.00	0.00	0.00	16.00	42.00
	Subtotal Fees Perform Field Investigation and Review Reference Materials							$7,520.00
II.	**Generate Drawings and Specs for 60% Submittal**							
1	Generate New One Line Drawing			4.00			6.00	10.00
2	Generate New Power Layout Drawings			8.00			12.00	20.00
3	Generate New Control Schematics and Interconnection Drawings			8.00			12.00	20.00
4	Generate P&IDs			12.00			18.00	30.00
5	Generate Specs			12.00			0.00	12.00
6	Review 60% Drawings and Specs with Client			8.00			8.00	16.00
7	**Project Management**	3.00						3.00
8	**Quality Assurance**	1.00						1.00
	Subtotal Hours Generate Drawings and Specs for 60% Submittal	4.00	0.00	52.00	0.00	0.00	56.00	112.00
	Subtotal Fees Generate Drawings and Specs for 60% Submittal							$19,200.00
III.	**Generate Drawings and Specs for 100% Submittal**							
1	Finalize One Line Drawing			4.00			6.00	10.00
2	Finalize Power Layout Drawings			6.00			8.00	14.00
3	Finalize Control Schematics and Interconnection Drawings			6.00			8.00	14.00
4	Finalize P&IDs			8.00			16.00	24.00
5	Finalize Specs			8.00			0.00	8.00
6	Review 100% Drawings and Specs with Client			4.00			4.00	8.00
7	**Project Management**	3.00						3.00
8	**Quality Assurance**	1.00						1.00
	Subtotal Hours Generate Drawings and Specs for 100% Submittal	4.00	0.00	36.00	0.00	0.00	42.00	82.00
	Subtotal Fees Generate Drawings and Specs for 100% Submittal							$14,040.00
IV.	**Generate Cost Estimate for the Construction Work**							
1	Implement Changes to Plans and Specs from Meeting with Client			4.00			8.00	12.00
2	Research Costs for Replacement Equipment and Generate Cost Breakdown			6.00			6.00	12.00
3	**Project Management**	3.00						3.00
4	**Quality Assurance**	1.00						1.00
	Subtotal Hours Generate Cost Estimate for the Construction Work	4.00	0.00	10.00	0.00	0.00	14.00	28.00
	Subtotal Fees Generate Cost Estimate for the Construction Work							$4,920.00
V.	**Construction Admin Services During Construction**							
1	Review Submittals			8.00			4.00	12.00
2	Respond to RFIs			8.00			4.00	12.00
3	Supervise Installation of New Equipment, Conduit and Wire			24.00			8.00	32.00
4	Supervise Commissioning and Training			12.00			4.00	16.00
5	Generate Record Drawings from As-Builts			8.00			18.00	26.00
6	**Project Management**	3.00						3.00
7	**Quality Assurance**	1.00						1.00
	Subtotal Hours Construction Admin Services During Construction	4.00	0.00	60.00	0.00	0.00	38.00	102.00
	Subtotal Fees Construction Admin Services During Construction							$18,280.00
	Total Labor Hours	19.00	0.00	182.00	0.00	0.00	166.00	367.00
	Fee Dollars							$64,200.00

WATER RESOURCES MANHOUR ESTIMATE
City of Santa Fe WWTP (PRWTF)
Area 03 - NPW Building Improvements
Rob Hanks

MOLZEN

		WATER RESOURCES					
No.	Project Task	Senior Principal Engineer	Project Engineer	Engineering Intern I	Associate Design Technician	Departmental Totals	Grand Totals
I.	**Perform Field Investigation and Review Reference Materials**						
1	Review Record Drawings	4.00		2.00		6.00	6.00
2	Site Visit to Confirm Measurements	4.00		4.00		8.00	8.00
3	Schematic Review Meeting to Select Flowmeter Location	2.00	2.00	2.00		6.00	6.00
	Subtotal Hours	10.00	2.00	8.00	0.00	20.00	20.00
	Subtotal Fees	$2,600.00	$340.00	$960.00	$0.00	$3,900.00	$3,900.00
II.	**Generate Drawings and Specs for 60% Submittal**						
1	Coordination and BiWeekly Meetings with City (1)	1.00	2.00	2.00		5.00	5.00
2	Coordination with Manufacturers	2.00				2.00	2.00
4	Flow Meter Design and Selection	12.00				12.00	12.00
5	Plan and Section Sheets	4.00			8.00	12.00	12.00
6	Detail Sheets	2.00			2.00	4.00	4.00
7	Technical Specifications	1.00				1.00	1.00
s	**Perform Field Investigation and Review Reference Materials**	22.00	2.00	2.00	10.00	36.00	36.00
s	**Perform Field Investigation and Review Reference Materials**	$5,720.00	$340.00	$240.00	$900.00	$7,200.00	$7,200.00
III.	**Generate Drawings and Specs for 100% Submittal**						
1	Coordination and BiWeekly Meetings with City (1)	1.00	2.00	2.00		5.00	5.00
2	Coordination with Manufacturers	2.00				2.00	2.00
3	Review 60% Drawings and Specifications with City	2.00	2.00	2.00		6.00	6.00
4	Apply Comments from 60% Review	1.00			1.00	2.00	2.00
5	Finalize Drawings and Technical Specifications	4.00			4.00	8.00	8.00
btotal Hours	**Generate Drawings and Specs for 60% Submittal**	10.00	4.00	4.00	5.00	23.00	23.00
ubtotal Fees	**Generate Drawings and Specs for 60% Submittal**	$2,600.00	$680.00	$480.00	$450.00	$4,210.00	$4,210.00
V.	**Construction Admin Services During Construction**						
1	Coordination Meetings (Teams) (2)	2.00	2.00	2.00		6.00	6.00
2	Coordination with Manufacturer	2.00				2.00	2.00
3	Review and Respond to RFIs	2.00	1.00	2.00		5.00	5.00
4	Review Material Submittals	2.00				2.00	2.00
5	Review Payment Applications		2.00	2.00		4.00	4.00
6	Review Changes in Work	2.00	2.00	2.00		6.00	6.00
	#REF!	10.00	7.00	8.00	0.00	25.00	25.00
	#REF!	$2,600.00	$1,190.00	$960.00	$0.00	$4,750.00	$4,750.00
	Total Labor Hours	52.00	15.00	22.00	15.00	104.00	104.00
	Standard Billing Rate or Fee	$260.00	$170.00	$120.00	$90.00		
	Fee Dollars	$13,520.00	$2,550.00	$2,640.00	$1,350.00	$20,060.00	$20,060.00

ELECTRICAL MANHOUR ESTIMATE
City of Santa Fe WWTP (PRWTF)
Area 04 - Headworks Building Improvements
Rob Hanks

MOLZENCORBIN

		ELECTRICAL						
No.	Project Task	Principal Engineer	Senior Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern I	Engineering Design Specialist	Departmental Totals
I.	**Perform Field Investigation and Review Reference Materials**							
1	Inspect Existing Headworks Building Equipment and Control Panels			2.00			2.00	4.00
2	Inspect flow, level, pressure, and temp instruments and recommend replacment			4.00			2.00	6.00
3	Print and Review Existing Drawings of Facililty from Previous Projects			6.00			4.00	4.00
4	Review Photos Taken During Site Visit and Correlate with Drawings			2.00			2.00	
5	Coordinate with Plant Staff to Perform Field Survey of Connected I/O to PLC			8.00			6.00	6.00
6	**Project Management**	1.00						1.00
7	**Quality Assurance**	1.00						1.00
	Subtotal Hours Perform Field Investigation and Review Reference Materials	2.00	0.00	22.00	0.00	0.00	16.00	40.00
	Subtotal Fees Perform Field Investigation and Review Reference Materials							$7,120.00
II.	**Generate Drawings and Specs for 60% Submittal**							
1	Generate New One Line Drawing			4.00			6.00	10.00
2	Generate New Power Layout Drawings			8.00			12.00	20.00
3	Generate New Control Schematics and Interconnection Drawings			8.00			12.00	20.00
4	Generate P&IDs			12.00			18.00	30.00
5	Generate Specs			12.00			0.00	12.00
6	Review 60% Drawings and Specs with Client			8.00			8.00	16.00
7	**Project Management**	3.00						3.00
8	**Quality Assurance**	1.00						1.00
	Subtotal Hours Generate Drawings and Specs for 60% Submittal	4.00	0.00	52.00	0.00	0.00	56.00	112.00
	Subtotal Fees Generate Drawings and Specs for 60% Submittal							$19,200.00
III.	**Generate Drawings and Specs for 100% Submittal**							
1	Finalize One Line Drawing			4.00			6.00	10.00
2	Finalize Power Layout Drawings			6.00			8.00	14.00
3	Finalize Control Schematics and Interconnection Drawings			6.00			8.00	14.00
4	Finaloze P&IDs			8.00			16.00	24.00
5	Finalize Specs			8.00			0.00	8.00
6	Review 100% Drawings and Specs with Client			4.00			4.00	8.00
7	**Project Management**	3.00						3.00
8	**Quality Assurance**	1.00						1.00
	Subtotal Hours Generate Drawings and Specs for 100% Submittal	4.00	0.00	36.00	0.00	0.00	42.00	82.00
	Subtotal Fees Generate Drawings and Specs for 100% Submittal							$14,040.00
IV.	**Generate Cost Estimate for the Construction Work**							
1	Implement Changes to Plans and Specs from Meeting with Client			4.00			8.00	12.00
2	Research Costs for Replacement Equipment and Generate Cost Breakdown			6.00			6.00	12.00
3	**Project Management**	3.00						3.00
4	**Quality Assurance**	1.00						1.00
	Subtotal Hours Generate Cost Estimate for the Construction Work	4.00	0.00	10.00	0.00	0.00	14.00	28.00
	Subtotal Fees Generate Cost Estimate for the Construction Work							$4,920.00
V.	**Construction Admin Services During Construction**							
1	Review Submittals			8.00			2.00	10.00
2	Respond to RFIs			8.00			2.00	10.00
3	Supervise Installation of New Equipment, Conduit and Wire			12.00			2.00	14.00
4	Supervise Commissioning and Training			12.00			4.00	16.00
5	Generate Record Drawings from As-Builts			8.00			12.00	20.00
6	**Project Management**	3.00						3.00
7	**Quality Assurance**	1.00						1.00
	Subtotal Hours Construction Admin Services During Construction	4.00	0.00	48.00	0.00	0.00	22.00	74.00
	Subtotal Fees Construction Admin Services During Construction							$13,640.00
	Total Labor Hours	19.00	0.00	168.00	0.00	0.00	150.00	337.00
	Fee Dollars							$59,160.00

ELECTRICAL MANHOUR ESTIMATE
City of Santa Fe WWTP (PRWTF)
Area 05 - Mixed Liquor Pumps Electrical Equip Improvements
Rob Hanks

MOLZENCORBIN

		ELECTRICAL						
No.	Project Task	Principal Engineer	Senior Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern I	Engineering Design Specialist	Departmental Totals
I.	**Perform Field Investigation and Review Reference Materials**							
1	Inspect Existing Mixed Liquor Pump Area Equipment and Control Panels			2.00			2.00	4.00
2	Inspect flow, level, pressure, and temp instruments and recommend replacment			6.00			2.00	8.00
3	Print and Review Existing Drawings of Facililty from Previous Projects			6.00			4.00	10.00
4	Review Photos Taken During Site Visit and Correlate with Drawings			2.00			2.00	4.00
5	Coordinate with Plant Staff to Perform Field Survey of Connected I/O to PLC			8.00			6.00	14.00
6	**Project Management**	1.00						1.00
7	**Quality Assurance**	1.00						1.00
	Subtotal Hours Perform Field Investigation and Review Reference Materials	2.00	0.00	24.00	0.00	0.00	16.00	42.00
	Subtotal Fees Perform Field Investigation and Review Reference Materials							$7,520.00
II.	**Generate Drawings and Specs for 60% Submittal**							
1	Generate New One Line Drawing			4.00			6.00	10.00
2	Generate New Power Layout Drawings			8.00			12.00	20.00
3	Generate New Control Schematics and Interconnection Drawings			8.00			12.00	20.00
4	Generate P&IDs			12.00			18.00	30.00
5	Generate Specs			8.00				8.00
6	Review 60% Drawings and Specs with Client			8.00			8.00	16.00
7	**Project Management**	3.00						3.00
8	**Quality Assurance**	1.00						1.00
	Subtotal Hours Generate Drawings and Specs for 60% Submittal	4.00	0.00	48.00	0.00	0.00	56.00	108.00
	Subtotal Fees Generate Drawings and Specs for 60% Submittal							$18,400.00
III.	**Generate Drawings and Specs for 100% Submittal**							
1	Finalize One Line Drawing			4.00			6.00	10.00
2	Finalize Power Layout Drawings			6.00			8.00	14.00
3	Finalize Control Schematics and Interconnection Drawings			6.00			8.00	14.00
4	Finalize P&IDs			8.00			16.00	24.00
5	Finalize Specs			8.00				8.00
6	Review 100% Drawings and Specs with Client			4.00			4.00	8.00
7	**Project Management**	3.00						3.00
8	**Quality Assurance**	1.00						1.00
	Subtotal Hours Generate Drawings and Specs for 100% Submittal	4.00	0.00	36.00	0.00	0.00	42.00	82.00
	Subtotal Fees Generate Drawings and Specs for 100% Submittal							$14,040.00
IV.	**Generate Cost Estimate for the Construction Work**							
1	Implement Changes to Plans and Specs from Meeting with Client			4.00			8.00	12.00
2	Research Costs for Replacement Equipment and Generate Cost Breakdown			6.00			6.00	12.00
3	**Project Management**	3.00						3.00
4	**Quality Assurance**	1.00						1.00
	Subtotal Hours Generate Cost Estimate for the Construction Work	4.00	0.00	10.00	0.00	0.00	14.00	28.00
	Subtotal Fees Generate Cost Estimate for the Construction Work							$4,920.00
V.	**Construction Admin Services During Construction**							
1	Review Submittals			8.00			4.00	12.00
2	Respond to RFIs			8.00			4.00	12.00
3	Supervise Installation of New Equipment, Conduit and Wire			24.00			8.00	32.00
4	Supervise Commissioning and Training			8.00			4.00	12.00
5	Generate Record Drawings from As-Builts			8.00			18.00	26.00
6	**Project Management**	3.00						3.00
7	**Quality Assurance**	1.00						1.00
	Subtotal Hours Construction Admin Services During Construction	4.00	0.00	56.00	0.00	0.00	38.00	98.00
	Subtotal Fees Construction Admin Services During Construction							$17,480.00
	Total Labor Hours	19.00	0.00	174.00	0.00	0.00	166.00	359.00
	Fee Dollars							$62,600.00

ELECTRICAL MANHOUR ESTIMATE
City of Santa Fe WWTP (PRWTF)
Area 06 - Reuse Building Imrpovements
Rob Hanks

MOLZENCORBIN

		ELECTRICAL						
No.	Project Task	Principal Engineer	Senior Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern I	Engineering Design Specialist	Departmental Totals
I.	**Perform Field Investigation and Review Reference Materials**							
1	Inspect Existing Reuse Building Equipment and Control Panels			2.00			2.00	4.00
2	Inspect flow, level, pressure, and temp instruments and recommend replacment			4.00			2.00	6.00
3	Print and Review Existing Drawings of Facililty from Previous Projects			6.00			4.00	4.00
4	Review Photos Taken During Site Visit and Correlate with Drawings			2.00			2.00	
5	Coordinate with Plant Staff to Perform Field Survey of Connected I/O to PLC			8.00			6.00	6.00
6	**Project Management**	1.00						1.00
7	**Quality Assurance**	1.00						1.00
	Subtotal Hours Perform Field Investigation and Review Reference Materials	2.00	0.00	22.00	0.00	0.00	16.00	40.00
	Subtotal Fees Perform Field Investigation and Review Reference Materials							$7,120.00
II.	**Generate Drawings and Specs for 60% Submittal**							
1	Generate New One Line Drawing			4.00			6.00	10.00
2	Generate New Power Layout Drawings			8.00			12.00	20.00
3	Generate New Control Schematics and Interconnection Drawings			8.00			12.00	20.00
4	Generate P&IDs			12.00			18.00	30.00
5	Generate Specs			12.00			0.00	12.00
6	Review 60% Drawings and Specs with Client			8.00			8.00	16.00
7	**Project Management**	3.00						3.00
8	**Quality Assurance**	1.00						1.00
	Subtotal Hours Generate Drawings and Specs for 60% Submittal	4.00	0.00	52.00	0.00	0.00	56.00	112.00
	Subtotal Fees Generate Drawings and Specs for 60% Submittal							$19,200.00
III.	**Generate Drawings and Specs for 100% Submittal**							
1	Finalize One Line Drawing			4.00			6.00	10.00
2	Finalize Power Layout Drawings			6.00			8.00	14.00
3	Finalize Control Schematics and Interconnection Drawings			6.00			8.00	14.00
4	Finaloze P&IDs			8.00			16.00	24.00
5	Finalize Specs			8.00			0.00	8.00
6	Review 100% Drawings and Specs with Client			4.00			4.00	8.00
7	**Project Management**	3.00						3.00
8	**Quality Assurance**	1.00						1.00
	Subtotal Hours Generate Drawings and Specs for 100% Submittal	4.00	0.00	36.00	0.00	0.00	42.00	82.00
	Subtotal Fees Generate Drawings and Specs for 100% Submittal							$14,040.00
IV.	**Generate Cost Estimate for the Construction Work**							
1	Implement Changes to Plans and Specs from Meeting with Client			4.00			8.00	12.00
2	Research Costs for Replacement Equipment and Generate Cost Breakdown			6.00			6.00	12.00
3	**Project Management**	3.00						3.00
4	**Quality Assurance**	1.00						1.00
	Subtotal Hours Generate Cost Estimate for the Construction Work	4.00	0.00	10.00	0.00	0.00	14.00	28.00
	Subtotal Fees Generate Cost Estimate for the Construction Work							$4,920.00
V.	**Construction Admin Services During Construction**							
1	Review Submittals			8.00			2.00	10.00
2	Respond to RFIs			8.00			2.00	10.00
3	Supervise Installation of New Equipment, Conduit and Wire			18.00			2.00	20.00
4	Supervise Commissioning and Training			12.00			4.00	16.00
5	Generate Record Drawings from As-Builts			8.00			18.00	26.00
6	**Project Management**	3.00						3.00
7	**Quality Assurance**	1.00						1.00
	Subtotal Hours Construction Admin Services During Construction	4.00	0.00	54.00	0.00	0.00	28.00	86.00
	Subtotal Fees Construction Admin Services During Construction							$15,680.00
	Total Labor Hours	19.00	0.00	174.00	0.00	0.00	156.00	349.00
	Fee Dollars							$61,200.00

ELECTRICAL MANHOUR ESTIMATE
Area 07 - Compost Building Improvements
Santa Fe
Steven Morrow

MOLZENCORBIN

		ELECTRICAL				
No.	Project Task	Principal Engineer	Project Engineer	Engineering Intern II	Departmental Totals	Grand Totals
I.	**Pre-Design/Study/Programming**					
Rental Sludge Dryer						
1	Project Scoping	2.00			2.00	2.00
2	Investigating Record Drawings		2.00	2.00	4.00	4.00
3	Coordination with Manufacturers		3.00		3.00	3.00
4	Coordination Meetings with City (1)		2.00		2.00	2.00
Permanent Sludge Dryer						
5	Project Scoping	2.00			2.00	2.00
6	Investigating Record Drawings		2.00	2.00	4.00	4.00
7	Coordination with Manufacturers		4.00		4.00	4.00
8	Technical Memo - Elec/Control Narrative		5.00	3.00	8.00	8.00
9	Coordination Meetings with City (1)		2.00		2.00	2.00
10	**Quality Assurance**	1.00			1.00	1.00
	Subtotal Hours Pre-Design/Study/Programming	5.00	20.00	7.00	32.00	32.00
	Subtotal Fees Pre-Design/Study/Programming	$1,200.00	$3,500.00	$945.00	$5,645.00	$5,645.00
II.	**Preliminary Design/Schematics (30%)**					
Rental Sludge Dryer						
1	Coordination and BiWeekly Meetings with City (2)	1.00	2.00		3.00	3.00
2	Coordination with Manufacturer		2.00	2.00	4.00	4.00
3	Initial Site Visit to Verify Power Location		5.00	5.00	10.00	10.00
4	Coordination with Mechanical Subconsultant		1.00	2.00	3.00	3.00
5	30% Building Plan		2.00	4.00	6.00	6.00
6	30% One-Line		4.00	6.00	10.00	10.00
7	30% Cost Estimate		2.00	3.00	5.00	5.00
8	Prepare 30% Deliverable (Plan, Estimate, Scope)		1.00	2.00	3.00	3.00
Permanent Sludge Dryer						
9	Coordination and BiWeekly Meetings with City (3)	2.00	4.00		6.00	6.00
10	Coordination with Manufacturer				0.00	0.00
11	Initial Site Visit to Verify Power Location		6.00	6.00	12.00	12.00
12	Coordination with Mechanical Subconsultant		2.00	3.00	5.00	5.00
13	30% Building Plan		2.00	4.00	6.00	6.00
14	30% One-Line		4.00	6.00	10.00	10.00
15	30% Cost Estimate		2.00	3.00	5.00	5.00
16	Prepare 30% Deliverable (Plan, Estimate, Scope)		1.00	2.00	3.00	3.00
17	**Quality Assurance**	5.00			5.00	5.00
	Subtotal Hours Preliminary Design/Schematics (30%)	8.00	40.00	48.00	96.00	96.00
	Subtotal Fees Preliminary Design/Schematics (30%)	$1,920.00	$7,000.00	$6,480.00	$15,400.00	$15,400.00
III.	**Design Development (60%)**					
Rental Sludge Dryer						
1	Coordination and BiWeekly Meetings with City (2)	1.00	2.00		3.00	3.00
2	Coordination with Manufacturer		1.00	2.00	3.00	3.00
3	Coordination with Mechanical Subconsultant			2.00	2.00	2.00
4	60% Building Plan		4.00	6.00	10.00	10.00
5	60% One-Line		2.00	4.00	6.00	6.00
6	60% Details and Schedules		3.00	5.00	8.00	
7	60% Cost Estimate		1.00	2.00	3.00	3.00
8	Prepare 60% Deliverable (Plan, Estimate, Scope)		1.00	2.00	3.00	3.00
Permanent Sludge Dryer						
9	Coordination and BiWeekly Meetings with City (3)	1.00	3.00		4.00	4.00
10	Coordination with Manufacturer		2.00	2.00	4.00	4.00
11	Coordination with Mechanical Subconsultant			3.00	3.00	3.00
12	60% Building Plan		5.00	8.00	13.00	13.00
13	60% One-Line		2.00	4.00	6.00	6.00
14	60% Schematics		6.00	10.00	16.00	16.00

ELECTRICAL MANHOUR ESTIMATE
Area 07 - Compost Building Improvements
Santa Fe
Steven Morrow

MOLZENCORBIN

		ELECTRICAL				
No.	Project Task	Principal Engineer	Project Engineer	Engineering Intern II	Departmental Totals	Grand Totals
15	60% Details and Schedules		4.00	7.00	11.00	11.00
16	60% Cost Estimate		1.00	3.00	4.00	4.00
17	Prepare 60% Deliverable (Plan, Estimate, Scope)		1.00	2.00	3.00	3.00
18	**Quality Assurance**	6.00			6.00	6.00
	Subtotal Hours Design Development (60%)	8.00	38.00	62.00	108.00	108.00
	Subtotal Fees Design Development (60%)	$1,920.00	$6,650.00	$8,370.00	$16,940.00	$16,940.00
IV.	**Construction Documents (90%)**					
Rental Sludge Dryer						
1	Coordination and BiWeekly Meetings with City (1)		1.00		1.00	1.00
2	Coordination with Manufacturer		1.00		1.00	1.00
3	Coordination with Mechanical Subconsultant			1.00	1.00	1.00
4	90% Building Plan		2.00	3.00	5.00	5.00
5	90% One-Line		1.00	2.00	3.00	3.00
6	90% Details and Schedules		2.00	3.00		
7	90% Cost Estimate			1.00	1.00	1.00
8	Prepare 90% Deliverable (Plan, Estimate, Scope)		1.00	2.00	3.00	3.00
Permanent Sludge Dryer						
9	Coordination and BiWeekly Meetings with City (2)		2.00		2.00	2.00
10	Coordination with Manufacturer		1.00	1.00	2.00	2.00
11	Coordination with Mechanical Subconsultant			1.00	1.00	1.00
12	90% Building Plan		3.00	4.00	7.00	7.00
13	90% One-Line		1.00	2.00	3.00	3.00
14	90% Schematics		3.00	5.00	8.00	8.00
15	90% Details and Schedules		2.00	4.00	6.00	6.00
16	90% Cost Estimate			1.00	1.00	1.00
17	Prepare 90% Deliverable (Plan, Estimate, Scope)		1.00	2.00	3.00	3.00
18	**Quality Assurance**	4.00			4.00	4.00
	Subtotal Hours Construction Documents (90%)	4.00	21.00	32.00	57.00	57.00
	Subtotal Fees Construction Documents (90%)	$960.00	$3,675.00	$4,320.00	$8,955.00	$8,955.00
V.	**Final Design (100%)**					
Rental Sludge Dryer						
1	Coordination and BiWeekly Meetings with City (1)		1.00		1.00	1.00
2	Coordination with Mechanical Subconsultant			1.00	1.00	1.00
3	100% Building Plan		2.00	2.00	4.00	4.00
4	100% One-Line		1.00	1.00	2.00	2.00
5	100% Details and Schedules		1.00	2.00		
6	100% Cost Estimate			1.00	1.00	1.00
7	Prepare 100% Deliverable (Plan, Estimate, Scope)		1.00	2.00	3.00	3.00
Permanent Sludge Dryer						
8	Coordination and BiWeekly Meetings with City (1)		1.00		1.00	1.00
9	Coordination with Mechanical Subconsultant			1.00	1.00	1.00
10	100% Building Plan		1.00	3.00	4.00	4.00
11	100% One-Line		1.00	1.00	2.00	2.00
12	100% Schematics		2.00	3.00	5.00	5.00
13	100% Details and Schedules		1.00	2.00	3.00	3.00
14	100% Cost Estimate			1.00	1.00	1.00
15	Prepare 100% Deliverable (Plan, Estimate, Scope)		1.00	2.00	3.00	3.00
16	**Quality Assurance**	3.00			3.00	3.00
	Subtotal Hours Final Design (100%)	3.00	13.00	22.00	38.00	38.00
	Subtotal Fees Final Design (100%)	$720.00	$2,275.00	$2,970.00	$5,965.00	$5,965.00
VI.	**Procurement Support**					
Rental Sludge Dryer						
1	Assist City with Selecting Installation Contractor		1.00		1.00	1.00
2	Coordination with Manufacturer		1.00		1.00	1.00

ELECTRICAL MANHOUR ESTIMATE
Area 07 - Compost Building Improvements
Santa Fe
Steven Morrow

MOLZENCORBIN

		ELECTRICAL				
No.	**Project Task**	Principal Engineer	Project Engineer	Engineering Intern II	Departmental Totals	Grand Totals
3	Answer Contractor's Questions		1.00	2.00	3.00	3.00
4	Meetings with Contractor		1.00		1.00	1.00
5	Prepare and Issue Addendum		1.00	1.00	2.00	2.00
Permanent Sludge Dryer						
6	Assist City with Selecting Installation Contractor		1.00		1.00	1.00
7	Coordination with Manufacturer		1.00		1.00	1.00
8	Answer Contractor's Questions		2.00	3.00	5.00	5.00
9	Meetings with Contractor		1.00		1.00	1.00
10	Prepare and Issue Addendum		2.00	3.00	5.00	5.00
11	**Quality Assurance**	2.00			2.00	2.00
	Subtotal Hours Procurement Support	2.00	12.00	9.00	23.00	23.00
	Subtotal Fees Procurement Support	$480.00	$2,100.00	$1,215.00	$3,795.00	$3,795.00
VII.	**Construction Admin. Services**					
Rental Sludge Dryer						
1	Coordination Meetings (Teams) (3)		3.00		3.00	3.00
2	Coordination with Manufacturer		1.00	1.00	2.00	2.00
3	Review and Respond to RFIs		2.00	1.00	3.00	3.00
4	Review Material Submittals		3.00	8.00	11.00	11.00
5	Review Payment Applications		2.00		2.00	2.00
6	On-Site Construction Progress Meetings (1)		5.00		5.00	5.00
7	Review Changes in Work		2.00		2.00	2.00
8	Plant Shakedown		6.00		6.00	6.00
Permanent Sludge Dryer						
9	Coordination and BiWeekly Meetings with City (Teams) (5)	2.00	5.00		7.00	7.00
10	Coordination with Manufacturer		2.00	1.00	3.00	3.00
11	Review and Respond to RFIs		3.00	4.00	7.00	7.00
12	Review Material Submittals		4.00	12.00	16.00	16.00
13	Review Payment Applications		3.00		3.00	3.00
14	On-SiteConstruction Progress Meetings (2)		12.00	6.00	18.00	18.00
15	Review Changes in Work		3.00	2.00	5.00	5.00
16	Plant Shakedown		6.00		6.00	6.00
17	**Quality Assurance**	8.00			8.00	8.00
	Subtotal Hours Construction Admin. Services	10.00	62.00	35.00	107.00	107.00
	Subtotal Fees Construction Admin. Services	$2,400.00	$10,850.00	$4,725.00	$17,975.00	$17,975.00
VIII.	**Closeout**					
Rental Sludge Dryer						
1	Final Walkthrough		6.00		6.00	6.00
2	Record Drawings		2.00	4.00	6.00	6.00
Permanent Sludge Dryer						
3	Final Walkthrough		6.00	6.00	12.00	12.00
4	Record Drawings		4.00	10.00	14.00	14.00
5	**Quality Assurance**	3.00			3.00	3.00
	Subtotal Hours Closeout	3.00	18.00	20.00	41.00	41.00
	Subtotal Fees Closeout	720.00	3,150.00	2,700.00	6,570.00	6,570.00
	Total Labor Hours	43.00	224.00	235.00	502.00	502.00
	Standard Billing Rate or Fee	$240.00	$175.00	$135.00		
	Fee Dollars	$10,320.00	$39,200.00	$31,725.00	$81,245.00	$81,245.00

WATER RESOURCES MANHOUR ESTIMATE
Area 07 - Compost Building Improvements
Santa Fe
Steven Morrow

MOLZENCORBIN

No.	Project Task	WATER RESOURCES: Senior Engineer	Project Engineer	Engineering Intern I	Senior Engineering Design Specialist	Associate Design Technician	Departmental Totals	ADMIN: ADMIN - Support	ADMIN. Totals	Grand Totals
I.	**Pre-Design/Study/Programming**									
Rental Sludge Dryer										
1	Coordination and BiWeekly Meetings with City (2)	2.00	7.00	4.00			13.00		0.00	13.00
2	Preliminary Building and Yard Piping Plan	4.00		2.00		6.00	12.00		0.00	12.00
3	Budgetary Construction Cost Estimate	4.00		2.00			6.00		0.00	6.00
4	Project Scoping	5.00	5.00	5.00			15.00		0.00	15.00
5	Coordination with Manufacturer	4.00		2.00			6.00		0.00	6.00
Permanent Sludge Dryer										
6	Coordination and BiWeekly Meetings with City (4)	4.00	13.00	8.00			25.00		0.00	25.00
7	Preliminary Building and Yard Piping Plan	6.00		3.00		6.00	15.00		0.00	15.00
8	Solicit Quotes from Vendors	4.00		4.00			8.00		0.00	8.00
9	Technical Memo for Acquisition of Permanent Sludge Dryer		80.00	20.00			100.00		0.00	100.00
10	Site Investigation and Review of Record Drawings	2.00		4.00			6.00		0.00	6.00
11	Budgetary Construction Cost Estimate	4.00		2.00			6.00		0.00	6.00
12	Project Scoping	5.00	5.00	5.00			15.00		0.00	15.00
13	Coordination with Manufacturers	6.00	4.00				10.00		0.00	10.00
14	**CADD Management**				2.00		2.00		0.00	2.00
15	**Project Management**		2.00				2.00		0.00	2.00
16	**Quality Assurance**		2.00				2.00		0.00	2.00
	Subtotal Hours Pre-Design/Study/Programming	50.00	118.00	61.00	2.00	12.00	243.00	0.00	0.00	243.00
	Subtotal Fees Pre-Design/Study/Programming	$11,000.00	$20,650.00	$7,625.00	$320.00	$1,080.00	$40,675.00	$0.00	$0.00	$40,675.00
II.	**Preliminary Design/Schematics (30%)**									
Rental Sludge Dryer										
1	Coordination and BiWeekly Meetings with City (4)	4.00	11.00	8.00			23.00		0.00	23.00
2	Coordination with Manufacturer	4.00	2.00				6.00		0.00	6.00
3	Initial Site Visit to take Field Measurements	8.00		8.00			16.00		0.00	16.00
4	Coordination with Mechanical Subconsultant	1.00	4.00				5.00		0.00	5.00
5	30% Building Plan for Rental Sludge Dryer	2.00		4.00		20.00	26.00		0.00	26.00
6	30% Yard Piping Plan for Rental Sludge Dryer	4.00		6.00		16.00	26.00		0.00	26.00
7	30% Cost Estimate	2.00		4.00			6.00		0.00	6.00
8	Technical Specifications Table of Contents			2.00			2.00	2.00	2.00	4.00
9	Prepare 30% Deliverable (Plan, Estimate, Scope)	4.00	4.00			12.00	20.00		0.00	20.00
Permanent Sludge Dryer										
10	Coordination and BiWeekly Meetings with City (6)	6.00	15.00	12.00			33.00		0.00	33.00
11	Coordination with Manufacturer	6.00	3.00				9.00		0.00	9.00
12	Field Investigation	8.00		8.00			16.00		0.00	16.00
13	Coordination with Mechanical Subconsultant	2.00	4.00				6.00		0.00	6.00
14	30% Building Plan for Permanent Sludge Dryer	4.00		8.00		24.00	36.00		0.00	36.00
15	30% Yard Piping Plan for Permanent Sludge Dryer	4.00		8.00		24.00	36.00		0.00	36.00
16	Coordinate with Surveyors for SUE		3.00	3.00			6.00		0.00	6.00
17	Design of Sludge Transfer Pipe	4.00		2.00			6.00		0.00	6.00
18	Preliminary Plan of Sludge Transfer Pipe	4.00				12.00	16.00		0.00	16.00
19	30% Cost Estimate	3.00		6.00			9.00		0.00	9.00
20	Technical Specifications Table of Contents			2.00			2.00		0.00	2.00
21	Prepare 30% Deliverable (Plan, Estimate, Scope)	6.00	4.00			30.00	40.00		0.00	40.00
22	**CADD Management**				2.00		2.00		0.00	2.00
23	**Project Management**		4.00				4.00		0.00	4.00
24	**Quality Assurance**	2.00	2.00				4.00		0.00	4.00
	Subtotal Hours Preliminary Design/Schematics (30%)	78.00	56.00	81.00	2.00	138.00	355.00	2.00	2.00	357.00
	Subtotal Fees Preliminary Design/Schematics (30%)	$17,160.00	$9,800.00	$10,125.00	$320.00	$12,420.00	$49,825.00	$200.00	$200.00	$50,025.00
III.	**Design Development (60%)**									
Rental Sludge Dryer										
1	Coordination and BiWeekly Meetings with City (8)	8.00	24.00	16.00			48.00		0.00	48.00
2	Coordination with Manufacturer	8.00	2.00				10.00		0.00	10.00
3	Address 30% Comments	8.00		2.00		8.00	18.00		0.00	18.00
4	Coordination with Mechanical Subconsultant	4.00	2.00				6.00		0.00	6.00
5	Plan-In-Hand Site Visit	8.00	8.00	8.00			24.00		0.00	24.00
6	60% Building Plan for Rental Sludge Dryer	4.00		12.00		32.00	48.00		0.00	48.00
7	60% Yard Piping Plan for Rental Sludge Dryer	12.00		4.00		24.00	40.00		0.00	40.00
8	Detail Sheets	4.00				4.00	8.00		0.00	8.00
9	60% Cost Estimate			4.00			4.00		0.00	4.00
10	60% Technical Specifications			6.00			6.00	2.00	2.00	8.00
11	Prepare 60% Deliverable (Plans, Estimate, Specs)		4.00			12.00	16.00		0.00	16.00
Permanent Sludge Dryer										
12	Coordination and BiWeekly Meetings with City (12)	12.00	30.00	24.00			66.00		0.00	66.00
13	Coordination with Manufacturer	8.00	6.00				14.00		0.00	14.00
14	Address 30% Comments	8.00	6.00	3.00		8.00	25.00		0.00	25.00
15	Coordination with Mechanical Subconsultant	8.00	6.00				14.00		0.00	14.00
16	Plan-In-Hand Site Visit	8.00	8.00	8.00			24.00		0.00	24.00
17	60% Building Plan for Permanent Sludge Dryer	2.00		12.00		36.00	50.00		0.00	50.00
18	60% Yard Piping Plan for Permanent Sludge Dryer	10.00		6.00		36.00	52.00		0.00	52.00
19	Sludge Transfer Pipe Plan and Profile Sheets	10.00				28.00	38.00		0.00	38.00
20	Detail Sheets	4.00				8.00	12.00		0.00	12.00
21	60% Cost Estimate			6.00			6.00		0.00	6.00
22	60% Technical Specifications			6.00			6.00		0.00	6.00
23	Prepare 60% Deliverable (Plans, Estimate, Specs)		6.00			14.00	20.00		0.00	20.00

WATER RESOURCES MANHOUR ESTIMATE
Area 07 - Compost Building Improvements
Santa Fe
Steven Morrow

MOLZENCORBIN

		WATER RESOURCES						ADMIN		
No.	Project Task	Senior Engineer	Project Engineer	Engineering Intern I	Senior Engineering Design Specialist	Associate Design Technician	Departmental Totals	ADMIN - Support	ADMIN. Totals	Grand Totals
24	**CADD Management**				4.00		4.00		0.00	4.00
25	**Project Management**		2.00				2.00		0.00	2.00
26	**Quality Assurance**		4.00				4.00		0.00	4.00
	Subtotal Hours Design Development (60%)	126.00	108.00	117.00	4.00	210.00	565.00	2.00	2.00	567.00
	Subtotal Fees Design Development (60%)	$27,720.00	$18,900.00	$14,625.00	$640.00	$18,900.00	$80,785.00	$200.00	$200.00	$80,985.00
IV.	**Construction Documents (90%)**									
Rental Sludge Dryer										
1	Coordination and BiWeekly Meetings with City (4)	4.00	12.00	8.00			24.00		0.00	24.00
2	Coordination with Manufacturer	8.00	8.00				16.00		0.00	16.00
3	Address 60% Comments	8.00	2.00	8.00		12.00	30.00		0.00	30.00
4	Coordination with Mechanical Subconsultant	4.00	6.00				10.00		0.00	10.00
5	90% Building Plan for Rental Sludge Dryer	4.00	4.00	2.00		20.00	30.00		0.00	30.00
6	90% Yard Piping Plan for Rental Sludge Dryer	6.00	2.00	2.00		20.00	30.00		0.00	30.00
7	Finalize Detail Sheets	2.00				4.00	6.00		0.00	6.00
8	90% Cost Estimate	4.00		6.00			10.00		0.00	10.00
9	90% Technical Specifications	6.00		4.00			10.00		0.00	10.00
10	Prepare 90% Deliverable (Plans, Estimate, Specs)	4.00	4.00	4.00		12.00	24.00		0.00	24.00
Permanent Sludge Dryer										
11	Coordination and BiWeekly Meetings with City (6)	6.00	18.00	12.00			36.00		0.00	36.00
12	Coordination with Manufacturer	8.00	8.00				16.00		0.00	16.00
13	Address 60% Comments	4.00		8.00		12.00	24.00		0.00	24.00
14	Coordination with Mechanical Subconsultant	2.00	4.00				6.00		0.00	6.00
15	90% Building Plan for Permanent Sludge Dryer		6.00	3.00		32.00	41.00		0.00	41.00
16	90% Yard Piping Plan for Permanent Sludge Dryer	8.00	3.00	3.00		24.00	38.00		0.00	38.00
17	Sludge Transfer Pipe Plan and Profile Sheets	4.00		8.00		16.00	28.00		0.00	28.00
18	Finalize Detail Sheets	3.00				6.00	9.00		0.00	9.00
19	90% Cost Estimate	6.00		6.00			12.00		0.00	12.00
20	90% Technical Specifications	8.00		6.00			14.00		0.00	14.00
21	Prepare 90% Deliverable (Plans, Estimate, Specs)	6.00	6.00	6.00		16.00	34.00		0.00	34.00
22	**CADD Management**				2.00		2.00		0.00	2.00
23	**Project Management**		2.00				2.00		0.00	2.00
24	**Quality Assurance**		1.00				1.00		0.00	1.00
	Subtotal Hours Construction Documents (90%)	105.00	86.00	86.00	2.00	174.00	453.00	0.00	0.00	453.00
	Subtotal Fees Construction Documents (90%)	$23,100.00	$15,050.00	$10,750.00	$320.00	$15,660.00	$64,880.00	$0.00	$0.00	$64,880.00
V.	**Final Design (100%)**									
Rental Sludge Dryer										
1	Coordination and BiWeekly Meetings with City (2)	2.00	8.00	4.00			14.00		0.00	14.00
2	Coordination with Manufacturer	8.00	4.00				12.00		0.00	12.00
3	Address 90% Comments	4.00	2.00	4.00		8.00	18.00		0.00	18.00
4	Coordination with Mechanical Subconsultant		4.00				4.00		0.00	4.00
5	100% Building Plan for Rental Sludge Dryer	1.00	1.00	8.00		12.00	22.00		0.00	22.00
6	100% Yard Piping Plan for Rental Sludge Dryer	6.00	1.00	2.00		16.00	25.00		0.00	25.00
7	100% Cost Estimate	2.00		4.00			6.00		0.00	6.00
8	100% Technical Specifications	4.00		2.00			6.00	4.00	4.00	10.00
9	Prepare 100% Deliverable (Plans, Estimate, Specs)	8.00		8.00		16.00	32.00		0.00	32.00
Permanent Sludge Dryer										
10	Coordination and BiWeekly Meetings with City (3)	3.00	12.00	6.00			21.00		0.00	21.00
11	Coordination with Manufacturer	8.00	4.00				12.00		0.00	12.00
12	Address 90% Comments	4.00	3.00			12.00	19.00		0.00	19.00
13	Coordination with Mechanical Subconsultant		4.00				4.00		0.00	4.00
14	100% Building Plan for Permanent Sludge Dryer	1.00	1.00	12.00		18.00	32.00		0.00	32.00
15	100% Yard Piping Plan for Permanent Sludge Dryer	9.00	1.00	3.00		24.00	37.00		0.00	37.00
16	Sludge Transfer Pipe Plan and Profile Sheets	6.00		8.00		16.00	30.00		0.00	30.00
17	100% Cost Estimate	3.00		6.00			9.00		0.00	9.00
18	100% Technical Specifications	6.00		3.00			9.00		0.00	9.00
19	Prepare 100% Deliverable (Plans, Estimate, Specs)	10.00		10.00		20.00	40.00		0.00	40.00
20	**CADD Management**				4.00		4.00		0.00	4.00
21	**Project Management**		3.00				3.00		0.00	3.00
22	**Quality Assurance**		6.00				6.00		0.00	6.00
	Subtotal Hours Final Design (100%)	85.00	54.00	80.00	4.00	142.00	365.00	4.00	4.00	369.00
	Subtotal Fees Final Design (100%)	$18,700.00	$9,450.00	$10,000.00	$640.00	$12,780.00	$51,570.00	$400.00	$400.00	$51,970.00
VI.	**Procurement Support**									
Rental Sludge Dryer										
1	Assist City with Selecting Installation Contractor	2.00	2.00				4.00	4.00	4.00	8.00
2	Coordination with Manufacturer	2.00	4.00				6.00		0.00	6.00
3	Answer Contractor's Questions	2.00	4.00	4.00			10.00		0.00	10.00
4	Meetings with Contractor	4.00	4.00				8.00		0.00	8.00
5	Prepare and Issue Addendum	4.00	2.00			8.00	14.00		0.00	14.00
6	Project Walkthrough	6.00	6.00	6.00			18.00		0.00	18.00
Permanent Sludge Dryer										
7	Assist City with Selecting Installation Contractor	3.00	4.00				7.00		0.00	7.00
8	Coordination with Manufacturer	3.00	8.00				11.00		0.00	11.00
9	Answer Contractor's Questions	3.00	4.00	4.00			11.00		0.00	11.00
10	Meetings with Contractor	8.00	8.00				16.00		0.00	16.00
11	Prepare and Issue Addendum	6.00	3.00			12.00	21.00		0.00	21.00
12	Project Walkthrough	6.00	6.00	6.00			18.00		0.00	18.00
13	**Project Management**		2.00				2.00		0.00	2.00

WATER RESOURCES MANHOUR ESTIMATE
Area 07 - Compost Building Improvements
Santa Fe
Steven Morrow

MOLZENCORBIN

No.	Project Task	WATER RESOURCES: Senior Engineer	Project Engineer	Engineering Intern I	Senior Engineering Design Specialist	Associate Design Technician	Departmental Totals	ADMIN: ADMIN - Support	ADMIN. Totals	Grand Totals
	Subtotal Hours Procurement Support	49.00	57.00	20.00	0.00	20.00	146.00	4.00	4.00	150.00
	Subtotal Fees Procurement Support	$10,780.00	$9,975.00	$2,500.00	$0.00	$1,800.00	$25,055.00	$400.00	$400.00	$25,455.00
VII.	**Construction Admin. Services**									
Rental Sludge Dryer										
1	Coordination Meetings (Teams) (6)	6.00	9.00	9.00			24.00		0.00	24.00
2	Coordination with Manufacturer						0.00		0.00	0.00
3	Review and Respond to RFIs	8.00	8.00	20.00			36.00		0.00	36.00
4	Review Material Submittals	10.00	2.00	8.00			20.00		0.00	20.00
5	Review Payment Applications		12.00	12.00			24.00		0.00	24.00
6	On-Site Construction Progress Meetings (3)	12.00	12.00	12.00			36.00		0.00	36.00
7	Review Changes in Work	8.00	4.00	8.00		4.00	24.00		0.00	24.00
8	Plant Shakedown	8.00	8.00	8.00			24.00		0.00	24.00
Permanent Sludge Dryer										
9	Coordination and BiWeekly Meetings with City (Teams) (10)	10.00	15.00	15.00			40.00		0.00	40.00
10	Coordination with Manufacturer						0.00		0.00	0.00
11	Review and Respond to RFIs	12.00	12.00	30.00			54.00		0.00	54.00
12	Review Material Submittals	24.00	3.00	12.00			39.00		0.00	39.00
13	Review Payment Applications		24.00	36.00			60.00		0.00	60.00
14	On-SiteConstruction Progress Meetings (5)	20.00	20.00	20.00			60.00		0.00	60.00
15	Review Changes in Work	12.00	12.00	12.00		6.00	42.00		0.00	42.00
16	Plant Shakedown	8.00	8.00	8.00			24.00		0.00	24.00
17	**Project Management**		6.00				6.00		0.00	6.00
	Subtotal Hours Construction Admin. Services	138.00	155.00	210.00	0.00	10.00	513.00	0.00	0.00	513.00
	Subtotal Fees Construction Admin. Services	$30,360.00	$27,125.00	$26,250.00	$0.00	$900.00	$84,635.00	$0.00	$0.00	$84,635.00
VIII.	**Closeout**									
Rental Sludge Dryer										
1	Project Closeout Documentation	8.00	8.00	8.00			24.00		0.00	24.00
2	Final Walkthrough	8.00	8.00	8.00			24.00		0.00	24.00
3	Record Drawings					8.00	8.00		0.00	8.00
Permanent Sludge Dryer										
4	Project Closeout Documentation	8.00	8.00	8.00			24.00		0.00	24.00
5	Final Walkthrough	8.00	8.00	8.00			24.00		0.00	24.00
6	Record Drawings					8.00	8.00		0.00	8.00
7	**Project Management**		1.00				1.00		0.00	1.00
8	**Quality Assurance**						0.00		0.00	0.00
	Subtotal Hours Closeout	32.00	33.00	32.00	0.00	16.00	113.00	0.00	0.00	113.00
	Subtotal Fees Closeout	$7,040.00	$5,775.00	$4,000.00	$0.00	$1,440.00	$18,255.00	$0.00	$0.00	$18,255.00
	Total Labor Hours	663.00	667.00	687.00	14.00	722.00	2,753.00	12.00	12.00	2,765.00
	Standard Billing Rate or Fee	$220.00	$175.00	$125.00	$160.00	$90.00		$100.00		
	Fee Dollars	$145,860.00	$116,725.00	$85,875.00	$2,240.00	$64,980.00	$415,680.00	$1,200.00	$1,200.00	$416,880.00

ELECTRICAL MANHOUR ESTIMATE
City of Santa Fe WWTP (PRWTF)
Area 08 - Digester Building Improvements
Rob Hanks

MOLZENCORBIN

		ELECTRICAL						
No.	Project Task	Principal Engineer	Senior Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern I	Engineering Design Specialist	Departmental Totals
I.	**Perform Field Investigation and Review Reference Materials**							
1	Inspect Existing Digester Building Equipment and Control Panels			2.00			2.00	4.00
2	Inspect flow, level, pressure, and temp instruments and recommend replacment			4.00			2.00	6.00
3	Print and Review Existing Drawings of Facililty from Previous Projects			4.00			4.00	8.00
4	Review Photos Taken During Site Visit and Correlate with Drawings			2.00			2.00	4.00
5	Coordinate with Plant Staff to Perform Field Survey of Connected I/O to PLC			4.00			4.00	8.00
8	**Project Management**	1.00						1.00
9	**Quality Assurance**	1.00						1.00
	Subtotal Hours Perform Field Investigation and Review Reference Materials	2.00	0.00	16.00	0.00	0.00	14.00	32.00
	Subtotal Fees Perform Field Investigation and Review Reference Materials							$5,640.00
II.	**Generate Drawings and Specs for 60% Submittal**							
1	Generate New One Line Drawing			4.00			6.00	10.00
2	Generate New Power Layout Drawings			8.00			10.00	18.00
3	Generate New Control Schematics and Interconnection Drawings			8.00			10.00	18.00
4	Generate P&IDs			8.00			16.00	24.00
5	Generate Specs			8.00				8.00
6	Review 60% Drawings and Specs with Client			6.00			6.00	12.00
7	**Project Management**	3.00						3.00
8	**Quality Assurance**	1.00						1.00
	Subtotal Hours Generate Drawings and Specs for 60% Submittal	4.00	0.00	42.00	0.00	0.00	48.00	94.00
	Subtotal Fees Generate Drawings and Specs for 60% Submittal							$16,080.00
III.	**Generate Drawings and Specs for 100% Submittal**							
1	Finalize One Line Drawing			4.00			4.00	8.00
2	Finalize Power Layout Drawings			6.00			6.00	12.00
3	Finalize Control Schematics and Interconnection Drawings			6.00			6.00	12.00
4	Finaloze P&IDs			6.00			8.00	14.00
5	Finalize Specs			4.00				4.00
6	Review 100% Drawings and Specs with Client			4.00			4.00	8.00
3	**Project Management**	3.00						3.00
4	**Quality Assurance**	1.00						1.00
	Subtotal Hours Generate Drawings and Specs for 100% Submittal	4.00	0.00	30.00	0.00	0.00	28.00	62.00
	Subtotal Fees Generate Drawings and Specs for 100% Submittal							$10,880.00
IV.	**Generate Cost Estimate for the Construction Work**							
1	Implement Changes to Plans and Specs from Meeting with Client			4.00			4.00	8.00
2	Research Costs for Replacement Equipment and Generate Cost Breakdown			4.00			4.00	8.00
6	**Project Management**	3.00						3.00
7	**Quality Assurance**	1.00						1.00
	Subtotal Hours Generate Cost Estimate for the Construction Work	4.00	0.00	8.00	0.00	0.00	8.00	20.00
	Subtotal Fees Generate Cost Estimate for the Construction Work							$3,680.00
V.	**Construction Admin Services During Construction**							
1	Review Submittals			6.00			4.00	10.00
2	Respond to RFIs			6.00			4.00	10.00
3	Supervise Installation of New Equipment, Conduit and Wire			8.00			8.00	16.00
4	Supervise Commissioning and Training			6.00			4.00	10.00
5	Generate Record Drawings from As-Builts			6.00			8.00	14.00
23	**Project Management**							0.00
24	**Quality Assurance**							0.00
	Subtotal Hours Construction Admin Services During Construction	0.00	0.00	32.00	0.00	0.00	28.00	60.00
	Subtotal Fees Construction Admin Services During Construction							$10,320.00
	Total Labor Hours	15.00	0.00	128.00	0.00	0.00	126.00	269.00
	Fee Dollars							$46,840.00

ELECTRICAL MANHOUR ESTIMATE
City of Santa Fe WWTP (PRWTF)
Area 09 - Site Lift Station Improvements
Rob Hanks

MOLZENCORBIN

No.	Project Task	ELECTRICAL						
		Principal Engineer	Senior Principal Engineer	Senior Engineer	Professional Engineer	Engineering Intern I	Engineering Design Specialist	Departmental Totals
I.	**Perform Field Investigation and Review Reference Materials**							
1	Inspect Existing Site Lift Station Equipment and Control Panels			2.00			2.00	4.00
2	Inspect flow, level, pressure, and temp instruments and recommend replacment			8.00			2.00	10.00
3	Print and Review Existing Drawings of Facililty from Previous Projects			8.00			4.00	12.00
4	Review Photos Taken During Site Visit and Correlate with Drawings			2.00			2.00	4.00
5	Lift Station Control Panel Inspections (6)			12.00			12.00	24.00
6	Coordinate with Plant Staff to Perform Field Survey of Connected I/O to PLC			8.00			6.00	14.00
7	**Project Management**	1.00						1.00
8	**Quality Assurance**	1.00						1.00
	Subtotal Hours Perform Field Investigation and Review Reference Materials	2.00	0.00	40.00	0.00	0.00	28.00	70.00
	Subtotal Fees Perform Field Investigation and Review Reference Materials							$12,400.00
II.	**Generate Drawings and Specs for 60% Submittal**							
1	Generate New One Line Drawing			4.00			6.00	10.00
2	Generate New Power Layout Drawings			12.00			24.00	36.00
3	Generate New Control Schematics and Interconnection Drawings			12.00			18.00	30.00
4	Generate P&IDs			12.00			18.00	30.00
5	Generate Specs			12.00			0.00	12.00
6	Review 60% Drawings and Specs with Client			8.00			8.00	16.00
7	**Project Management**	3.00						3.00
8	**Quality Assurance**	1.00						1.00
	Subtotal Hours Generate Drawings and Specs for 60% Submittal	4.00	0.00	60.00	0.00	0.00	74.00	138.00
	Subtotal Fees Generate Drawings and Specs for 60% Submittal							$23,320.00
III.	**Generate Drawings and Specs for 100% Submittal**							
1	Finalize One Line Drawings (6)			12.00			24.00	36.00
2	Finalize Power Layout Drawings			6.00			12.00	18.00
3	Finalize Control Schematics and Interconnection Drawings			6.00			8.00	14.00
4	Finalize P&IDs			12.00			24.00	36.00
5	Finalize Specs			8.00			0.00	8.00
6	Review 100% Drawings and Specs with Client			8.00			8.00	16.00
7	**Project Management**	3.00						3.00
8	**Quality Assurance**	1.00						1.00
	Subtotal Hours Generate Drawings and Specs for 100% Submittal	4.00	0.00	52.00	0.00	0.00	76.00	132.00
	Subtotal Fees Generate Drawings and Specs for 100% Submittal							$22,000.00
IV.	**Generate Cost Estimate for the Construction Work**							
1	Implement Changes to Plans and Specs from Meeting with Client			4.00			8.00	12.00
2	Research Costs for Replacement Equipment and Generate Cost Breakdown			6.00			12.00	18.00
3	**Project Management**	3.00						3.00
4	**Quality Assurance**	1.00						1.00
	Subtotal Hours Generate Cost Estimate for the Construction Work	4.00	0.00	10.00	0.00	0.00	20.00	34.00
	Subtotal Fees Generate Cost Estimate for the Construction Work							$5,760.00
V.	**Construction Admin Services During Construction**							
1	Review Submittals			8.00			4.00	12.00
2	Respond to RFIs			8.00			4.00	12.00
3	Supervise Installation of New Equipment, Conduit and Wire			24.00			24.00	48.00
4	Supervise Commissioning and Training			12.00			12.00	24.00
5	Generate Record Drawings from As-Builts			8.00			18.00	26.00
6	**Project Management**	3.00						3.00
7	**Quality Assurance**	1.00						1.00
	Subtotal Hours Construction Admin Services During Construction	4.00	0.00	60.00	0.00	0.00	62.00	126.00
	Subtotal Fees Construction Admin Services During Construction							$21,640.00
	Total Labor Hours	19.00	0.00	222.00	0.00	0.00	260.00	501.00
	Fee Dollars							$85,360.00

ELECTRICAL MANHOUR ESTIMATE
City of Santa Fe WWTP (PRWTF)
Area 10 - Power Distribution and UV Emergency Power
Andy

MOLZENCORBIN

		ELECTRICAL				ADMIN		
No.	Project Task	Principal Engineer	Project Engineer	Engineering Design Specialist	Departmental Totals	ADMIN - Support	ADMIN.. Totals	Grand Totals
I.	**Power System Evaluation**							
1	Site Visit to Review Power System Scope of Work for Testing	6.00	6.00		12.00		0.00	12.00
2	Coordination with AB Power - Sub Contractor	2.00	4.00		6.00		0.00	6.00
3	Print and Review Existing Drawings of Facility from Previous Projects	2.00	4.00		6.00		0.00	6.00
4	Review Photos Taken During Site Visit and Correlate with Drawings	2.00	4.00		6.00		0.00	6.00
5	Site Visit(s) for Testing Review and Witness	12.00	12.00		24.00		0.00	24.00
6	Medium Voltage Power Outage Coordination	4.00	8.00		12.00		0.00	12.00
7	Coordination meeting(s) with Owner	12.00	12.00		24.00		0.00	24.00
8	Coordination meeting(s) with AB Power for Testing Results and Scheduling	2.00	10.00		12.00		0.00	12.00
9	Weekly Email Updates to the Owner During Testing Phase	2.00	10.00		12.00		0.00	12.00
10	Inspection/Testing follow-up meeting(s) with Owner (Discuss Critical Findings)	6.00	12.00		18.00		0.00	18.00
11	RnD Contingency Soon to Fail Components Replacement Plans	12.00	18.00		30.00		0.00	30.00
12	Review Report and Field Investigation Findings Provided by AB Powers	4.00	4.00		8.00		0.00	8.00
13	Generate Plant Wide Power Distribution One-Line Diagram	6.00	20.00	20.00	46.00		0.00	46.00
14	Prepare Summary Report of Findings	2.00	6.00		8.00	5.00	5.00	13.00
15	Preliminary Cost Estimates for Potential Improvements	4.00	12.00	5.00	21.00		0.00	21.00
16	Review Meeting with Owner (Discuss overall finding, recommendations, and priorities)	3.00	3.00		6.00		0.00	6.00
17	Finalize Finding Report with Recommendations, Probable Cost, and Priorities	4.00	10.00		14.00	4.00	4.00	18.00
18	**CADD Management**			8.00	8.00		0.00	8.00
19	**Project Management**	20.00			20.00		0.00	20.00
20	**Quality Assurance**	5.00			5.00		0.00	5.00
	Subtotal Hours Power System Evaluation	110.00	155.00	33.00	298.00	9.00	9.00	307.00
	Subtotal Fees Power System Evaluation				$58,145.00		$900.00	$59,045.00
II.	**Emergency Power for UV Filter Building and Plant Generator**							
	800kW Plant Generator							
1	Emergency Site Visit		5.00		5.00		0.00	5.00
2	Review Record Drawings for Existing Conditions	4.00	6.00		10.00		0.00	10.00
3	Coordination with Wagner/CAT for Replacement Gen	4.00	8.00		12.00		0.00	12.00
4	Review Equipment Testing Done Under Wagner/CAT	4.00	4.00		8.00		0.00	8.00
5	Short Term Controls Plans	8.00	12.00	8.00	28.00		0.00	28.00
6	Rework to Blower/Admin	4.00	12.00	12.00	28.00		0.00	28.00
7	Rework Testing	3.00	6.00		9.00		0.00	9.00
8	Cost Estimates	2.00	6.00	2.00	10.00		0.00	10.00
9	Recommendations Review Meeting with Owner	2.00	3.00		5.00		0.00	5.00
10	800kW Plant Emergency Power Plans	8.00	45.00	30.00	83.00		0.00	83.00
11	800kW Plant Emergency Power Controls	6.00	30.00	20.00	56.00		0.00	56.00
12	Coordination with Wagner for Equipment and Controls Requirments	2.00	8.00		10.00		0.00	10.00
13	Coordination Meetings with Owner	4.00	6.00		10.00		0.00	10.00
14	Submittal Reviews of equipment and controls		6.00	4.00	10.00		0.00	10.00

ELECTRICAL MANHOUR ESTIMATE
City of Santa Fe WWTP (PRWTF)
Area 10 - Power Distribution and UV Emergency Power
Andy

MOLZENCORBIN

		ELECTRICAL				ADMIN		
No.	Project Task	Principal Engineer	Project Engineer	Engineering Design Specialist	Departmental Totals	ADMIN - Support	ADMIN.. Totals	Grand Totals
15	Installaiton Coordination Meeting	2.00	4.00		6.00		0.00	6.00
16	Startup Witness Testing		6.00	6.00	12.00		0.00	12.00
17	Prepare Record Drawings		8.00	6.00	14.00		0.00	14.00
	UV/Filter Building Generator							
18	Generator Sizing Calcs and Power Monitor Review	2.00	4.00		6.00		0.00	6.00
19	Site Visit to Verify Loads and System Configuration	6.00	6.00		12.00		0.00	12.00
20	Cost Estimates	2.00	4.00	2.00	8.00		0.00	8.00
21	Recommendations Review Meeting with Owner	2.00	3.00		5.00		0.00	5.00
22	UV/Filter Building Emergency Power Plans	4.00	12.00	18.00	34.00		0.00	34.00
23	UV/Filter Building Emergency Power Controls	6.00	10.00	8.00	24.00		0.00	24.00
24	Coordination with Wagner for Equipment and Controls Requirments	2.00	4.00		6.00		0.00	6.00
25	Coordination Meetings with Owner	4.00	6.00		10.00		0.00	10.00
26	Submittal Reviews of equipment and controls		4.00		4.00		0.00	4.00
27	Installaiton Coordination Meeting	2.00	4.00		6.00		0.00	6.00
28	Construction Support	4.00	12.00	12.00	28.00		0.00	28.00
29	Startup Witness Testing		6.00		6.00		0.00	6.00
30	Prepare Record Drawings		4.00	6.00	10.00		0.00	10.00
31	SCADA Integration Coordination - UV and Plant Generator	4.00	12.00	12.00	28.00		0.00	28.00
32	**CADD Management**			8.00	8.00		0.00	8.00
33	**Project Management**	20.00			20.00		0.00	20.00
34	**Quality Assurance**	6.00			6.00		0.00	6.00
	Subtotal Hours Emergency Power for UV Filter Building and Plant Generator	117.00	266.00	154.00	537.00	0.00	0.00	537.00
	Subtotal Fees Emergency Power for UV Filter Building and Plant Generator				$96,190.00		$0.00	$96,190.00
III.	**Electrical Improvements Design**							
	60% Design							
1	Cost Estimates	2.00	6.00	6.00	14.00		0.00	14.00
2	Recommendations Review Meeting with Owner	6.00	6.00		12.00		0.00	12.00
3	Site Investigation		12.00	12.00	24.00		0.00	24.00
4	Medium Voltage One-line Diagram	6.00	20.00	20.00	46.00		0.00	46.00
5	Site Power Plans	4.00	20.00	15.00	39.00		0.00	39.00
6	Plant Emergency Power Plans	4.00	20.00	15.00	39.00		0.00	39.00
7	Plant Emergency Power Schematics	4.00	18.00	12.00	34.00		0.00	34.00
8	Plant Emergency Power Controls	2.00	10.00	15.00	27.00		0.00	27.00
9	Specifications	4.00	12.00	8.00	24.00		0.00	24.00
10	Coordination with Wagner for Equipment and Controls Requirments	2.00	4.00		6.00		0.00	6.00
11	Coordination Meetings with Owner	2.00	2.00		4.00		0.00	4.00
	90% Design							
12	60% Review Meeting with Owner		4.00	4.00	8.00		0.00	8.00
13	Cost Estimates	1.00	4.00	4.00	9.00		0.00	9.00
14	Site Investigation		10.00	10.00	20.00		0.00	20.00
15	Medium Voltage One-line Diagram	2.00	16.00	12.00	30.00		0.00	30.00

ELECTRICAL MANHOUR ESTIMATE
City of Santa Fe WWTP (PRWTF)
Area 10 - Power Distribution and UV Emergency Power
Andy

MOLZENCORBIN

		ELECTRICAL				ADMIN		
No.	Project Task	Principal Engineer	Project Engineer	Engineering Design Specialist	Departmental Totals	ADMIN - Support	ADMIN.. Totals	Grand Totals
16	Site Power Plans	4.00	18.00	10.00	32.00		0.00	32.00
17	Plant Emergency Power Plans	2.00	15.00	10.00	27.00		0.00	27.00
18	Plant Emergency Power Schematics	2.00	16.00	10.00	28.00		0.00	28.00
19	Plant Emergency Power Controls	2.00	10.00	10.00	22.00		0.00	22.00
20	Specifications	2.00	12.00	8.00	22.00		0.00	22.00
21	Coordination with Wagner for Equipment and Controls Requirments	1.00	2.00		3.00		0.00	3.00
22	Coordination Meetings with Owner	2.00	2.00		4.00		0.00	4.00
	100% Design							
23	90% Review Meeting with Owner		4.00	4.00	8.00		0.00	8.00
24	Cost Estimates	1.00	2.00	4.00	7.00		0.00	7.00
25	Site Investigation		6.00	6.00	12.00		0.00	12.00
26	Medium Voltage One-line Diagram	2.00	12.00	10.00	24.00		0.00	24.00
27	Site Power Plans	2.00	16.00	10.00	28.00		0.00	28.00
28	Plant Emergency Power Plans	1.00	10.00	8.00	19.00		0.00	19.00
29	Plant Emergency Power Schematics	2.00	14.00	10.00	26.00		0.00	26.00
30	Plant Emergency Power Controls	2.00	8.00	8.00	18.00		0.00	18.00
31	Specifications	1.00	10.00	6.00	17.00		0.00	17.00
32	Coordination with Wagner for Equipment and Controls Requirments	1.00	2.00		3.00		0.00	3.00
33	Coordination Meetings with Owner	2.00	2.00		4.00		0.00	4.00
	Construction Admin							
34	Site Visits	12.00	24.00	24.00	60.00		0.00	60.00
35	Submittal Reviews of equipment and controls	4.00	12.00	6.00	22.00		0.00	22.00
36	Outage Coordination Meetings	2.00	12.00	4.00	18.00		0.00	18.00
37	Installaiton Coordination Meeting	2.00	14.00	8.00	24.00		0.00	24.00
38	Construction Support	4.00	30.00	24.00	58.00		0.00	58.00
39	Startup Witness Testing		12.00	6.00	18.00		0.00	18.00
40	Prepare Record Drawings		6.00	8.00	14.00		0.00	14.00
41	**CADD Management**			12.00	12.00		0.00	12.00
42	**Project Management**	25.00			25.00		0.00	25.00
43	**Quality Assurance**	10.00			10.00		0.00	10.00
	Subtotal Hours Electrical Improvements Design	127.00	435.00	339.00	901.00	0.00	0.00	901.00
	Subtotal Fees Electrical Improvements Design				$154,065.00		$0.00	$154,065.00
	Total Labor Hours	355.00	856.00	526.00	1,737.00	9.00	9.00	1,746.00
	Standard Billing Rate or Fee	$240.00	$175.00	$140.00		$100.00		
	Fee Dollars				$308,640.00		$900.00	$309,540.00

WATER RESOURCES MANHOUR ESTIMATE
Area 11 - PFAS Tracing
City of Santa Fe WWTP (PRWTF)
Steven K. Morrow

MOLZENCORBIN

		WATER RESOURCES					ADMIN		
No.	Project Task	Senior Engineer	Project Engineer	Engineering Intern I	Associate Design Technician	Departmental Totals	ADMIN - Support	ADMIN. Totals	Grand Totals
I.	**Study**								
1	Technical Memo Recommending PFAS Tracing Procedures	45.00	90.00	70.00	20.00	225.00	8.00	8.00	233.00
2	Perform Site Visit to Select Sampling Locations	8.00	8.00	8.00		24.00		0.00	24.00
3	Select Initial Sampling Locations	12.00		16.00		28.00		0.00	28.00
4	Determine Sample Collection Schedule	4.00	4.00	8.00		16.00		0.00	16.00
5	Coordinate with Laboratory to Collect and Test Composite Samples at Sampling Locations	80.00	40.00	60.00		180.00	2.00	2.00	182.00
6	Analyze Data	60.00	10.00	48.00		118.00		0.00	118.00
7	Select Additional Sampling Locations	8.00		8.00		16.00		0.00	16.00
8	Prepare List of Discharge Points of Concern	6.00	4.00	6.00		16.00		0.00	16.00
9	Draft Report	40.00	8.00	60.00		108.00	2.00	2.00	110.00
10	Review Report with City	4.00	4.00	4.00		12.00		0.00	12.00
11	Finalize Report	20.00	4.00	36.00		60.00	8.00	8.00	68.00
12	Organize Test Data	12.00		16.00		28.00	4.00	4.00	32.00
13	Prepare Figures and Appendices	12.00	8.00	16.00	16.00	52.00		0.00	52.00
14	Review Findings with City	8.00	8.00	8.00		24.00		0.00	24.00
15	Develop Action Items with City	8.00	8.00	8.00		24.00		0.00	24.00
16	Bi-Weekly Coordination Meetings (15)	18.00	30.00	30.00		78.00		0.00	78.00
17	**Project Management**	4.00				4.00		0.00	4.00
18	**Quality Assurance**	4.00				4.00		0.00	4.00
	Subtotal Hours Study	353.00	226.00	402.00	36.00	1,017.00	24.00	24.00	1,041.00
	Subtotal Fees Study	$77,660.00	$39,550.00	$50,250.00	$3,240.00	$170,700.00	$2,400.00	$2,400.00	$173,100.00
	Total Labor Hours	353.00	226.00	402.00	36.00	1,017.00	24.00	24.00	1,041.00
	Standard Billing Rate or Fee	$220.00	$175.00	$125.00	$90.00		$100.00		
	Fee Dollars	$77,660.00	$39,550.00	$50,250.00	$3,240.00	$170,700.00	$2,400.00	$2,400.00	$173,100.00

ELECTRICAL MANHOUR ESTIMATE
City of Santa Fe WWTP (PRWTF)
Area 12 - Chemical Treatment
Steven Morrow

MOLZENCORBIN

		ELECTRICAL							
No.	Project Task	Senior Engineer	Engineering Design Specialist	Departmental Totals	Grand Totals	Percentage of Hours- This Task	Percentage of Total	Fee per Task	% of Fee per Task
I.	**Research**								
1	Inspect lighting panel circuits in the DAF Building and secure 2 circuits for the proposed chem pumps	4.00	4.00	8.00	8.00	1.00		$1,360.00	50.00%
2	Research proposed routing of conduit and wire from the lighting panel to the pump skids	2.00	2.00	4.00	4.00	0.50		$680.00	25.00%
3	Research possible connections from SCADA panel to the new pump skid controllers.	2.00	2.00	4.00	4.00	0.50		$680.00	25.00%
	Subtotal Hours Research	8.00	8.00	16.00	16.00	2.00	0.00%		
	Subtotal Fees Research	$1,600.00	$1,120.00	$2,720.00	$2,720.00		0	$2,720.00	100.00%
II.	**Design Development (60%)**								
1	Produce plans and specs for the proposed power connections to the chem pump skids.	8.00	12.00	20.00	20.00	2.50		$3,280.00	100.00%
	Subtotal Hours Design Development (60%)	8.00	12.00	20.00	20.00	2.50	0.00%		
	Subtotal Fees Design Development (60%)	$1,600.00	$1,680.00	$3,280.00	$3,280.00		0	$3,280.00	100.00%
III.	**Construction Documents (90%)**								
1	Produce plans and specs for the proposed SCADA connections to the chem pump skids.	4.00	6.00	10.00	10.00	1.25		$1,640.00	100.00%
	Subtotal Hours Construction Documents (90%)	4.00	6.00	10.00	10.00	1.25	0.00%		
	Subtotal Fees Construction Documents (90%)	$800.00	$840.00	$1,640.00	$1,640.00		0	$1,640.00	100.00%
IV.	**Final Design (100%)**								
1	Provide 100% plans and specs for the proposed connections to the chem pump skids.	6.00	12.00	18.00	18.00	2.25		$2,880.00	100.00%
	Subtotal Hours Final Design (100%)	6.00	12.00	18.00	18.00	2.25	0.00%		
	Subtotal Fees Final Design (100%)	$1,200.00	$1,680.00	$2,880.00	$2,880.00		0	$2,880.00	100.00%
VI.	**Construction Admin. Services**								
1	Inspect installation of new circuit breakers and SCADA connections to chem pumps.	8.00	8.00	16.00	16.00	2.00		$2,720.00	100.00%
	Subtotal Hours Construction Admin. Services	8.00	8.00	16.00	16.00	2.00	0.00%		
	Subtotal Fees Construction Admin. Services	$1,600.00	$1,120.00	$2,720.00	$2,720.00		0	$2,720.00	100.00%
	Total Labor Hours	34.00	46.00	80.00	80.00				
	Standard Billing Rate or Fee	$200.00	$140.00						
	Fee Dollars	$6,800.00	$6,440.00	$13,240.00	$13,240.00			$13,240.00	

WATER RESOURCES MANHOUR ESTIMATE
City of Santa Fe WWTP (PRWTF)
Area 12 - Chemical Treatment
Steven Morrow

MOLZENCORBIN

		WATER RESOURCES											
No.	Project Task	Senior Principal Engineer	Senior Engineer	Project Engineer	Engineering Intern I	Senior Engineering Design Specialist	Associate Design Technician	Departmental Totals	Grand Totals	Percentage of Hours-This Task	Percentage of Total	Fee per Task	% of Fee per Task
I.	**Research**												
1	Visit Old DAF Building with Plant staff.		6.00	6.00	6.00			18.00	18.00	21.43%		$3,120.00	20.79%
2	Select equipment to store and pump chemicals.		8.00					8.00	8.00	9.52%		$1,760.00	11.73%
3	Evaluate HVAC and Building Code requirements needed. Consult with Mech. & Arch.		8.00	4.00	4.00			16.00	16.00	19.05%		$2,960.00	19.72%
4	Prepare feasibility report of dosing the disinfection system with hypochlorite.		8.00	4.00	6.00			18.00	18.00	21.43%		$3,210.00	21.39%
5	Develop conceptual plan of the best approach to improve reliability of disinfection system.		8.00	4.00	12.00			24.00	24.00	28.57%		$3,960.00	26.38%
6	**CADD Management**							0.00	0.00	0.00%		$0.00	0.00%
7	**Project Management**							0.00	0.00	0.00%		$0.00	0.00%
8	**Quality Assurance**							0.00	0.00	0.00%		$0.00	0.00%
	Subtotal Hours Research	0.00	38.00	18.00	28.00	0.00	0.00	84.00	84.00	100.00%	33.20%		
	Subtotal Fees Research	$0.00	$8,360.00	$3,150.00	$3,500.00	$0.00	$0.00	$15,010.00	$15,010.00		36.51%	$15,010.00	100.00%
II.	**Design Development (60%)**												
1	Prepare base plans of Old DAF Building.		2.00				12.00	14.00	14.00	12.84%		$1,520.00	9.51%
2	Prepare plans of modifications to Old DAF Building, including new equipment and piping, and architectural and HVAC modifications.		8.00	2.00			12.00	22.00	22.00	20.18%		$3,190.00	19.97%
3	Prepare base plans of the Filter/UV Building.		2.00				12.00	14.00	14.00	12.84%		$1,520.00	9.51%
4	Develop drawings of the best conceptual plan to dose hypochlorite in the disinfection system.		4.00		6.00		4.00	14.00	14.00	12.84%		$1,990.00	12.46%
5	Prepare technical specifications for the selected equipment.		8.00	4.00	12.00			24.00	24.00	22.02%		$3,960.00	24.79%
6	Prepare preliminary construction cost opinion.		6.00	2.00	4.00			12.00	12.00	11.01%		$2,170.00	13.58%
7	Deliver preliminary construction documents to the City.		1.00	2.00	1.00			4.00	4.00	3.67%		$695.00	4.35%
8	**CADD Management**					2.00		2.00	2.00	1.83%		$320.00	2.00%
9	**Project Management**	1.00						1.00	1.00	0.92%		$260.00	1.63%
10	**Quality Assurance**			2.00				2.00	2.00	1.83%		$350.00	2.19%
	Subtotal Hours Design Development (60%)	1.00	31.00	12.00	23.00	2.00	40.00	109.00	109.00	100.00%	43.08%		
	Subtotal Fees Design Development (60%)	$260.00	$6,820.00	$2,100.00	$2,875.00	$320.00	$3,600.00	$15,975.00	$15,975.00		38.85%	$15,975.00	100.00%
III.	**Construction Documents (90%)**												
1	Address City review comments.		2.00	1.00	2.00		1.00	6.00	6.00	27.27%		$955.00	27.36%
2	Prepare pre-final drawings.		4.00	1.00	2.00		4.00	11.00	11.00	50.00%		$1,665.00	47.71%
3	Refine technical specifications.		1.00	1.00	1.00			3.00	3.00	13.64%		$520.00	14.90%
4	**CADD Management**							0.00	0.00	0.00%		$0.00	0.00%
5	**Project Management**							0.00	0.00	0.00%		$0.00	0.00%
6	**Quality Assurance**			2.00				2.00	2.00	9.09%		$350.00	10.03%
	Subtotal Hours Construction Documents (90%)	0.00	7.00	5.00	5.00	0.00	5.00	22.00	22.00	100.00%	8.70%		
	Subtotal Fees Construction Documents (90%)	$0.00	$1,540.00	$875.00	$625.00	$0.00	$450.00	$3,490.00	$3,490.00		8.49%	$3,490.00	100.00%
IV.	**Final Design (100%)**												
1	Prepare final drawings.		2.00	1.00			2.00	5.00	5.00	31.25%		$795.00	29.01%
2	Prepare final technical specifications.		1.00		2.00			3.00	3.00	18.75%		$470.00	17.15%
3	Prepare final construction cost opinion.		1.00	1.00	1.00			3.00	3.00	18.75%		$520.00	18.98%
4	Assemble package of deliverables.		1.00	1.00	1.00			3.00	3.00	18.75%		$520.00	18.98%
5	**CADD Management**							0.00	0.00	0.00%		$0.00	0.00%
6	**Project Management**	1.00						1.00	1.00	6.25%		$260.00	9.49%
7	**Quality Assurance**			1.00				1.00	1.00	6.25%		$175.00	6.39%
	Subtotal Hours Final Design (100%)	1.00	5.00	4.00	4.00	0.00	2.00	16.00	16.00	100.00%	6.32%		
	Subtotal Fees Final Design (100%)	$260.00	$1,100.00	$700.00	$500.00	$0.00	$180.00	$2,740.00	$2,740.00		6.66%	$2,740.00	100.00%
VI.	**Construction Admin. Services**												
1	Inspect constructed improvements (2 visits)		6.00	1.00	6.00			13.00	13.00	59.09%		$2,245.00	57.56%
2	Respond to Contractor questions.		4.00	2.00	2.00			8.00	8.00	36.36%		$1,480.00	37.95%
3	**Project Management**							0.00	0.00	0.00%		$0.00	0.00%
4	**Quality Assurance**			1.00				1.00	1.00	4.55%		$175.00	4.49%
	Subtotal Hours Construction Admin. Services	0.00	10.00	4.00	8.00	0.00	0.00	22.00	22.00	100.00%	8.70%		
	Subtotal Fees Construction Admin. Services	$0.00	$2,200.00	$700.00	$1,000.00	$0.00	$0.00	$3,900.00	$3,900.00		9.49%	$3,900.00	100.00%
	Total Labor Hours	2.00	91.00	43.00	68.00	2.00	47.00	253.00	253.00				
	Standard Billing Rate or Fee	$260.00	$220.00	$175.00	$125.00	$160.00	$90.00						
	Fee Dollars	$520.00	$20,020.00	$7,525.00	$8,500.00	$320.00	$4,230.00	$41,115.00	$41,115.00			$41,115.00	

TESTUDO ENGINEERING

December 19, 2024

Steven Morrow, PE, CFM
Molzen Corbin
2701 Miles Rd SE
Albuquerque, NM 87106

RE: Santa Fe WWTP Sludge Dryer

Dear Steven:

We are pleased to provide this proposal for mechanical design services for the above referenced project. Our understanding of the scope of work is for a new sludge dryer located at the referenced project. The dryer is to be a model BCR-1800 for a temporary installation and the future model BCR-3600. This unit shall be located in the existing building utilized for composting sludge. The new equipment requires natural gas, drainage, nitrogen, and possible ventilation requirements to the facility. We reviewed the plan from the Wisconsin project and note the interconnection of piping that is required. We expect that we will be involved as part of our design work. We note that additional site visits and discussions with the local gas utility will be required to obtain 5 psi gas pressure for this equipment. Our drawings and design work for this project shall be provided in AutoCAD.

Testudo Engineering expects your office to supply the following:

1. Backgrounds for the project in AutoCAD Release 2020 or later.
2. All owner/vendor supplied equipment utility requirements.
3. Existing drawings for our use in AutoCAD.
4. Access to the building for site observations.
5. Complete electronic copy of the final contract documents, including specifications.
6. Schedule of milestones and deliverables.

Our fee for the mechanical design work shall be $15,600. Our fee for construction administration, which includes reviewed RFIs, submittals, and two (2) site observations, shall be $1,200. All invoices will be taxed at the appropriate rate.

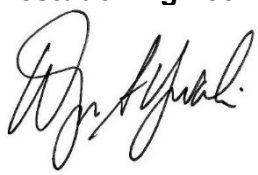
Mechanical Design	$15,600.00
Construction Administration	$1,200.00
Total	**$16,800.00**

Please note that we reserve the right to renegotiate the above fee if after 75% design is complete and provided to your office there are significant scope of work changes that require redesign on our part. We also request that you carefully review all submissions prior to final submissions being delivered and provided comments. Additional changes after final documents are delivered shall be at additional fees based on our hourly rates.

If this project confirmation letter meets with your approval, please sign the attached Letter of Agreement and return the original to us, as this will serve as a Notice to Proceed. Work will not begin until the signed agreement has been received in our office. For bookkeeping purposes, if this proposal is not signed and returned within 30 days, a new proposal may be issued with updated information.

We appreciate the opportunity to provide engineering services for this project. If you have any questions or comments, please feel free to contact me at your convenience.

Sincerely,
Testudo Engineering



Wayne A. Yevoli, PE
President

PO Box 91237 • Albuquerque, NM 87199
505.554.1282 • admin@testudoeng.com

TESTUDO ENGINEERING

2024 SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION

Charges for engineering services are based on the following rates.

Principal	$160.00/hour
Senior Engineer	$150.00/hour
Engineer II	$130.00/hour
Engineer I	$115.00/hour
Junior Engineer	$100.00/hour
Senior Designer	$105.00/hour
Designer	$ 95.00/hour
CAD Operator	$ 80.00/hour
Administrative	$ 65.00/hour

All time in connection with legal proceedings will be charged at 1½ times the rates listed above with a minimum four hour charge.

Expenses will be charged as follows:

1. Transportation by automobile – 0.67 cents per mile
2. In-house reproduction work at prevailing commercial rates
3. Travel and subsistence at direct cost plus 10%
4. Other consultants at direct cost plus 15%

TERMS: Charges are due and payable within thirty (30) days after date of the invoice. Interest will be charged at the rate of 1.5% per month for late payment.

P.O. Box 91237 • Albuquerque, NM 87199
505.554.1282 • admin@testudoeng.com

AB POWERS

Engineering & Contracting

Santa Fe Paseo Real WWRF Electrical System Testing and Studies ROM

Proposal 70225503 REV01

January 2, 2025

MOLZENCORBIN
ENGINEERS | ARCHITECTS | PLANNERS

January 2, 2025

Molzen Corbin
2701 Miles Road SE
Albuquerque NM 87106

Attention: *Daniel Gonzales*

Subject – *Santa Fe Paseo Real WWRF Electrical System Testing and Studies ROM*

Dear Daniel,

We want to thank you for the opportunity to provide Molzen Corbin with our services and consultation. We understand the importance and time sensitive nature of understanding the costs associated with understanding the condition of an electrical systems infrastructure and system components.

Careful consideration was given to develop the scope and pricing within this document. We hope to determine the condition and viability of the existing Santa Fe WWRF electrical system via site inspections and testing. We hope that our services and analysis can help provide the needed data to move forward with any actions that would improve safety and performance.

We look forward to providing Molzen Corbin with our effective communications and steadfast commitment to craftsmanship and professionalism. Please do not hesitate to reach out to anyone from the AB Powers team for any additional needs or information.

Cordially,



Benjamin Aguilera
President
About AB Powers, LLC:
8201 Lockheed Dr, Ste 131,
El Paso, Texas, 79925
Tel: (915) 422 9389
www.abpowers.com

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1 ROM Approach

This proposal document is a Rough Order of Magnitude "ROM "to perform detailed Scope of Work as detailed in section 2. Pricing for this scope can be found in Section 3

1.1 What is a ROM?

A Rough Order of Magnitude (ROM) is an initial, high-level estimate of a project's cost, size, or duration. It's a rough, approximate calculation, usually provided early in the project planning phase.

A ROM is typically:

1. High-level: Based on limited information and a broad understanding of the project.

2. Approximate: Provided as a range (e.g., $100,000 to $500,000) rather than a precise figure.

3. Early-stage: Used during the conceptual or feasibility phase of a project.

The purpose of a ROM is to:

1. Provide a preliminary estimate for budgeting and planning purposes.

2. Help stakeholders understand the project's potential scale and costs.

3. Facilitate discussions and decisions about project feasibility and priority.

2 Scope of Work

This scope of work was used to develop the cost and pricing as detailed in Section 3 for the activities detailed below:

2.1 System Site Survey

An electrical system site survey provides numerous benefits, including:

Data Collection

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1. *The methodical collection of de-facto "as is" information found while personnel walk the site is essential in developing the electrical model used in Arc Flash, Short Circuit, Coordination, Load Flow and other studies.*
2. *This information is vital in understanding the capacities, load characteristics, and other attributes of a site's electrical system.*

Safety

1. *Identifies potential hazards: Reveals electrical shock, fire, or explosion risks, ensuring a safer working environment.*
2. *Compliance with regulations: Verifies adherence to electrical safety standards, codes, and regulations.*

Efficiency and Reliability

1. *Optimizes system performance: Identifies areas for improvement, ensuring the electrical system operates efficiently and reliably.*
2. *Prevents downtime: Detects potential issues before they cause disruptions, reducing downtime and associated costs.*
3. *Extends equipment lifespan: Helps prevent premature equipment failure by identifying and addressing potential electrical issues.*

Cost Savings

1. *Reduces energy consumption: Identifies opportunities to minimize energy waste, leading to cost savings.*
2. *Minimizes repair costs: Early detection of issues prevents more extensive and costly repairs.*
3. *Avoids costly fines: Ensures compliance with regulations, avoiding potential fines and penalties*

Planning and Budgeting

1. *Informs maintenance planning: Provides a basis for scheduling maintenance, allowing for more effective planning and budgeting.*
2. *Supports capital planning: Helps identify areas requiring upgrades or replacements, enabling informed capital planning decisions.*

Compliance and Risk Management

1. *Ensures regulatory compliance: Verifies adherence to relevant electrical safety standards, codes, and regulations.*
2. *Reduces liability: Demonstrates a proactive approach to electrical safety, reducing liability in the event of an incident.*

By conducting an electrical system site survey, you can ensure a safer, more efficient, and more reliable electrical system, while also reducing costs and minimizing risks.

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2.2 Studies

Several types of electrical studies are commonly performed on large industrial sites to ensure the safe and efficient operation of electrical systems:

Arc Flash Studies*

1. *Identify potential arc flash hazards and provide recommendations for mitigation.*
2. *Determine the arc flash boundary, incident energy, and required personal protective equipment (PPE).*

Short Circuit Studies*

1. *Analyze the electrical system's ability to withstand fault currents.*
2. *Determine the available fault current, fault clearing times, and required circuit breaker ratings.*

Load Flow Studies*

1. *Evaluate the electrical system's ability to supply power to loads.*
2. *Determine voltage drops, power factor, and line loading.*

Relay Coordination Studies*

1. *Ensure proper coordination of protective relays.*
2. *Determine the relay settings and ensure selective coordination.*

This portion was intentionally left blank

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2.3 Testing

Detailed below are a few types of tests typically performed on large industrial sites such as Waste Water Treatment plants. Many of these tests are included in the ROM pricing detailed in Section 3

Low-Voltage Switchgear Testing (600V and below)

1. Insulation Resistance Testing: Verifies insulation integrity between conductors and to ground.

2. Dielectric Absorption (DA) and Polarization Index (PI) Testing: Evaluates insulation condition and moisture content.

3. Low-Voltage Circuit Breaker Testing: Includes trip unit calibration, contact resistance, and insulation resistance tests.

4. Ground Fault Circuit Interrupter (GFCI) Testing: Verifies GFCI functionality and trip thresholds.

5. Overcurrent Device Testing: Tests circuit breakers, fuses, and relays for proper operation.

6. Switchgear Contact Resistance Testing: Measures contact resistance to ensure reliable connections.

7. Thermal Imaging: Detects overheating issues in switchgear, busbars, and connections.

7

Medium-Voltage Electrical System Testing (1kV to 35kV)

1. Insulation Resistance Testing: Verifies insulation integrity between conductors and to ground.

2. Partial Discharge (PD) Testing: Detects insulation degradation and potential faults.

3. Medium-Voltage Circuit Breaker Testing: Includes trip unit calibration, contact resistance, and insulation resistance tests.

4. Switchgear Timing and Motion Analysis: Verifies circuit breaker operation and timing.

5. Medium-Voltage Cable Testing: Evaluates cable insulation and detects potential faults.

6. Transformer Testing: Includes ratio testing, winding resistance, and insulation resistance tests.

7. Protective Relay Testing: Verifies relay operation, settings, and coordination.

8. Grounding System Testing: Evaluates grounding system integrity and resistance.

9. Thermal Imaging: Detects overheating issues in medium-voltage equipment, such as switchgear, transformers, and cables.

Low-Voltage Circuit Breaker (LV CB) Testing

1. Trip Unit Calibration: Verifies the trip unit's accuracy and ensures it operates within specified limits.

2. Contact Resistance Testing: Measures the resistance across CB contacts to ensure reliable connections.

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3. Insulation Resistance Testing: Verifies insulation integrity between conductors and to ground.

4. Dielectric Absorption (DA) and Polarization Index (PI) Testing: Evaluates insulation condition and moisture content.

5. Overcurrent Testing: Simulates overcurrent conditions to verify CB operation.

6. Ground Fault Testing: Verifies CB operation during ground fault conditions.

7. Mechanical Operation Testing: Evaluates CB mechanical operation, including opening and closing times.

Medium-Voltage Circuit Breaker (MV CB) Testing

1. Timing and Motion Analysis: Verifies CB operation and timing, including opening and closing times.

2. Contact Resistance Testing: Measures the resistance across CB contacts to ensure reliable connections.

3. Insulation Resistance Testing: Verifies insulation integrity between conductors and to ground.

4. Partial Discharge (PD) Testing: Detects insulation degradation and potential faults.

5. Overcurrent Testing: Simulates overcurrent conditions to verify CB operation.

6. Ground Fault Testing: Verifies CB operation during ground fault conditions.

7. Protective Relay Testing: Verifies relay operation, settings, and coordination with the CB.

8. SF6 Gas Testing (for SF6 CBs): Verifies SF6 gas density, moisture, and contamination levels.

9. Thermal Imaging: Detects overheating issues in MV CBs.

Low-Voltage (LV) Cable Testing (600V and below)

1. Insulation Resistance Testing: Verifies insulation integrity between conductors and to ground.

2. Dielectric Absorption (DA) and Polarization Index (PI) Testing: Evaluates insulation condition and moisture content.

3. High-Potential (Hi-Pot) Testing: Applies a high voltage to verify insulation integrity.

4. Tan Delta (TD) Testing: Measures insulation dielectric losses to detect degradation.

5. Visual Inspection: Examines cables for physical damage, wear, and corrosion.

6. Continuity Testing: Verifies conductor continuity and integrity.

7. Cable TDR (Time-Domain Reflectometry) Testing: Detects faults, such as opens, shorts, and moisture ingress.

Medium-Voltage (MV) Cable Testing (1kV to 35kV)

1. Insulation Resistance Testing: Verifies insulation integrity between conductors and to ground.

2. Partial Discharge (PD) Testing: Detects insulation degradation and potential faults.

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3. High-Potential (Hi-Pot) Testing: Applies a high voltage to verify insulation integrity.

4. Tan Delta (TD) Testing: Measures insulation dielectric losses to detect degradation.

5. Very Low Frequency (VLF) Testing: Applies a low-frequency, high-voltage signal to detect insulation faults.

6. Cable TDR (Time-Domain Reflectometry) Testing: Detects faults, such as opens, shorts, and moisture ingress.

7. Thermal Imaging: Detects overheating issues in MV cables.

2.4 Electrical Maintenance

These are tasks typically included in the testing, since the testing tasks are typically performed during a scheduled outage and allow for these additional tasks to be performed. These are activities also included in the ROM pricing detailed in Section 3

Maintenance Tasks

1. Cleaning and Dusting: Regularly cleans electrical equipment to prevent overheating.

2. Lubrication: Applies lubricants to moving parts to reduce wear and tear.

3. Tightening and Torquing: Verifies and adjusts electrical connections to ensure proper torque.

4. Battery Maintenance: Includes testing, charging, and replacing batteries in uninterruptible power supplies (UPS) and other equipment.

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3 Proposed ROM Budget

The cost, Inclusion and Exclusions for the monitoring described within this Proposal is detailed below:

3.1 Included

- *Site Survey of AB Powers Team to collect field date as described in Section 2.1*
- *Studies as described in Section 2.2 as applicable*
- *Testing as described in Section 2.3 as applicable and as prescribed after site survey.*
- *Final test reports with findings, Test results, recommendations, photos, images and analytics.*

3.2 Excluded

- *Any additional studies: i.e. harmonic studies, power quality studies etc. not identified by "*"*
- *Overtime or after-hours costs are excluded for all engineering tasks, however Overtime and Afterhours cost are included for testing tasks.*
- *Any drawings detailing locations, orientation of equipment etc.*
- *No CAD files, Software Files Etc. is included as deliverables*
- *No Engineering, Design is included in proposal.*
- *No Electrical work is included in proposal.*
- *No electrical equipment i.e. circuit breakers, fuses etc is included in the pricing below*

3.3 ROM Pricing Table

Table 1.1

Item #	Description	Unit	Ext Price
1.	*Site Electrical Survey ROM*	*T&M*	*$ 15,000.00*
2.	*Electrical Studies ROM*	*T&M*	*$ 65,000.00*
3.	*Testing and Maintenance ROM*	*T&M*	*$160,000.00*
4.			
5.			
6.	*Sales Tax*	*T&M*	*Excluded*
7.	**Grand Total**	*T&M*	**$240,000.00**

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Thank you for the opportunity to provide Molzen Corbin with a well thought out solution that will continue to provide reliability and consistency. Please feel free to contact any member of the AB Powers team if you have any questions. Thank You.

About AB Powers, LLC:

8201 Lockheed Dr, Ste 131,
El Paso, Texas, 79925
Tel: (915) 626-5672
Email: Engineering@abpowers.com
Web Site: www.abpowers.com

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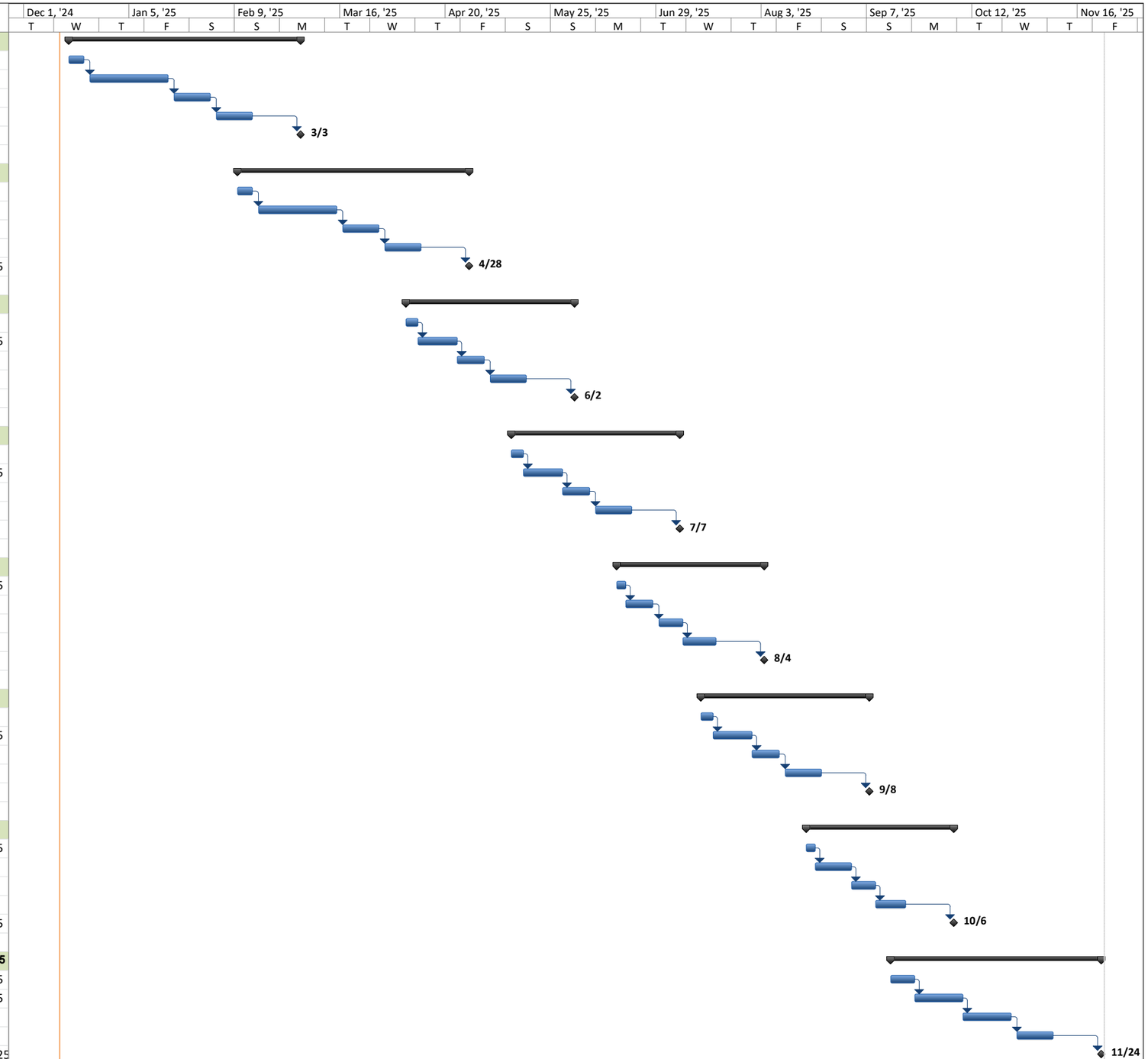
ID	Task Mode	Task Name	Duration	Start	Finish
1		**DAF Building Improvements**	**55 days**	**Mon 12/16/24**	**Mon 3/3/25**
2		Perform Field Investigation and Review Resource Documents	5 days	Mon 12/16/24	Fri 12/20/24
3		Generate Plans and Specs for 60% Submittal	20 days	Mon 12/23/24	Fri 1/17/25
4		Generate Plans and Specs for 100% Submittal	10 days	Mon 1/20/25	Fri 1/31/25
5		Owner Review of Drawings and Generate Construction Cost Estimate	10 days	Mon 2/3/25	Fri 2/14/25
6		Commence Construction Admin Services	0 days	Mon 3/3/25	Mon 3/3/25
7					
8		**NPW Building Improvements**	**55 days**	**Mon 2/10/25**	**Mon 4/28/25**
9		Perform Field Investigation and Review Resource Documents	5 days	Mon 2/10/25	Fri 2/14/25
10		Generate Plans and Specs for 60% Submittal	20 days	Mon 2/17/25	Fri 3/14/25
11		Generate Plans and Specs for 100% Submittal	10 days	Mon 3/17/25	Fri 3/28/25
12		Owner Review of Drawings and Generate Construction Cost Estimate	10 days	Mon 3/31/25	Fri 4/11/25
13		Commence Construction Admin Services	0 days	Mon 4/28/25	Mon 4/28/25
14					
15		**Mixed Liquor Pumps Improvements**	**40 days**	**Mon 4/7/25**	**Mon 6/2/25**
16		Perform Field Investigation and Review Resource Documents	4 days	Mon 4/7/25	Thu 4/10/25
17		Generate Plans and Specs for 60% Submittal	9 days	Fri 4/11/25	Wed 4/23/25
18		Generate Plans and Specs for 100% Submittal	7 days	Thu 4/24/25	Fri 5/2/25
19		Owner Review of Drawings and Generate Construction Cost Estimate	10 days	Mon 5/5/25	Fri 5/16/25
20		Commence Construction Admin Services	0 days	Mon 6/2/25	Mon 6/2/25
21					
22		**Reuse Building Improvements**	**40 days**	**Mon 5/12/25**	**Mon 7/7/25**
23		Perform Field Investigation and Review Resource Documents	4 days	Mon 5/12/25	Thu 5/15/25
24		Generate Plans and Specs for 60% Submittal	9 days	Fri 5/16/25	Wed 5/28/25
25		Generate Plans and Specs for 100% Submittal	7 days	Thu 5/29/25	Fri 6/6/25
26		Owner Review of Drawings and Generate Construction Cost Estimate	10 days	Mon 6/9/25	Fri 6/20/25
27		Commence Construction Admin Services	0 days	Mon 7/7/25	Mon 7/7/25
28					
29		**UV/Filter Building Improvements**	**35 days**	**Mon 6/16/25**	**Mon 8/4/25**
30		Perform Field Investigation and Review Resource Documents	3 days	Mon 6/16/25	Wed 6/18/25
31		Generate Plans and Specs for 60% Submittal	7 days	Thu 6/19/25	Fri 6/27/25
32		Generate Plans and Specs for 100% Submittal	6 days	Mon 6/30/25	Mon 7/7/25
33		Owner Review of Drawings and Generate Construction Cost Estimate	9 days	Tue 7/8/25	Fri 7/18/25
34		Commence Construction Admin Services	0 days	Mon 8/4/25	Mon 8/4/25
35					
36		**Headworks Building Improvements**	**40 days**	**Mon 7/14/25**	**Mon 9/8/25**
37		Perform Field Investigation and Review Resource Documents	4 days	Mon 7/14/25	Thu 7/17/25
38		Generate Plans and Specs for 60% Submittal	9 days	Fri 7/18/25	Wed 7/30/25
39		Generate Plans and Specs for 100% Submittal	7 days	Thu 7/31/25	Fri 8/8/25
40		Owner Review of Drawings and Generate Construction Cost Estimate	10 days	Mon 8/11/25	Fri 8/22/25
41		Commence Construction Admin Services	0 days	Mon 9/8/25	Mon 9/8/25
42					
43		**Digester Building Improvements**	**35 days**	**Mon 8/18/25**	**Mon 10/6/25**
44		Perform Field Investigation and Review Resource Documents	3 days	Mon 8/18/25	Wed 8/20/25
45		Generate Plans and Specs for 60% Submittal	8 days	Thu 8/21/25	Mon 9/1/25
46		Generate Plans and Specs for 100% Submittal	6 days	Tue 9/2/25	Tue 9/9/25
47		Owner Review of Drawings and Generate Construction Cost Estimate	8 days	Wed 9/10/25	Fri 9/19/25
48		Commence Construction Admin Services	0 days	Mon 10/6/25	Mon 10/6/25
49					
50		**Site Lift Station Improvements**	**50 days**	**Mon 9/15/25**	**Mon 11/24/25**
51		Perform Field Investigation and Review Resource Documents	6 days	Mon 9/15/25	Mon 9/22/25
52		Generate Plans and Specs for 60% Submittal	12 days	Tue 9/23/25	Wed 10/8/25
53		Generate Plans and Specs for 100% Submittal	12 days	Thu 10/9/25	Fri 10/24/25
54		Owner Review of Drawings and Generate Construction Cost Estimate	10 days	Mon 10/27/25	Fri 11/7/25
55		Commence Construction Admin Services	0 days	Mon 11/24/25	Mon 11/24/25



Project: Project SAP231-11
Date: Fri 12/13/24

Task	Summary	External Milestone	Inactive Summary	Manual Summary Rollup	Finish-only			
Split	Project Summary	Inactive Task	Manual Task	Manual Summary	Deadline			
Milestone	External Tasks	Inactive Milestone	Duration-only	Start-only	Progress			

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Cooperative Educational Services
CES

Contract Award Letter

October 5, 2022

Molzen Corbin
2701 Miles Road, SE
Albuquerque,NM 87106

Re: Contract Award for:

2023-01-C2113-ALL Design Professional Services, Category 2 - Lot 1, Engineering and Consulting Services

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to our 2023-01 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The Contract, in conjunction with the Contract and RFP documents, constitute the Agreement between the parties. Please retain all documents for your records. This Indefinite Delivery and Indefinite Quantity contract, as defined in NMSA 13-1-63; is for Four (4) years beginning October 6, 2022 and expiring October 5, 2026, pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up to date throughout the life of the contract.

Sincerely yours,

Cooperative Educational Services

David Chavez
Executive Director, Chief Procurement Officer
Office: 505.344.5470

DocuSign Envelope ID: 97AD8F81-4449-41BC-87C0-4FDF807B22D1

ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD

CES RFP NUMBER: 2023-01

RFP DESCRIPTION: Design Professional Services Category 2 - Lot 1, Engineering and Consulting Services

CES CONTRACT NUMBER: 2023-01-C2113-ALL

CONTRACT

This contract award is being made by Cooperative Educational Services ("CES"), 10601 Research Rd. SE, Albuquerque, New Mexico 87123 effective this October 6, 2022, to Molzen Corbin, with its principal office located at 2701 Miles Road, SE, Albuquerque, NM 87106 pursuant to the above referenced CES conducted Request for Proposal ("RFP"), or Request for Bids ("RFB") procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services, and construction services ("Products, Services and/or Construction Services") pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signatories to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned (Contract Holder) has successfully responded to a RFP or RFB published by CES in accordance with the Procurement Code, (13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP or RFB documents and this contract award.

DocuSign Envelope ID: 97AD8F81-4449-41BC-87C0-4FDF807B22D1

CONTRACT TERMS

1. The contract term shall be for Four (4) years from the effective contract award date October 6, 2022 through October 5, 2026. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities.

2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP, IFB or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.

4. For transactions which involve CES transmitting purchase orders from a CES Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the CES Member/Participating Entity in accordance with CES Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and CES Member/Participating Entity in the event any dispute arises between them.

5. Contract Holder understand and agree that upon CES' receipt of funds from CES Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by CES Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is

6. authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.

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7. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a CES Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder

8. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or CES Member/Participating Entity to perform as provided for in the RFP or RFB documents, any purchase order or other contract between Contract Holder and a CES Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

9. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

9. The Recitals are incorporated herein as contract terms.

Agreed effective the above date:

Cooperative Educational Services	Molzen Corbin
David Chavez Printed Name	Kevin W. Eades Printed Name
By: David Chavez	By: DocuSigned by: Kevin W. Eades 170D1468E6014AA...
Title: Executive Director	Title: President & CEO
Date: 10/6/2022	Date: 10/28/2022

DocuSign Envelope ID: 97AD8F81-4449-41BC-87C0-4FDF807B22D1

ATTACHMENT A
TO CONTRACT 2023-01-C2113-ALL
ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD

GENERAL SCOPE OF WORK AND SPECIFICATIONS
CES RFP 2023-01 Design Professional Services
Category 2 - Lot 1, Engineering and Consulting Services

GENERAL

This contract shall comply with the Procurement Code, 13-1-154.1 NMSA 1978 thresholds for on-call design professional services as follows:

Design fees for a single project shall not exceed Six Hundred Fifty Thousand Dollars ($650,000) and the contract term shall not exceed four (4) years or Seven Million Five Hundred Thousand ($7,500,000) whichever occurs first.

1. ENGINEERING BASIC SERVICES

Professional engineers may engage in the practice of engineering and perform engineering work pursuant to the Engineering and Surveying Practice Act as individuals, partners or through joint stock associations or corporations. In the case of an individual, the individual shall be a professional engineer pursuant to the Engineering and Surveying Practice Act. Allplans, designs, drawings, specifications, or reports that are involved in such practice, issued by or for the practice, shall bear the seal and signature of a professional engineer in responsible charge of and directly responsible for the work issued. In the case of practice through partnership, at least one of the partners shall be a professional engineer pursuant to the Engineering and Surveying Practice Act, and all plans, designs, drawings, specifications or reports that are involved in such practice, issued by or for the partnership,shall bear the seal and signature of the professional engineer in responsible charge of and directly responsible for such work when issued. In the case of practice through joint stock association or corporation, services or work involving the practice of engineering may be offered through that joint stock association or corporation; provided the person in responsible charge of the activities of the joint stock association or corporation that constitute engineering practice is a professional engineer who has authority to bind such joint stock association or corporation by contract; and further provided that all plans, designs, drawings, specifications or reports that are involved in engineering practice, issuedby or for such joint stock association or corporation, bear the seal and signature of a professional engineer in responsible charge of and directly responsible for the work when issued.

An individual, firm, partnership, corporation, or joint stock association may not use or assume a name involving the terms "engineer", "professional engineer", "engineering", "registered" or "licensed" engineer or any modification or derivative of such terms unless that individual, firm, partnership, corporation or joint stock association is qualified to practice engineering in accordance with the requirements in this section.

The purpose and scope of work for Category 2 is to acquire a full-service engineering firm(s) or surveying firms to provide services that ***may*** include the professional licensed disciplines in in Category 1.

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2. ENGINEERING SERVICES CLASSIFICATIONS

a. consultation, research, investigations, and reports
b Design services for construction projects
c. Engineering support services

3. PROJECT PHASES

Each individual project's scope of work performed will be subject to the individual CES Member or Participating Entity engaging, assessing, evaluating, selecting, and negotiating with the Offeror that possesses the qualifications, background, experience, attributes and resources that best fit their project's goals, objectives and outcomes, and to assist them in developing, implementing, executing, conducting and completing the identified project in the most cost effective and timely manner. The project phases may include, but are not limited to:

1. Programming phase;
2. Conceptual design and alignment studies;
3. Schematic design phase;
4. Design development phase;
5. Construction documents phase;
6. Procurement and/or bidding phase;
7. Construction phase;
8. Project acceptance and close-out;
9. Project 11-month warranty phase
10. CES Member/Participating Entity retainage of records

4. DESIGN ACTIVITIES

The tasks and activities to be performed may relate to and include, but are not limited to new infrastructure, facility and building construction.

5. Hourly Rate Schedule and Reimbursable Fees shall be submitted after Final Award Notice for the Contract File: The Offeror will furnish its proposed hourly rate schedule and Reimbursable Fees schedule that will become part of the Offeror's procurement file. The Hourly Rate Schedule must clearly state and identify any/all services and related services proposed in response to this solicitation with their associated costs, whether provided by the Offeror. The Offerorwill maintain, keep current and provide copies of the approved hourly rate schedule to CES Agencies for audit purposes when preparing quotes. The Hourly Rate Schedule may be modified at contract renewal.

6. Quote/Proposal for the Work for CES Member/Participating Entity: When preparing a quote/proposal under a CES-awarded contract, the Offeror must clearly identify and break out services, deliverables,materials, and reimbursable expenses into individual line items as they appear on the Offeror's awarded price schedule or pricing methodology. Stated prices must include the CES one percent (1.25 %) administrative fee.

End of Category 2 / Lot 1 Scope of Work

DocuSign Envelope ID: 97AD8F81-4449-41BC-87C0-4FDF807B22D1

ATTACHMENT B
ACCEPTANCE OF PROPOSAL, OFFER, AND CONTRACT AWARD
Design Professional Services
Category 2 - Lot 1, Engineering and Consulting Services

PRICING

All pricing including updates/changes must be uploaded through the vendor portal in the eProcurement System for review and approval by CES.

A. **Price List/Pricing:** The Offeror will upload through the vendor portal electronic copies of or provide electronic access to the approved current price list(s) for products and services offered under this solicitation (RFP) upon execution of this contract. The Offeror must keep current all pricing for any contract issued as a result of this solicitation. Should the Offeror fail to update pricing with CES, the Offeror shall honor their pricing on file with CES at the time of their quote submittal to the CES Member/Participating Entity. Discounts off the current price list are permitted and must remain firm throughout the life of the contract. Discount off list price must be clearly noted in the price quote to the member. All pricing must include the CES 1.25% administration fee.

B. **New Technology and Products:** New products or related services announced by manufacturer and/or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other product(s); is substantially superior to the original product(s) offered; is discounted in a similar or to a greater degree; and if the product(s) meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES is responsible for approving any product, service or technology for this contract. CES can reject any approved additions, any new product, service or technology for this contract, without cause.

C. **Price Quote/Proposal:** When preparing a quote/proposal under a CES awarded contract, the Offeror must clearly identify and break out quantities, descriptions, supplies, materials, equipment and services into individual line items as they appear on the Offeror's awarded price schedule or pricing methodology. At a minimum all quotes or proposals shall include the following: description, "hourly labor rate or the list/catalog unit price", "the per cent discount offered" and the final "CES price". All stated prices must include the CES one point two five percent (1.25%) administrative fee. Shipping/Freight costs and the New Mexico Gross Receipts Tax as applicable must be stated in separate lines.

D. **Price Reduction, Promotional and Special Pricing:** A price reduction can be offered at any time and will become effective upon approval by CES. CES reserves the right to approve or disapprove such requests.

E. **Price Increases:** Anytime during the life of the contract, pricing can be updated (increased/decreased) with proper justification letter from the manufacturer or distributor thereof and will become effective upon approval by CES. CES reserves the right to approve or disapprove such requests.

F. **Price Surcharges:** Depending on current market conditions, surcharges may apply as approved by CES.

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities/Wastewater	1/16/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP DESIGN	5000375	572960	WWM245002	$ 2,094,285	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 2,094,285	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo
To increase funds for MOLZEN CORBIN from cash. Please see memo for detail. PLEASE ADD MOLZEN CORBIN TO POSTING OF BAR.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(2,094,285)
TOTAL:	**(2,094,285)**

Linda MacAllister — 11/22/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date: Feb 3, 2025

Department Director Signature — Date: Feb 3, 2025

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Feb 5, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

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, 2025, 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, a specific determination 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
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service
- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination

General Services (continued):

- 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
- 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
- Marine equipment inspection, certification, and repair

General Services (continued):

- 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
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Vehicle inspection, lubricating, and repair services
- 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)
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management

Professional Services (Continued):

- Information Technology Programming
- Information Technology Risk Assessment
- Insurance Adjusters
- 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
- Network Cybersecurity Services
- Network Installation
- Planners
- Policy Advisors
- 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.)
- Speech writers
- Statisticians

Professional Services (Continued):

- 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)
- 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
- 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: 11/21/2024

Emily Oster, Finance Director

Emily K. Oster

_____ Date: 11/26/2024

Blanket Services Determination

Final Audit Report 2024-11-26

Created:	2024-11-21
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqgOwaNI_DZmo99HuXiloJc1Cdxp6T9hq

"Blanket Services Determination" History

Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
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Signature Date: 2024-11-26 - 7:52:49 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-11-26 - 7:52:49 PM GMT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/2/2025

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

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

PRODUCER
Professional Liability Insurers, Inc.
Higginbotham Insurance Agency, Inc.
6101 Moon Street NE Ste 1000
Albuquerque NM 87111
License#: 2081754

CONTACT NAME: Eloise Hughes
PHONE (A/C, No, Ext): 505-822-8114 **FAX (A/C, No):** 505-822-0341
E-MAIL ADDRESS: ehughes@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Donegal Mutual Insurance Company	13692
INSURER B : Atlantic States Insurance Company	22586
INSURER C : New Mexico Premier Insurance Company	13675
INSURER D : XL Specialty Insurance Co.	37885
INSURER E :	
INSURER F :	

INSURED
Molzen-Corbin & Associates Inc
2701 Miles Road SE
Albuquerque NM 87106
MOLZ&AS-01

COVERAGES **CERTIFICATE NUMBER:** 1747696877 **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:			1000111468	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 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			1000111478	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 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			1000111472	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
C	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		64411.117	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	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			DPR5037963	12/31/2024	12/31/2025	Each Claim Aggregate	2,000,000 6,000,000

RECEIVED 1/7/2025

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Aviation/Drone Liability, American Alternative Insurance Corporation, #9048809, Effective/Expiration Dates: 10/24/2024 - 10/24/2025, Liability Limit $1,000,000.

CERTIFICATE HOLDER
City of Santa Fe Wastewater Management
73 Paseo Real
Santa Fe NM 87507

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

AUTHORIZED REPRESENTATIVE

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Services Offered to the City of Santa Fe (2024)

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

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

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

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

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

Molzen purchasing memo 2nd emergency CES contract_packet int sig

Final Audit Report 2025-02-07

Created:	2025-02-05
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAASv5kmX5KOOZfr2yDOCUPRth26Ei6tjFq

"Molzen purchasing memo 2nd emergency CES contract_packet int sig" History

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Signature Date: 2025-02-06 - 0:13:06 AM 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
2025-02-06 - 0:13:10 AM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-02-06 - 5:27:06 AM GMT- IP address: 104.28.85.156

Document declined by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Decline reason: Include all required approvals—such as contracts, BARs, etc.—in the memo and the caption. Be specific, as anything not listed cannot be used. If something is missing, you may complete the process only to find that funds cannot be moved.
2025-02-07 - 11:58:02 PM GMT- IP address: 63.232.20.2

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CITY OF SANTA FE

The Purchasing Memo

Date: February 24, 2025

To: Governing Body and Public Works & Utilities Committee

From: Jesse Roach Interim Public Utilities Department Director

Subject: Remove Fiscal Year Cap.

Vendor Name: Financial Consulting Group Inc

Munis Vendor Number: 7771

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of Amendment #1 to 3203062 with Financial Consulting Group, Inc for Utility Rate Evaluation and Financial Services. Amendment 1 Article 2, paragraph A, subparagraphs 1 through 4 of the Contract are removed completely to eliminate the per Fiscal Year Cap, so that Article 2, paragraph A reads in its entirety as follows: The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed six hundred thirty-six thousand fifty-two dollars fifty one cents ($636,052.51) for the term of this Agreement.

CONTRACT NUMBER:

The FY Munis contract number is 3202062.

BACKGROUND AND SUMMARY:

The Public Utilities Department requires rate evaluation services and financial services to be completed for all of the Department rate structures, financial plans and cost of service studies, as well as on call financial services. The Department consists of the Water Division, Wastewater Management Division, Environmental Services Division and the Utility Customer Services Division. The Department requested proposals through RFP 22/04/P and received 1 proposal. Through the RFP evaluation process, the Department's evaluation committee is recommending FCS Group as a qualified firm to provide these services. The annual cost is different each FY, due to the COS for each Division being done separately.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Water Enterprise Fund/505; WWMD Enterprise Fund/500; ESD Enterprise Fund/510

Munis Org Name/Number: Water/5050381; WWMD/5000361; ESD/5100331

Munis Object Name/Number: Water Division-5050381.510300 WWMD- 500361.510300 ESD-5100331.510300

Budget Officer / Designee: Andy Hopkins **Date:** Feb 26, 2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

The [existing contract 3203062 expires on June 30th, 2025.

Chief Procurement Officer (CPO) / Designee: _____ **Date:** Feb 28, 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: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Memo
Amendment #1
Original executed contract packet.

Item#_____
Munis Contract# 3203062
Original Contract Item# 21-0522
SWPA/GSA/Coop/RFP/ITB RFP 22/04/P

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES Contract
ITEM# 21-0522

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL CONTRACT, dated October 2, 2021 (the "Contract"), between the City of Santa Fe (the "City") and Financial Consulting Solutions Group, Inc. (dba FCS Group) (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 Utility Rate and Financial Services.

B. Pursuant to Article 13 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, subparagraphs 1 through 4 of the Contract are removed completely to eliminate the per Fiscal Year Cap, so that Article 2, paragraph A reads in its entirety as follows:

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed six hundred thirty-six thousand fifty-two dollars fifty one cents ($636,052.51) for the term of this Agreement.

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 City of Santa Fe Price Agreement, Contract Number 3203062 as of the dates set forth below.

CITY OF SANTA FE:

_____
Alan Webber, Mayor

DATE:_____

CONTRACTOR:
Financial Consulting Solutions Group, Inc

Jason Mumm
Jason Mumm (Jan 31, 2025 13:49 MST)
Jason Mumm, Principal

DATE: Jan 31, 2025

NMBTIN _____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jan 31, 2025 13:52 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

City of Santa Fe, New Mexico

memo

Date: August 24, 2021

To: Public Works-Public Utilities Committee / Finance Committee

From: Maya Martinez, Public Utilities Fiscal Administrator MM

Via: Shannon Jones, Public Utilities Department Director SJ

RE: Request to award of Proposal #22/04/P, Professional Services Agreement with Financial Consulting Solutions Group, Inc. (dba FCS GROUP), in the amount of $636,052.51 inclusive of nmgrt, for a term of 4 years.

ITEM AND ISSUE:

The Public Utilities Department requests award of RFP # 22/04/P, PSA with Financial Consulting Group, Inc. (dba FCS Group) in the amount of $636,052.51 inclusive of nmgrt, for a term of 4 years. The contractor will provide Utility Rate Evaluation and Financial Services.

BACKGROUND AND SUMMARY:

The Public Utilities Department requires rate evaluation services and financial services to be completed for all the Department rate structures, financial plans and cost of service studies, as well as on call financial services. The Department consists of the Water Division, Waste Water Management Division, Environmental Services Division and the Utility Customer Services Division. The Department requested proposals through RFP 22/04/P and received 1 proposal. Through the RFP evaluation process, the Department's evaluation committee is recommending FCS Group as a qualified firm to provide these services. The annual cost is different each FY, due to the COS for each Division being done separately, one on each year. Annual cost breakdown is as follows:

FY 2022 $148,762.39
Water Division $26,915.68
WWMD $94,931.03 (COS)
ESD $26,915.68

FY 2023 $165,733.77
Water Division $29,440.78
WWMD $29,440.78
ESD $106,852.21 (COS)

FY 2024 $158,987.90
Water Division $101,624.34 (COS)
WWMD $28,681.78
ESD $28,681.78

FY 2025
$162,568.45
Water Division $29,300.44
WWMD $103,967.57 (COS)
ESD $29,300.44

CONTRACT NUMBER:
The FY22 Munis contract number:
FCS Group 3202940

FUNDING SOURCE:
The funding source is:
Public Utilities Division's Enterprise Fund 500/505/510

FY 2022
Fund Name/Number: Water Enterprise Fund/505; WWMD Enterprise Fund/500; ESD Enterprise Fund/510
Munis Org Name/Number: Water/5050381; WWMD/5000361; ESD/5100331
Munis Object Name/Number: Professional Services

Funds for these services will be available in each Division's FY 2022 Operating Budget as follows:
Water Division – 5050381.510300 $26,915.68
WWMD – 5000361.510300 $94,931.03
ESD – 5100331.510300 $26,915.68

RECOMMENDATION:

- Review and approval of award of PSA to Financial Consulting Solutions Group, Inc. (dba FCS GROUP) in the amount of $636,052.51 inclusive of nmgrt for a term of 4 years.

- Forwarding and recommendation of approval of RFP 22/04/P award and PSA to the Finance Committee for their consideration and approval to the Governing Body for their final consideration and approval.

Item# 21-0522
Munis Contract# 3202940

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Financial Consulting Solutions Group, Inc. (dba FCS GROUP),** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall provide the following services for the City:
The basic tasks that the Contractor will be expected to accomplish for the project are listed, but not limited to, the following items:

A. COMPREHENSIVE WATER DIVISION, WASTEWATER DIVISION AND ENVIRONMENTAL SERVICES DIVISION (SOLID WASTE) FINANCIAL PLANS
Evaluate and update as necessary the current Financial Plans comparing starting cash balances, projected revenues and revenue requirements over the forecast period. Analyze each division's operating and capital plan needs. Present update to the Public Utilities Committee and City Council.

B. DOCUMENTATION AND REPORTING

The Contractor shall provide the City with thorough documentation in support of the analysis, City Council study sessions and shall present the study findings to the City Council upon substantial completion of the scope of work. The City shall be provided with a reasonable number of copies of the written report, and all presentation materials upon request.

C. MEETINGS

The Contractor will need to meet with staff on several occasions during the course of work. In addition to the staff meetings, the Contractor shall attend the following meetings for each of the (3) three divisions and shall indicate exactly who on the Contractor's project team will attend these meetings:

C.1 Financial Update Kickoff meeting

C.2 Current Financial Plan update meeting with Wastewater, Environmental Services and Water Divisions.

C.3 Cost of Service update meeting with Wastewater, Environmental Services and Water Divisions.

C.4 Public Utilities Committee meeting and Finance Committee meeting.

C.5 City Council Presentation

D. RATE MODEL SUPPORT FINANCIAL ON-CALL CONTRACT

The Contractor shall provide rate model updates, rate financial forecasts and rate model maintenance as requested by the City using generally accepted utility ratemaking methodologies and applicable New Mexico and Federal law. Work shall be initiated by a City work order and shall be based on hourly rates and required Contractor time to complete the tasks identified in the City work order.

D.1 *Rate Model Work Orders* – The Contractor shall perform work identified in individually approved City work orders including, but not limited to: Annual revenue forecast support and rate model maintenance based on updated assumptions and governing body directives.

D.2 *Collection of needed information* – The Contractor shall provide the City with a data request that will outline information needed to evaluate the City work order.

D.3 *Evaluate effects of City work order* – The Contractor shall use information available from the utility billing system and the existing financial plan to evaluate the effects of the scope of work identified in the City work order.

D.4 *Calculate the revenue impacts* – The Contractor shall use information available from the existing financial plan to determine the revenue impacts.

D.5 *Document results* – The Contractor shall document the results of the analysis in a memorandum that shall be provided to the City along with all work papers, computer model outputs or other supporting information. Work orders may require presentation at City Committees or City Council.

E. UTILITY COST-OF-SERVICE STUDY (Water, Wastewater and Environmental Services- Solid Waste)

The Contractor shall collect the necessary data/information and make the necessary efforts to calculate and update the utility user charges (i.e. rates) for the City using generally accepted utility ratemaking methodologies as described by the American Water Works Association, Manual M1 (Manual M1 describes the methods for developing water rates and charges).

E.1 *Collection of needed information* - The Contractor shall provide the City with data requests outlining information needed to calculate the utility user charges.

E.2 *Calculate the revenue requirements* – The Contractor shall use information available from the existing financial plan to determine the revenue requirements.

E.3 *Allocate revenue requirements in a cost-of-service study* – The Contractor shall allocate revenue requirements to the City's various customer classes using generally accepted cost-of-service allocation techniques.

E.4 *Develop recommendations for updating existing utility* rates – The Contractor shall work with the City to update the existing rates based on the findings of the cost-of-service allocation described above.

F. ON CALL FINANCIAL SERVICES (Water, Wastewater and Environmental Services – Solid Waste)

The Contractor shall provide On Call Financial Services as requested for the City. Work shall be initiated by a City work order and shall be based on hourly rates and the tasks identified in the City work order.

2. Compensation.

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed six hundred thirty six thousand fifty two dollars and fifty one cents ($636,052.51) for the term of this Agreement, as described in Exhibit A attached hereto.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred forty one thousand five hundred and ten dollars ($141,510) in (FY2022). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand two hundred and fifty two dollars and thirty nine cents ($7,252.39) shall be paid by the City to the Contractor.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred fifty seven thousand six hundred fifty four dollars ($157,654) in (FY2023). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling eight thousand seventy nine dollars and seventy seven cents ($8,079.77) shall be paid by the City to the Contractor.

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred fifty one thousand two hundred thirty seven dollars ($151,237) in (FY2024). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand seven

hundred fifty dollars and ninety cents ($7,750.90) shall be paid by the City to the Contractor.

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred fifty four thousand six hundred forty three dollars ($154,643) in (FY2025). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand nine hundred twenty five dollars and forty five cents ($7,925.45) shall be paid by the City to the Contractor.

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

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, a,260nd 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 **June 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor

or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

13. Amendment.

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

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

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort

Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

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

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

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

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

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

21. Records and Financial Audit.

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

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors

or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

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

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:

Jason Mumm
Financial Consulting Solutions Group, Inc. (dba FCS GROUP)
7525 166th Ave. NE, Ste. D-215,
Redmond, WA 98052

27. **Authority.**

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Oct 2, 2021

CONTRACTOR:
FCS GROUP

Angie S. Vienoche
NAME

Vice President
TITLE

DATE: 8/25/2021
CRS# 03-420605-00-1
Registration # 223967

ATTEST:

Kristine Mihelcic (Oct 3, 2021 11:59 MDT)

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 09/29/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 24, 2021 13:27 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

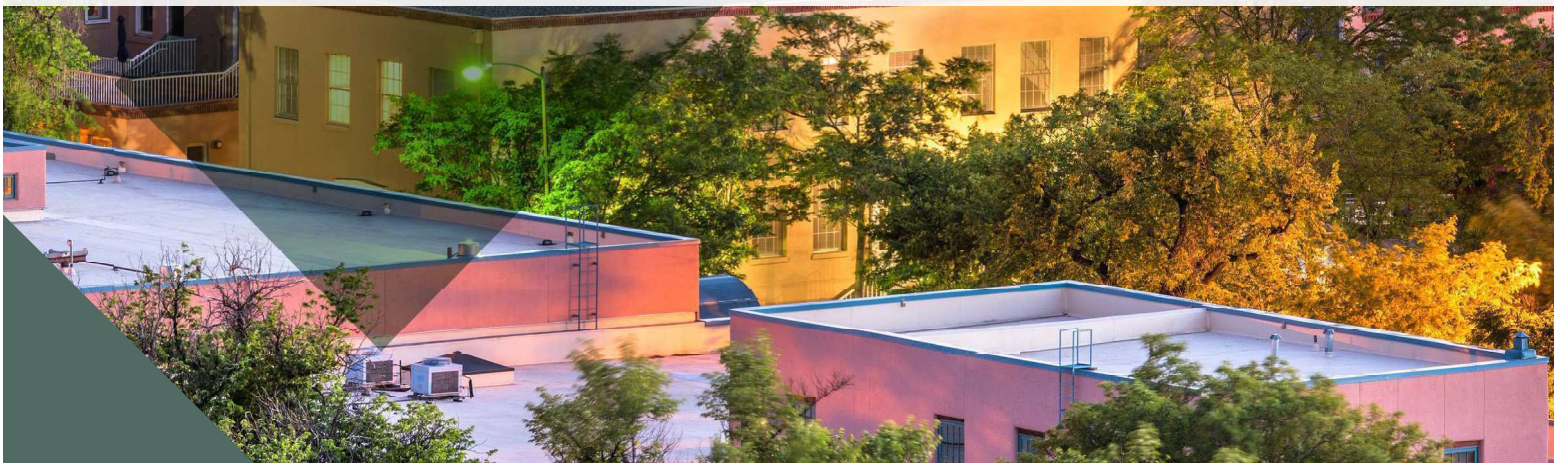
Org. Name/Org#.
5050381.510300
5100331.510300
5000361.510300

AJH
AJH



PUBLIC UTILITIES RATE EVALUATION & FINANCIAL SERVICES RFP# 22/04/P

Cost Proposal
July 20, 2021



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FCS GROUP
Solutions-Oriented Consulting

APPENDIX C

COST RESPONSE FORM

In addition to the staff meetings, the Consultant's cost proposal shall include the following meetings at a minimum for each of the (3) three divisions and shall incorporate a cost proposal indicating exactly who on the Consultant's project team will attend these meetings; the total cost for attending, including expenses; and the cost proposal shall assume three (3) hours for each meeting:

- Financial Update Kickoff meeting
- Current Financial Plan update meeting with Wastewater, Environmental Services and Water Divisions.
- Cost of Service update meeting with Wastewater, Environmental Services and Water Divisions.
- Public Utilities Committee meeting and Finance Committee meeting.
- City Council Presentation

Description	**Staff**	**Hours**	**Hourly Rate**
Financial Plan			
Documenting, Reporting, Analysis			
Meetings			
Rate Model Updates			
Rate Model Maintenance			
Forecasts			
On-Call Services			
Utility Cost of Service Study			
Who will Attend	**Title**	**3 Hours per meeting**	**Hourly Rate**
Total Annual Cost			

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Please review detailed cost estimates attached to this form (ppg. 1-8 immediately follow this page).

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All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Option Year 1: (Date of Award thru June 30, 2022) Price: $ $141,510

Option Year 2: (July 1, 2022 thru June 30, 2023) Price: $ $157,654

Option Year 3: (July 1, 2023 thru June 30, 2034) Price: $ $151,237

Option Year 4: (July 1, 2024 thru June 30, 2025) Price: $ $154,643

Santa Fe Cost Summary Sheet

1. Name of Project:	Public Utilities Rate Evaluation & Financial Services RFP#22/04/P	**2. CIP #**	
3. Name of Contractor:	FCS GROUP, INC.	**4. Date of Proposal:**	7/20/2021
5. Address of Contractor:	7525 166th Ave. NW, Suite D215 Redmond, WA 98052	**6. Type of Services Furnished**	Professional Svcs.
		A. Work Element: Financial Plan and Forecasts	

Part 2 -Cost Summary

7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm		12	$270.00	$3,240	
Hobart		44	$175.00	$7,700	
Quinn		104	$165.00	$17,160	
Richard		104	$145.00	$15,080	
Hobson		0	$185.00	$0	
				$0	
	Direct Labor Total	264			$43,180

8. Overhead:		Rate	x Base	Estimated Cost	
	Overhead Total				$0
9. Fee or Profit:					$0

SUPPLEMENTAL SERVICES

10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
				$0	
				$0	
				$0	
				$0	
	Subcontractor Total:				$0

11. Special Equipment				Estimated Cost	
	Equipment Total:				$0

12. Travel				Estimated Cost	
A: Transportation					
B: Per Diem					
	Travel Total				$0

13: Other Reimbursable Cost				Estimated Cost	
	Other Reimbursable Costs:				$0
	Subtotal				$43,180
14. Gross Receipts Tax (5.125%)					$2,210
15. Total Price					**$45,390**

Santa Fe Cost Summary Sheet

1. Name of Project:	Public Utilities Rate Evaluation & Financial Services RFP#22/04/P	**2. CIP #**	
3. Name of Contractor:	FCS GROUP, INC.	**4. Date of Proposal:**	7/20/2021
5. Address of Contractor:	7525 166th Ave. NW, Suite D215 Redmond, WA 98052	**6. Type of Services Furnished**	Professional Svcs.
		A. Work Element: Rate Model Updates	

Part 2 -Cost Summary

7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm		0	$270.00	$0	
Hobart		0	$175.00	$0	
Quinn		0	$165.00	$0	
Richard		0	$145.00	$0	
Hobson		0	$185.00	$0	
	Direct Labor Total				$0

8. Overhead:		Rate	x Base	Estimated Cost	
	Overhead Total				$0
9. Fee or Profit:					$0

SUPPLEMENTAL SERVICES

10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
				$0	
				$0	
				$0	
				$0	
	Subcontractor Total:				$0

11. Special Equipment				Estimated Cost	
	Equipment Total:				$0

12. Travel				Estimated Cost	
A: Transportation				0	
B: Per Diem					
	Travel Total				$0

13: Other Reimbursable Cost				Estimated Cost	
	Other Reimbursable Costs:				$0
	Subtotal 7-12				$0
14. Gross Receipts Tax (5.125%)					$0
15. Total Price					**$0**

Santa Fe Cost Summary Sheet

1. Name of Project:	Public Utilities Rate Evaluation & Financial Services RFP#22/04/P	**2. CIP #**	
3. Name of Contractor:	FCS GROUP, INC.	**4. Date of Proposal:**	7/20/2021
5. Address of Contractor:	7525 166th Ave. NW, Suite D215 Redmond, WA 98052	**6. Type of Services Furnished**	Professional Svcs.
		A. Work Element: Rate Model Maintenance	

Part 2 -Cost Summary

7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm		0	$270.00	$0	
Hobart		0	$175.00	$0	
Quinn		0	$165.00	$0	
Richard		0	$145.00	$0	
Hobson		0	$185.00	$0	
	Direct Labor Total				$0

8. Overhead:		Rate	x Base	Estimated Cost	
	Overhead Total				$0
9. Fee or Profit:					$0

SUPPLEMENTAL SERVICES

10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
				$0	
				$0	
				$0	
				$0	
	Subcontractor Total:				$0

11. Special Equipment				Estimated Cost	
	Equipment Total:				$0

12. Travel				Estimated Cost	
A: Transportation				0	
B: Per Diem					
	Travel Total				$0

13: Other Reimbursable Cost				Estimated Cost	
	Other Reimbursable Costs:				$0
	Subtotal 7-12				$0
14. Gross Receipts Tax (5.125%)					$0
15. Total Price					**$0**

Santa Fe Cost Summary Sheet

1. Name of Project:	Public Utilities Rate Evaluation & Financial Services RFP#22/04/P	**2. CIP #**	
3. Name of Contractor:	FCS GROUP, INC.	**4. Date of Proposal:**	7/20/2021
5. Address of Contractor:	7525 166th Ave. NW, Suite D215 Redmond, WA 98052	**6. Type of Services Furnished**	Professional Svcs.
		A. Work Element: On-Call Services	

Part 2 -Cost Summary

7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm		8	$270.00	$2,160	
Hobart		8	$175.00	$1,400	
Quinn		16	$165.00	$2,640	
Richard		16	$145.00	$2,320	
Hobson		0	$185.00	$0	
0				$0	
	Direct Labor Total	48			$8,520

8. Overhead:		Rate	x Base	Estimated Cost	
	Overhead Total				$0
9. Fee or Profit:					$0

SUPPLEMENTAL SERVICES

10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
				$0	
				$0	
				$0	
				$0	
	Subcontractor Total:				$0

11. Special Equipment				Estimated Cost	
	Equipment Total:				$0

12. Travel				Estimated Cost	
A: Transportation				0	
B: Per Diem					
	Travel Total				$0

13: Other Reimbursable Cost				Estimated Cost	
	Other Reimbursable Costs:				$0
	Subtotal				$8,520
14. Gross Receipts Tax (5.125%)					$430
15. Total Price					**$8,950**

Santa Fe Cost Summary Sheet

1. Name of Project:	Public Utilities Rate Evaluation & Financial Services RFP#22/04/P	**2. CIP #**	
3. Name of Contractor:	FCS GROUP, INC.	**4. Date of Proposal:**	7/20/2021
5. Address of Contractor:	7525 166th Ave. NW, Suite D215 Redmond, WA 98052	**6. Type of Services Furnished**	Professional Svcs.
		A. Work Element: Cost-of-Service Study (Water and Wastewater Divisions)	

Part 2 -Cost Summary

7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm		12	$270.00	$3,240	
Hobart		24	$175.00	$4,200	
Quinn		96	$165.00	$15,840	
Richard		96	$145.00	$13,920	
Hobson		0	$185.00	$0	
0				$0	
	Direct Labor Total	228			$37,200

8. Overhead:		Rate	x Base	Estimated Cost	
	Overhead Total				$0
9. Fee or Profit:					$0

SUPPLEMENTAL SERVICES

10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
				$0	
				$0	
				$0	
				$0	
	Subcontractor Total:				$0

11. Special Equipment				Estimated Cost	
	Equipment Total:				$0

12. Travel				Estimated Cost	
A: Transportation				0	
B: Per Diem					
	Travel Total				$0

13: Other Reimbursable Cost				Estimated Cost	
	Other Reimbursable Costs:				$0
	Subtotal				$37,200
14. Gross Receipts Tax (5.125%)					$1,900
15. Total Price					**$39,100**

Santa Fe Cost Summary Sheet

1. Name of Project:	Public Utilities Rate Evaluation & Financial Services RFP#22/04/P	**2. CIP #**	
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5. Address of Contractor:	7525 166th Ave. NW, Suite D215 Redmond, WA 98052	**6. Type of Services Furnishe**	Professional Svcs.
		A. Work Element: Cost-of-Service Study (ESD)	

Part 2 -Cost Summary

7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm		0	$270.00	$0	
Hobart		0	$175.00	$0	
Quinn		0	$165.00	$0	
Richard		0	$145.00	$0	
Hobson		32	$185.00	$5,920	
0				$0	
	Direct Labor Total				$5,920

8. Overhead:		Rate	x Base	Estimated Cost	
	Overhead Total				$0
9. Fee or Profit:					$0

SUPPLEMENTAL SERVICES

10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
NewGen Strategies	*Includes travel allowances*	300	$200	$60,000	
				$0	
				$0	
				$0	
	Subcontractor Total:				$60,000

11. Special Equipment				Estimated Cost	
	Equipment Total:				$0

12. Travel				Estimated Cost	
A: Transportation					
B: Per Diem					
	Travel Total				$0

13: Other Reimbursable Cost				Estimated Cost	
Markup on Subcontractor Fee (10%)				$6,000.0	
	Other Reimbursable Costs:				$6,000
	Subtotal				$71,920
14. Gross Receipts Tax (5.125%)					$3,680
15. Total Price					**$75,600**

Santa Fe Cost Summary Sheet

1. Name of Project:	Public Utilities Rate Evaluation & Financial Services RFP#22/04/P	**2. CIP #**	
3. Name of Contractor:	FCS GROUP, INC.	**4. Date of Proposal:**	7/20/2021
5. Address of Contractor:	7525 166th Ave. NW, Suite D215 Redmond, WA 98052	**6. Type of Services Furnishe**	Professional Svcs.
		A. Work Element: Documenting & Reporting	

Part 2 -Cost Summary

7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm		8	$270.00	$2,160	
Hobart		18	$175.00	$3,150	
Quinn		40	$165.00	$6,600	
Richard		40	$145.00	$5,800	
Hobson		0	$185.00	$0	
0			$0.00	$0	
	Direct Labor Total				$17,710

8. Overhead:		Rate	x Base	Estimated Cost	
	Overhead Total				$0
9. Fee or Profit:					$0

SUPPLEMENTAL SERVICES

10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
				$0	
				$0	
				$0	
				$0	
	Subcontractor Total:				$0

11. Special Equipment				Estimated Cost	
	Equipment Total:				$0

12. Travel				Estimated Cost	
A: Transportation				0	
B: Per Diem					
	Travel Total				$0

13: Other Reimbursable Cost				Estimated Cost	
	Other Reimbursable Costs:				$0
	Subtotal				$17,710
14. Gross Receipts Tax (5.125%)					$900
15. Total Price					**$18,610**

Santa Fe Cost Summary Sheet

1. Name of Project:	Public Utilities Rate Evaluation & Financial Services RFP#22/04/P	**2. CIP #**	
3. Name of Contractor:	FCS GROUP, INC.	**4. Date of Proposal:**	7/20/2021
5. Address of Contractor:	7525 166th Ave. NW, Suite D215 Redmond, WA 98052	**6. Type of Services Furnishe**	Professional Svcs.
		A. Work Element: Meetings	

Part 2 -Cost Summary

7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm	*Estimate 5 total meetings/yr*	28	$270.00	$7,560	
Hobart	*Estimate 5 total meetings/yr*	28	$175.00	$4,900	
Quinn	*Estimate 5 total meetings/yr*	24	$165.00	$3,960	
Richard	*Estimate 5 total meetings/yr*	24	$145.00	$3,480	
Hobson	*Estimate 5 total meetings/yr*	0	$185.00	$0	
0			$0.00	$0	
	Direct Labor Total	104			$19,900

8. Overhead:		Rate	x Base	Estimated Cost	
	Overhead Total				$0
9. Fee or Profit:					$0

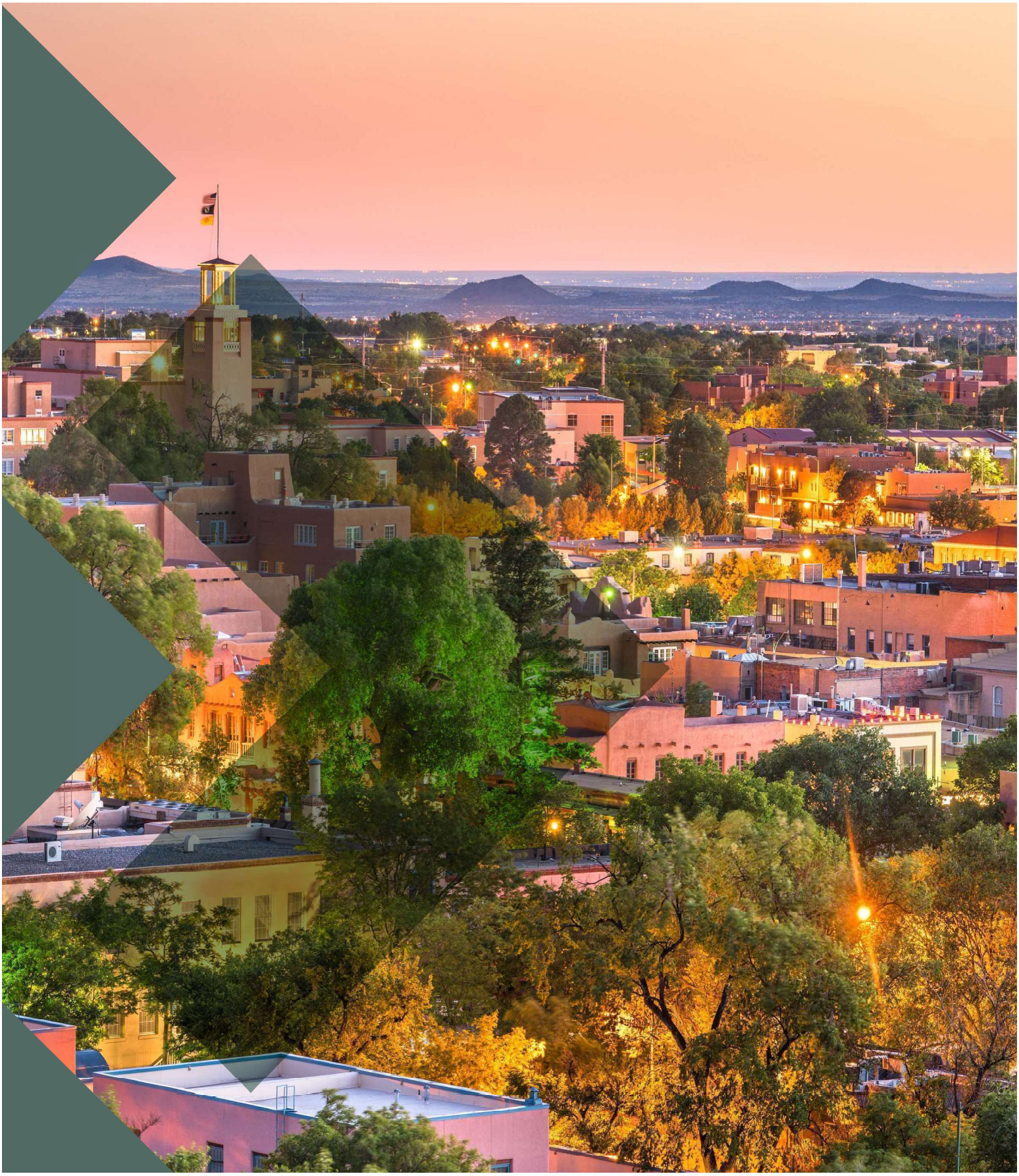
SUPPLEMENTAL SERVICES

10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
				$0	
				$0	
				$0	
				$0	
	Subcontractor Total:				$0

11. Special Equipment		Estimated Cost	
	Equipment Total:		$0

12. Travel		Estimated Cost	
A: Transportation	*Estimate $1,500/meeting/person on-site (2/mtg)*	15,000	
B: Per Diem			
	Travel Total		$15,000

13: Other Reimbursable Cost		Estimated Cost	
	Other Reimbursable Costs:		$0
	Subtotal		$34,900
14. Gross Receipts Tax (5.125%)			$1,780
15. Total Price			**$36,680**



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Year 1: Wastewater COS

Task Detail	Mtgs	Mumm Principal	Hobart PM	Quinn PC	Richard Sr. Analyst	Hobson Spec. PM	Admin Support	Total Hours	Budget Estimate	Division Allocations WATER	WW	ESD
Task 1: Project Kickoff and Data Collection												
1.1 Data request and review		4	4	8	8	0		24	$4,260	$1,420	$1,420	$1,420
1.2 Kickoff meeting	1	4	4	4	4	0		16	$3,020	$1,007	$1,007	$1,007
1.3 Follow-up data request			8	16	16			40	$6,360	$2,120	$2,120	$2,120
Task 1 Subtotal	1	8	16	28	28	0	0	80	$13,640	$4,547	$4,547	$4,547
Task 2: Revenue Requirements												
2.1 Project baseline revenue requirements		8	16	40	40			104	$17,360	$5,787	$5,787	$5,787
2.2 Review meeting with City	1	8	8	12	12			40	$7,280	$2,427	$2,427	$2,427
2.3 Revise analysis		0	16	40	40			96	$15,200	$5,067	$5,067	$5,067
2.4 Present to Council	2	8	8					16	$3,560	$1,187	$1,187	$1,187
Task 2 Subtotal	3	24	48	92	92	0	0	256	$43,400	$14,467	$14,467	$14,467
Task 3: Cost of Service (Wastewater)												
3.1 Assess/refine customer data		4	8	40	40			92	$14,880		$14,880	
3.2 Allocate plant and expense		4	8	40	40			92	$14,880		$14,880	
3.3 Review meeting with City	1	8	8	8	8			32	$6,040		$6,040	
3.4 Revise Analysis		4	8	16	16		0	44	$7,440		$7,440	
Task 3 Subtotal	1	20	32	104	104	0	0	260	$43,240	$0	$43,240	$0
Task 4: Rate Alternatives Evalaution												
4.1 Develop Rate Alternatives								0	$0			
4.2 Council Presentation #2								0	$0			
4.3 Finalize Rate Recommendations								0	$0			
Task 4 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0	$0
Task 5: Documentation												
5.1 Computer spreadsheets			2	8	8			18	$2,830		$2,830	
5.2 Draft report		4	8	16	16			44	$7,440		$7,440	
5.3 Final report		4	8	16	16			44	$7,440		$7,440	
Task 5 Subtotal	0	8	18	40	40	0	0	106	$17,710	$0	$17,710	$0
Task 6: On-Call Services												
6.1 On-Call Services		8	8	16	16			48	$8,520	$2,840	$2,840	$2,840
6.2								0	$0			
6.3								0	$0			
Task 6 Subtotal	0	8	8	16	16	0	0	48	$8,520	$2,840	$2,840	$2,840
Labor Total		$18,360	$21,350	$46,200	$40,600	$0	$0		$126,510	$21,853	$82,803	$21,853
Expenses									$15,000	$3,750	$7,500	$3,750
Budget Estimate									**$141,510**	**$25,603**	**$90,303**	**$25,603**

Year 2: Solid Waste COS (NewGen)

Task Detail	Mtgs	Mumm Principal	Hobart PM	Quinn PC	Richard Sr. Analyst	Hobson Spec. PM	Admin Support	Total Hours	Budget Estimate	Division Allocations WATER	WW	ESD
Task 1: Data Collection												
1.1 Data request and review		4	4	8	8	4		28	$5,253	$1,751	$1,751	$1,751
1.2 Kickoff meeting	1	4	4	4	4	4		20	$3,950	$1,317	$1,317	$1,317
1.3 Follow-up data request		0	8	16	16	4		44	$7,459	$2,486	$2,486	$2,486
Task 1 Subtotal	1	8	16	28	28	12	0	92	$16,663	$5,554	$5,554	$5,554
Task 2: Revenue Requirements												
2.1 Project baseline revenue requirements		8	16	40	40	0		104	$18,239	$6,080	$6,080	$6,080
2.2 Review meeting with City	1	8	8	12	12	0		40	$7,649	$2,550	$2,550	$2,550
2.3 Revise analysis		0	16	40	40	0		96	$15,970	$5,323	$5,323	$5,323
2.4 Present to Council	2	8	8	0	0	0	0	16	$3,740	$1,247	$1,247	$1,247
Task 2 Subtotal	3	24	48	92	92	0	0	256	$45,597	$15,199	$15,199	$15,199
Task 3: Cost of Service (Solid Waste)												
3.1 Assess/refine customer data						4		4	$777			$777
3.2 Allocate plant and expense						4		4	$777			$777
3.3 Review meeting with City						4		4	$777			$777
3.4 Revise Analysis						4		4	$777			$777
3.5 Present to Council						4		4	$777			$777
Task 3 Subtotal	0	0	0	0	0	20	0	20	$3,887	$0	$0	$3,887
Task 4: Rate Alternatives Evalaution												
4.1 Council Presentation #1								0	$0			
4.2 Develop Rate Alternatives								0	$0			
4.3 Council Presentation #2								0	$0			
Task 4 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0	$0
Task 5: Documentation												
5.1 Computer spreadsheets								0	$0			
5.2 Draft report								0	$0			
Final report								0	$0			
Task 5 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0	$0
Task 6: On-Call Services												
6.1 On-Call Services		8	8	16	16	8		56	$10,506	$3,502	$3,502	$3,502
6.2								0	$0			
6.3								0	$0			
Task 6 Subtotal	0	8	8	16	16	8	0	56	$10,506	$3,502	$3,502	$3,502
Labor Total		$11,347	$13,238	$23,576	$20,718	$7,775	$0		$76,654	$24,255	$24,255	$28,143
Expenses									$81,000	$3,750	$3,750	$73,500
Budget Estimate									**$157,654**	**$28,005**	**$28,005**	**$101,643**

Year 3: Water COS

Task Detail	Mtgs	Mumm Principal	Hobart PM	Quinn PC	Richard Sr. Analyst	Hobson Spec. PM	Admin Support	Total Hours	Budget Estimate	Division Allocations WATER	WW	ESD
Task 1: Project Kickoff and Data Collection												
1.1 Data request and review		4	4	8	8	0		24	$4,588	$1,529	$1,529	$1,529
1.2 Kickoff meeting		4	4	4	4	0		16	$3,252	$1,084	$1,084	$1,084
1.3 Follow-up data request		0	8	16	16	0		40	$6,849	$2,283	$2,283	$2,283
Task 1 Subtotal	0	8	16	28	28	0	0	80	$14,689	$4,896	$4,896	$4,896
Task 2: Revenue Requirements												
2.1 Project baseline revenue requirements		8	16	40	40	0		104	$18,695	$6,232	$6,232	$6,232
2.2 Review meeting with City	1	8	8	12	12	0		40	$7,840	$2,613	$2,613	$2,613
2.3 Revise analysis		0	16	40	40	0		96	$16,369	$5,456	$5,456	$5,456
2.4 Present to Council	2	8	8	0	0	0		16	$3,834	$1,278	$1,278	$1,278
Task 2 Subtotal	3	24	48	92	92	0	0	256	$46,737	$15,579	$15,579	$15,579
Task 3: Cost of Service (Water)												
3.1 Assess/refine customer data		4	8	40	40	0		92	$16,024	$16,024		
3.2 Allocate plant and expense		4	8	40	40	0		92	$16,024	$16,024		
3.3 Review meeting with City		8	8	8	8	0		32	$6,504	$6,504		
3.4 Revise Analysis		4	8	16	16	0		44	$8,012	$8,012		
3.5												
Task 3 Subtotal	0	20	32	104	104	0	0	260	$46,565	$46,565	$0	$0
Task 4: Rate Alternatives Evalaution												
4.1 Council Presentation #1		0	0	0	0	0		0	$0			
4.2 Develop Rate Alternatives		0	0	0	0	0		0	$0			
4.3 Council Presentation #2		0	0	0	0	0		0	$0			
Task 4 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0	$0
Task 5: Documentation												
5.1 Computer spreadsheets		0	2	8	8	0	0	18	$3,048	$3,048		
5.2 Draft report		4	8	16	16	0	0	44	$8,012	$8,012		
Final report		4	8	16	16	0	0	44	$8,012	$8,012		
Task 5 Subtotal	0	8	18	40	40	0	0	106	$19,072	$19,072	$0	$0
Task 6: On-Call Services												
6.1 On-Call Services		8	8	16	16	0		48	$9,175	$3,058	$3,058	$3,058
6.2								0	$0			
6.3								0	$0			
Task 6 Subtotal	0	8	8	16	16	0	0	48	$9,175	$3,058	$3,058	$3,058
Labor Total		$19,772	$22,992	$49,752	$43,722	$0	$0		$136,237	$89,170	$23,534	$23,534
Expenses									$15,000	$7,500	$3,750	$3,750
Budget Estimate									**$151,237**	**$96,670**	**$27,284**	**$27,284**

Year 4: Wastewater COS

Task Detail	Mtgs	Mumm Principal	Hobart PM	Quinn PC	Richard Sr. Analyst	Hobson Spec. PM	Admin Support	Total Hours	Budget Estimate	Division Allocations WATER	WW	ESD
Task 1: Project Kickoff and Data Collection												
1.1 Data request and review		4	4	8	8	0		24	$4,702	$1,567	$1,567	$1,567
1.2 Kickoff meeting	1	4	4	4	4	0		16	$3,334	$1,111	$1,111	$1,111
1.3 Follow-up data request		0	8	16	16	0		40	$7,020	$2,340	$2,340	$2,340
Task 1 Subtotal	1	8	16	28	28	0	0	80	$15,056	$5,019	$5,019	$5,019
Task 2: Revenue Requirements												
2.1 Project baseline revenue requirements		8	16	40	40	0		104	$19,162	$6,387	$6,387	$6,387
2.2 Review meeting with City	1	8	8	12	12	0		40	$8,036	$2,679	$2,679	$2,679
2.3 Revise analysis		0	16	40	40	0		96	$16,778	$5,593	$5,593	$5,593
2.4 Present to Council	2	8	8	0	0	0	0	16	$3,930	$1,310	$1,310	$1,310
Task 2 Subtotal	3	24	48	92	92	0	0	256	$47,905	$15,968	$15,968	$15,968
Task 3: Cost of Service (Wastewater)												
3.1 Assess/refine customer data		4	8	40	40	0		92	$16,425		$16,425	
3.2 Allocate plant and expense		4	8	40	40	0		92	$16,425		$16,425	
3.3 Review meeting with City		8	8	8	8	0		32	$6,667		$6,667	
3.4 Revise Analysis		4	8	16	16	0		44	$8,212		$8,212	
Task 3 Subtotal	0	20	32	104	104	0	0	260	$47,729	$0	$47,729	$0
Task 4: Rate Alternatives Evalaution												
4.1 Council Presentation #1		0	0	0	0	0		0	$0			
4.2 Develop Rate Alternatives		0	0	0	0	0		0	$0			
4.3 Council Presentation #2		0	0	0	0	0		0	$0			
Task 4 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0	$0
Task 5: Documentation												
5.1 Computer spreadsheets		0	2	8	8	0	0	18	$3,124		$3,124	
5.2 Draft report		4	8	16	16	0	0	44	$8,212		$8,212	
Final report		4	8	16	16	0	0	44	$8,212		$8,212	
Task 5 Subtotal	0	8	18	40	40	0	0	106	$19,549	$0	$19,549	$0
Task 6: On-Call Services												
6.1 On-Call Services		8	8	16	16	0	0	48	$9,404	$3,135	$3,135	$3,135
6.2								0	$0			
6.3								0	$0			
Task 6 Subtotal	0	8	8	16	16	0	0	48	$9,404	$3,135	$3,135	$3,135
Labor Total		$20,266	$23,566	$50,996	$44,815	$0	$0		$139,643	$24,122	$91,399	$24,122
Expenses									$15,000	$3,750	$7,500	$3,750
Budget Estimate									**$154,643**	**$27,872**	**$98,899**	**$27,872**

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202940**

Contractor: **Financial Consulting Solutions Group, Inc. (dba FCS GROUP),**

Description: **Public Utilities Rate Evaluation and Financial Services**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **as approved** Term End Date: **6/30/25**

☑ Approved by Council Date: **Pending**

Contract / Lease: **Contract $636,052.51**

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:** **21/43/B** RFP 22/04/P Financial Accounting Services -4 years from September 21-June 30, 2025

Fran Delaway (Aug 27, 2021 09:01 MDT) Aug 27, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: **22/04/P** **5050381.510300, 5100331.51030**

4. **Funding Source:** **Water, WWM & ESD Enterprise Fund** **Org / Object:** **5000361.510300**

Andy Hopkins (Aug 25, 2021 15:17 MDT) Aug 25, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/8/2020

PRODUCER
SHINSTROM & NORMAN INC
PO Box 638
Kirkland, WA 98083
(425) 827-6200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
FINANCIAL CONSULTING SOLUTIONS GROUP, INC.
7525 166TH AVENUE NE, STE #D-215
REDMOND, WA 98052

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: LIBERTY MUTUAL INS. CO.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR NO DEDUCTIBLE GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	BKW58035312	09/20/20	09/20/21	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) 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 ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS NO DEDUCTIBLE	BAA58035312	09/20/20	09/20/21	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	USO58035312	09/20/20	09/20/21	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BKW58035312 WASH. STOP GAP	09/20/20	09/20/21	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 2,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: OPERATIONS - PO #22101122, PO #22101163, PO #22101201
THE CERTIFICATE HOLDER(S) ARE INCLUDED AS PRIMARY ADDITIONAL INSURED PER ATTACHED FORM CG8810 AND INCLUDES WAIVER OF SUBROGATION.

CERTIFICATE HOLDER

CITY OF SANTA FE
801 W SAN MATEO RD.
SANTA FE, NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 10/8/2020

PRODUCER

SHINSTROM & NORMAN INC
PO Box 638
Kirkland, WA 98083
(425)827-6200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

FINANCIAL CONSULTING SOLUTIONS GROUP, INC.
7525 166TH AVENUE NE, SUITE D-215
REDMOND, WA 98052

INSURER A: STARSTONE NATIONAL INSURANCE CO.
INSURER B: NAIC: 25496
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$
	☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO				BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS					
	☐ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
	☐ DEDUCTIBLE					$
	☐ RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
A	OTHER PROFESSIONAL LIABILITY	09550B1209APL CLAIMS MADE FORM	09/20/20	09/20/21	$2,000,000 EACH CLAIM $4,000,000 AGGREGATE $ 5,000 DEDUCTIBLE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RETROACTIVE DATE: 7/26/1988

CERTIFICATE HOLDER ☐ ADDITIONAL INSURED; INSURER LETTER: ___

CITY OF SANTA FE
801 W SAN MATEO RD.
SANTA FE, NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: FCS GROUP

Business Location: 7525 16TH AVE NE STE D215
REDMOND , WA 98052

CRS Number: 03420605001

Owner: FCS GROUP

License Number: 223967

License Type: Business License - Renewable

Issued Date: December 28, 2020

Classification: Out of Jurisdiction Business License

Expiration Date: December 28, 2021

Fees Paid: $10.00

FCS GROUP
7525 166TH AVE NE STE D215
REDMOND , WA 98052

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 2/7/2020

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: _Financial Consulting Solutions Group, Inc. (dba FCS GROUP),

Procurement Title: Public Utilities Rate Evaluation and Financial Services 22/04/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal* (RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Public Utilities Department Staff Name Maya Martinez

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: _____

Maya Martinez

Public Utilities Dept / Maya Martinez, PUD Fiscal Administrator

Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Duraway (Aug 27, 2021 09:01 MDT)	Chief Procurement Officer	Aug 27, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

*

DATE: August 20, 2021

TO: Fran Dunaway, Chief Procurement Officer
City of Santa Fe

FROM: Maya Martinez, Procurement Manager MM
Public Utilities Department

SUBJECT: Evaluation Committee Report, Public Utilities Rate Evaluation & Financial Services
RFP # 22/04/P

In accordance with the Request for Proposals for Public Utilities Rate Evaluation & Financial Services issued 6/17/21, one response were submitted from the following Offerors: FCS Group and evaluated by the committee.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Shannon Jones, Public Utilities Department Director
Shirlene Sitton, Environmental Services Division Director
Mike Dozier, Waste Water Management Division Director
Jesse Roach, Water Division Director
Stephen Morales, Public Utilities Department

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- July 26, 2021: Evaluation Committee met to review Evaluation Committee duties and RFP process. Evaluation Committee was provided with the proposal and evaluation criteria form.
- August 3, 2021: Evaluation Committee met to go over their scoring and comments of the proposal.

Section IV.B, Technical Specifications

Section IV.B.1, Organizational Experience (400 Total Points)

	FCS Group
Offeror Points	376

Specifications:

1) Offeror should show a past record of performance on selected projects, with respect to such factors as rate structure analysis, annual financial plan updates, cost-of-service evaluation, and the ability to comply with critical schedules and budgets. Project references are requested for each demonstration of performance on prior projects.
2) Offeror should provide a detailed description of relevant corporate experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of financial management expertise.
3) Relevant experience in financial management services using generally accepted utility ratemaking methodologies, as described by the American Waterworks Association, and applicable New Mexico and Federal law to successfully implement project goals shall be documented in the proposal. The City is looking for firms who hold a Municipal Advisor Certification. The Certification must be included in the Offeror's proposal. Offeror should clearly demonstrate they currently have the requisite staff and necessary financial management expertise for this project. The Offeror should discuss specialized financial management and water rate analysis competence of firm or joint venture, regarding the type of services required. The City fully anticipates the consultant to immediately start work on this project with the notice to proceed and expediently complete identified initial work and future work orders.
4) Describe the continuity of the company, particularly its capability to sustain loss of key personnel, or owner directed substitution of key personnel, without adversely affecting a project or the company.

5) Discuss past record of performance on contracts with public agencies or private sector clients with respect to such factors as control of time, costs, value, quality of work, claims handling and ability to achieve schedules. Provide reference contacts to include:
   1. Organization
   2. Project

3. Contact information (name, title, number, address, email)

6) Discuss knowledge and familiarity with Industry Standard Practices, generally accepted utility ratemaking methodologies, as described by the American Waterworks Association, and applicable New Mexico and Federal law.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses.

FCS Group

The Evaluation Committee awarded FCS 376 points based on the Offeror's response.

The FCS team, including subcontractor, is strong and well versed in the financial standing of the City of Santa Fe's utilities, as well as in the Southwest portion of the United States. Points were deducted because the solid waste portion is subcontracted out.

The offeror responded very well to this, the only reason for the score given is that the experience that FCS brings is fairly recent, and mostly in the form of Jason Mumm who has consulted for the City since 1999, but been with FCS since 2017. Since 2017, their organizational experience is excellent. Strong record of past performance on relevant projects for both primary contractor and subcontractor on municipal utility projects. Submitter has extensive history with AWWA and helped to write guidelines for it. Both have depth of personnel for continuity. Many client references provided with required information.

Section IV.B.2, Project Team and Related Experience (250 Total Points)

	FCS Group
Offeror Points	235

Specifications:

The Offerors Project Team shall have successfully completed a minimum of three (3) similar utility rate analysis services for communities of 70,000 residents or larger. Special consideration will be given to firms that have experience with projects similar to those outlined in the scope of work.

Discuss recent experience of firm and Project Team on similar projects. List particular projects, their completion dates, costs, owner / client, and references (including telephone numbers). Describe your Project Team's expertise and familiarity with procedural and regulatory requirements on these kinds of projects.

- Present the organizational chart for the Project Team for public involvement; the names of the specific team members; with their assigned tasks; qualifications and percent of time they will be assigned to the project.
- Provide brief resumes of all senior and key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel

is identified as personnel who would work directly with City staff. Offeror must include the following information for all key members of the project team, including subcontractors using the following format:

- Name and Title
- Specialized Professional Competence
- Current Responsibilities
- Representative Project Assignments with Firm
- Representative Project Assignments for Other Identified Employers
- Professional Background, Education

- Describe the management plan for coordinating schedules and resources to complete this project on schedule and within budget.
- Describe the client and consultant relationship the firm will establish for progress meetings, design, review, decision-making, and budget containment.
- Should the firm be invited for personal interview, the City requires the principal and key design personnel, who will be assigned to the project, be present, be introduced, make comment to the selection committee, and preferably be a participant in the interview.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses.

FCS Group

The Evaluation Committee awarded FCS Group 235 points based on the Offeror's response. FCS's project team has completed the required minimum of 3 utility rate analysis service for communities similar to Santa Fe and in communities with population greater than 70,000 people. The proposal listed strong projects completed and ongoing with strong utilities specifically in western and southwestern United States. Including tier rate structures.

Points were deducted because of the population of reference locations not listed and had to search total population. FCS has a Strong team, particularly Jason Mumm, whose credentials are very impressive. Project team has many years of related experience and rate analysis in appropriate sized cities. Organization is clearly shown and employee resumes with relevant projects are given. FCS has 20 years' experience working with Utility Department and can work right away.

Section IV.B.3, Associations (50 Total Points)

	FCS Group
Offeror Points	49

Specifications:

The City of Santa Fe may contract with only one principal firm for this project; or the resulting contract may be a multiple award.
The use of specialty firms is recognized and with respect to joint ventures, associations, or subcontracts with other firms, describe recent associations on completing projects and your ability to effectively coordinate and manage a combination of firms. Indicate all of the firms and firm's information (company name, contact name, title, number, address).
Describe the capacity and capability of firm, joint venture or Teaming Agreement, including special consultants, to perform the work, including any specialized services, within the Offeror's time frames to expedite projects.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of the firms experience, expertise, knowledge, capacity and capability.

FCS Group

The Evaluation Committee awarded FCS Group 49 points based on the Offeror's response. The Association with NewGen is strongly related to Solid Waste portion of the utility. NewGen has extensive experience and history. Points were deducted because this capacity should be in-house and not subcrontracterd. Partnering with NewGen for Solid Waste related services rounds out the service offering well. Subcontractor information is clearly shown, and this firm has previous experience with City, County. Resumes and projects are shown.

Section IV.B.4, Workload (150 Total Points)

	FCS Group
Offeror Points	**105**

Specifications:

Describe the firm's current workload (particularly in the office that will manage this project). Provide names, locations, and clients for each project. List those in your firm who are assigned to these projects that will also be assigned to the proposed project and the firm's capacity in these projects.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror' s response in this Section.

FCS Group

The Evaluation Committee awarded FCS Group 105 points based on the Offeror's response. Points were deducted because the Description of other ongoing or new clients was vague. Answer given was not fully responsive, essentially saying they will be as responsive as they have been. Workload is addressed but not particularly shown. FCS states that after a 20-year relationship, the firm's workload is already adjusted to Santa Fe's needs.

Section IV.B.5, Knowledge of Local Conditions (50 Total Points)

	FCS Group
Offeror Points	50

Specifications:

Demonstrate recent knowledge and experience with the City Public Utilities Department, neighborhoods, local boards and commissions, community awareness, historic sensitivity and local practices, i.e., Santa Fe Regional Area.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section.

FCS Group

The Evaluation Committee awarded FCS Group 50 points based on the Offeror's response. FCS demonstrated good knowledge of local conditions. FCS has extensive knowledge of local conditions with 20 years of being the Utility consultant. Subcontractor has also performed cost analysis for the City, County previously, and with the immediately past contract. Also recently completed projects with Albuquerque and Las Cruces

Section IV. C, Business Specifications

Section IV.C.1, Letter of Transmittal (Pass/Fail)

	FCS Group
Pass/Fail	Pass

Specifications:

The Letter of Transmittal Form located in APPENDIX D. must accompany the Offeror's proposal. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX D, and to return a signed, unaltered form will result in Offeror' s disqualification.**

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2, Signed Campaign Contribution Disclosure Form (Pass/Fail)

	FCS Group
Pass/Fail	**Pass**

Specifications:

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.3, Costs (100 Total Points)

	FCS Group
Offeror Points	**100**

Specifications:

Cost

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by the total annual cost for the first year for contractual services as defined by the scope of work. Offerors must list out the annual cost for each task to include labor, travel, documenting & reporting and meetings.

Evaluation Factors:

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

Lowest Responsive Offeror's Total Annual Cost

---------- X Available Award Points

Each Offeror's Total Annual Cost

FCS Group

The Evaluation Committee awarded FCS Group points based on the Offeror's response.

151261

---------- = 1 X 100 = 100

151261

Section IV.C.4, NM Preferences

Evaluation Factors:

	Points	FCS Group
City of Santa Fe Local Preference per Section IV C. 2.	30	0
City of Santa Fe Local Preference using Local Subcontractors per Section IV C. 2.	60	0

Specifications:

Local Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department

Evaluation Factors:

Percentages will be determined based upon the point-based system outlined below:

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978 §13-1-22.

A. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used

in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

C. Solicitations above One Million Dollars ($1,000,000)

a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

b. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

FCS Group

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points.

Public Utilities Rate Evaluation & Financial Services

RFP # 22/04/P **Evaluation Summary**

	FCS Group
Section IV.B 1. Technical Specifications Organizational Experience (400 Points)	376
Section IV.B 2. Technical Specifications Project Team Related Experience (250 Points)	235
Section IV.B 3. Technical Specifications Associations (50 Points)	49
Section IV.B 4. Technical Specifications Workload (150 Points)	105
Section IV.B 5. Technical Specifications Knowledge of Local Conditions (50 Points)	50
Section IV.C 1. Business Specifications Letter of Transmittal (Pass/Fail)	Pass
Section IV.C 2. Business Specifications Signed Campaign Disclosure Form (Pass/Fail)	Pass
Section IV.C 3. Business Specifications Cost (100 Points)	100
Section IV.C 4. Business Specifications New Mexico Resident Business Preference 5%	0
Section IV.C 4. Business Specifications New Mexico Resident Veteran Preference 10%	0
TOTAL POINTS AWARDED	**915**

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding a Professional Services Agreement to perform the scope of work as outlined in the Public Utilities Rate Evaluation & Financial Services
to the only proposal received; FCS Group; subject to agreement between the Public Utilities Department and the selected Offeror. Awarding Professional Services Agreement to the recommended Offeror is in the best interest of the City and the Public Utilities Department.

Committee Signature Approval

Shannon Jones

Shannon Jones — Date
Evaluation Committee Member

Jesse Roach — Date
Evaluation Committee Member

Michael Dozier (Aug 20, 2021 15:17 MDT)

Michael Dozier — 8/20/21
Evaluation Committee Member

Shirlene Sitton
Shirlene Sitton (Aug 20, 2021 12:04 MDT)

Shirlene Sitton — Date
Evaluation Committee Member

Stephen A Morales
Stephen A Morales (Aug 20, 2021 15:22 MDT)

Stephen Morales — 08/20/2021
Evaluation Committee Member

Maya Martinez

Maya Martinez — 8/20/21
Procurement Manager

Chief Procurement Officer Signature Approval



Fran Dunaway (Aug 23, 2021 13:53 MDT)

Aug 23, 2021

Fran Dunaway
Chief Procurement Officer
City of Santa Fe

Date

Signature: Shannon Jones

Email: swjones@santafenm.gov

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/17/2024

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

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

PRODUCER	CONTACT NAME: Certificates	
Klein Agency, LLC P.O. Box 219 Timonium MD 21094	PHONE (A/C, No, Ext): (410) 832-7600	FAX (A/C, No): (410) 832-1849
	E-MAIL ADDRESS: certs@kleinagencyllc.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Co	25615
INSURER B : Travelers Indemnity Co. of Am	25666
INSURER C : Travelers Property Casualty Co. of America	25674
INSURER D : Berkshire Hathaway Specialty Insurance	22276
INSURER E : Beazley Insurance Company	37540
INSURER F :	

INSURED
FCS, A Bowman Company
FCS Group; Bowman Consulting Group, LTD
12355 Sunrise Valley Drive, Suite 520
Reston VA 20191

COVERAGES **CERTIFICATE NUMBER:** 24-25 FCS **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] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	630-6J047645-COF-24	08/31/2024	08/31/2025	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 $ 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 [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	810-8T020319-24-43	08/31/2024	08/31/2025	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 [ ] RETENTION $	Y	Y	CUP-6J395074-24-23	08/31/2024	08/31/2025	EACH OCCURRENCE AGGREGATE 	$ 25,000,000 $ 25,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB-6J317115-24-43-G	08/31/2024	08/31/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D/E	Primary Professional & Pollution Liab / Excess Professional & Pollution Liab			47EPP33066602/V3349C240301	08/31/2024	08/31/2025	Each Claim/Aggregate Excess Each Claim/Aggr.	$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: FY2024-25 Budget for Contract No. 3202940 (Munis) for Annual Utility Rate Evaluations. Endorsements CGD604, CGD414, CGD379, CAF129, CAF129 and WC000313 are attached. If required by an insured written contract, executed prior to any loss, The City of Santa Fe is 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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only 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. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph **(1)** nor **(2)** above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the 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; and

(b) 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

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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:

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

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. If, and only to the extent that, the 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 requiring insurance" applies. The 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 limited as follows:

c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section **III** – Limits Of Insurance.

d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

a. The additional insured must 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:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

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

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

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must 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.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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 this 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. 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. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

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

(a) 75 feet long or less; and

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

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

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

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 da ys after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

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

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

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

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

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

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA BUSINESS AUTO COVERAGE EXTENSION ENDORSEMENT

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.

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 EFFECTS

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

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**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Auto 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:

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(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 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 – 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 – 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.

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(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.

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 EFFECTS

The following additional coverage is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(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".

This Personal Effects limit does not apply to "loss" to the covered "auto" or its equipment.

No deductibles apply to this Personal Effects 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

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(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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 such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-6J317115-24-43-G

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.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

City of Santa Fe, New Mexico
Memorandum

Date: February 18, 2025

To: Governing Body
Finance Committee
Quality of Life Committee

From: Geronimo Griego, Fire Marshal GGG

Via: Sten Johnson, Assistant Chief SJ
Brian Moya, Fire Chief BM

Re: Memorandum of Understanding (MOU) between the Department of Homeland Security and Emergency Management, State Fire Marshal's Office and City of Santa Fe Fire Department

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Item and Issue

Request approval of Memorandum of Understanding (MOU) between the New Mexico Department of Homeland Security and Emergency Management, State Fire Marshal's Office and the City of Santa Fe Fire Department to allow the Santa Fe Fire Department to conduct and/or assist the State Fire Marshal's Office with fire code inspections. (Geronimo G. Griego, Fire Marshal, gggriego@santafenm.gov)

Background and Summary

The Santa Fe Fire Department currently partners with the State Fire Marshal's Office to conduct or assist with fire code inspections with the City of Santa Fe. Under NMSA 1978, Section 59A-52-15, the State Fire Marshal is responsible for adopting fire prevention and control regulations. Section 59A-52-19 authorizes the use of designated agents to enforce these provisions, and Section 59A-52-5 allows the State Fire Marshal to collaborate with other agencies. This agreement is intended to formalize and activate these statutory provisions.

This Memorandum of Understanding (MOU) does not prevent the City of Santa Fe Fire Department or the State Fire Marshal's Office from requesting assistance from one another for fire code enforcement inspections or origin and cause investigations. The State Fire Marshal Division retains the right to conduct inspections or investigations of state buildings per the terms outlined in this agreement.

The City of Santa Fe Fire Department will:

- Assume responsibility for conducting fire code inspections in accordance with this MOU.
- Maintain proper documentation and store records of all activities.
- Provide relevant inspection reports and records to the State Fire Marshal's Office as required.
- Follow current accepted procedures and ensure compliance with state codes and regulations.
- Use existing City of Santa Fe Fire Department forms to document all activities.

Recommended Action

Review and approval of the Memorandum of Understanding (MOU) between the New Mexico Department of Homeland Security and Emergency Management, State Fire Marshal's Office and the City of Santa Fe Fire Department to allow the Santa Fe Fire Department to conduct and/or assist the State Fire Marshal's Office with fire code inspections.

MEMORANDUM OF UNDERSTANDING BETWEEN
THE DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT, STATE FIRE MARSHAL'S OFFICE
AND
LOCAL GOVERNMENTS OPERATING NEW MEXICO FIRE DEPARTMENTS

PURPOSE: To have a cooperative agreement between Fire Departments (or Districts) and the Department of Homeland Security and Emergency Management, State Fire Marshal's Office. To promote fire and life safety by conducting and/or assisting the State Fire Marshal's Office with fire code inspections, to enter upon building and premises for the purpose of examination and inspection, when deemed beneficial to both parties.

SCOPE: The State Fire Marshal shall adopt rules and regulations (fire codes) for prevention and control of fires (NMSA 1978, Section 59A-52-15) and may use an authorized officer or designated agent to enforce these provisions (NMSA 1978, Section 59A-52-19). The State Fire Marshal is authorized to cooperate with agencies in this state (NMSA 1978, Section 59A-52-5). Therefore, this agreement is implemented to activate the above provisions, as indicated below.

COOPERATIVE DISCLAIMER: This Memorandum of Understanding does not prohibit the City of Santa Fe Fire Department or the State Fire Marshal's Office from requesting assistance from each other pertaining to any fire code enforcement inspection or origin and cause investigation. The State Fire Marshal Division reserves the right to conduct any inspection or investigation of state buildings in accordance with this memorandum of understanding.

METHODOLOGY: The City of Santa Fe Fire Department shall assume the responsibility for conducting the indicated activities in a timely manner, document and store the appropriate records and provide information of such activities as required by the State Fire Marshal's Office. The City of Santa Fe Fire Department shall conduct such activities following current accepted procedures and in adherence to state codes and/or rules. Activities may be documented on forms currently used by the City of Santa Fe Fire Department.

PARTICIPATING LOCAL GOVERNMENT: City of Santa Fe

Full name of local government: City of Santa Fe

County: Santa Fe

Fire Departments Included in this Partnership Agreement: City of Santa Fe Fire Department

Name of Municipal Fire Chief (and/or Marshal)

City of Santa Fe Fire Chief: Brian Moya
City of Santa Fe Fire Marshal: Geronimo Griego

Fire Code Enforcement Inspections ACCEPTED: The City of Santa Fe Fire Department accepts responsibility for the following code enforcement activities (this memorandum of understanding does not include the inspection of state-owned or leased buildings except for as permitted below). Please select all that apply:

[ ] None

[X] Conduct all fire-related investigation within the district's/Department's jurisdictional boundaries only.

[X] Conduct all fire code inspections within the district's/Department's jurisdictional boundaries only.

Detail: As needed, the fire code inspections of Santa Fe Public Schools may be conducted in collaboration with the State of NM Fire Marshal's Office.

[X] Conduct plans review and acceptance testing of suppression and detection systems (including all other types of fire protection systems).

Detail: Inspect for code compliance all life safety equipment on the inspected premises, as listed here: Fire Sprinkler Systems, Fire Alarm Systems, Fire Hood Suppression Systems, Fire Extinguishers, Fire Pumps, Alternative Fire Protection Systems, and scope of work related to life safety equipment

Cannabis extraction facilities and distilleries shall be conducted in collaboration with the State of NM Fire Marshal's Office.

Indicate below all property types that your District/Department declines to accept code inspections and enforcement responsibility for (e.g., Public Schools, Charter Schools, Universities and Colleges, etc.)

- Federal, State, County and Military Facilities and Tribal Lands.
- All plans review and acceptance testing of life safety equipment for Santa Fe Public Schools and the City of Santa Fe facilities will be referred to the State Fire Marshal's Office.

For Schools, Charter Schools, Universities and Colleges: A report of the school(s) name, address, date of inspection, and name of Department's personnel performing the inspection will be sent to the State Fire Marshal's Office, Code Enforcement Bureau, upon request, but no more frequently than once each calendar year. Full reports are not required.

Please provide copies of all training records and certifications for those personnel performing plan reviews, acceptance testing, or fire code enforcement inspections to the State Fire Marshal's Office.

The City of Santa Fe Fire Department must also provide the State Fire Marshal's Office with copies of all fire code inspections, plan reviews, and acceptance testing records as regularly requested by the Fire Marshal's Office. The State Fire Marshal's Office will regularly audit these inspections, reviews, and records to ensure compliance with current Fire Codes 10.25.5.1–10.25.5.20 NMAC, Title 10, Public Safety and Law Enforcement, Chapter 25, Emergency Management, Part 5.

If at any time the City of Santa Fe Fire Department is unable to fulfill its responsibilities as the authority having jurisdiction, it will notify the State Fire Marshal's Office in writing within 30 days.

RESPONSIBILITIES OF THE STATE FIRE MARSHAL's OFFICE, DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT: The State Fire Marshal's Office retains all code enforcement and inspection responsibility for all other state buildings in the City of Santa Fe Fire Department district.

THIS AGREEMENT BECOMES EFFECTIVE as of the date set forth below upon which it is executed by the Parties, shall have a term of five (5) years from the effective date, and can be extended by mutual agreement of the City of Santa Fe Fire Department and the New Mexico State Fire Marshal's Office in writing.

Local Fire Chief or Fire Marshal:

Fire Marshal Geronimo Griego

Printed Name of Local Fire Chief or Fire Marshal

Geronimo Griego

Geronimo Griego (Feb 7, 2025 10:02 MST)

Signature

Feb 7, 2025

Date

State Fire Marshal or designee:

Printed Name of State Fire Marshal or designee:

Randy Varela Digitally signed by Randy Varela Date: 2025.02.07 08:15:35 -07'00'

Signature

Date

City/Local Entity:

Alan Webber, Mayor

Printed Name of Local Executive Official (e.g., Mayor):

Signature

Date

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Feb 11, 2025

ASSISTANT CITY ATTORNEY

Signature: Geronimo Griego
Geronimo Griego (Feb 21, 2025 17:38 MST)

Email: gggriego@santafenm.gov

Signature: STEN JOHNSON

Email: sajohnson@santafenm.gov

Signature: BRIAN MOYA
BRIAN MOYA (Feb 24, 2025 10:54 MST)

Email: bjmoya@santafenm.gov

CITY OF SANTA FE

The Purchasing Memo

Date: February 7, 2025

To: Governing Body and Finance Committee & Quality of Life

From: Jordan Guenther, Interim TSF Director

Subject: Mittera Printing Service - Amendment #3

Vendor Name: Mittera

Munis Vendor Number: 9336

ITEM AND ISSUE:

TOURISM Santa Fe Respectfully Requests your Review and Approval of Amendment #3 to item #22-0062 with Mittera for General Services. Amendment #3 is to Increases the Compensation for FY25 by $164,0000 for Printing of the Santa Fe Visitor's for a Grand Total Compensation of $586,827.47 – not to exceed for a term of 4 years, expiring June 30, 2026.

COMMITTEE REVIEW:

Quality of Life Committee: March 5, 2025
Finance Committee: March 10, 2025
Governing Body: March 12, 2025

CONTRACT NUMBER:

Munis contract number is 3203137

BACKGROUND AND SUMMARY: Every year TOURISM Santa Fe (TSF) prints a quantity of the "Official Santa Fe Visiotor Guide" for the promotion of Santa Fe. Mittera was selected through an ITB #22/19/B. This amendment #3 is to increase the compensation for FY25 in the amount of $164,000 for contract grand total of $586,827.47 for a four-year term expiring June 30, 2026.

History:

FY22	Original Contract 22-0062	for Printing Services	$120,481.65
FY23	Amendment 1, 23-0150	to increase compensation by	$146,585.82
FY24	Amendment 2, 23-0694	to increase compensation by	$155,760.00

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Lodgers Tax/213

Munis Org Name/Number: VSF Admin/2130521

Munis Object Name/Number: Print & Publish/561800

Budget Officer / Designee: Andy Hopkins **Date:** 02/10/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 02/10/2025

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: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

CPO Service Determination Email
Procurement document: ITB
Vendor's Quote
Certificate of Liability Insurance (COI)
General Services Contract
Original contract packet (with previous contract amendments)

Item#_____
Munis Contract# 3203137
Original Contract Item #: 22-0062
ITB #: 22/19/B

CITY OF SANTA FE
AMENDMENT No. 3 TO
GENERAL Services Contract
ITEM# 22-0062

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES CONTRACT, dated February 23, 2022 (the "Contract"), between the City of Santa Fe (the "City") and **MITTERA** (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 printing services.

B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3 of the Contract is amended to increase the amount of compensation by a total of One Hundred Sixty Four Thousand Dollars ($164,000) so that Article 3 reads in its entirety as follows:

Deliverable item:	U/I (unit of issue)	Prices
250,000 run	FY22	$120,481.65
200,000 run	FY23	$146,585.82
200,000 run	FY24	$155,760.00
175,000 run	FY25	$164,000.00

The total compensation under this Agreement shall not exceed Five Hundred Eighty-Six Thousand Eight Hundred Twenty-Seven dollars and forty-seven cents ($586,827.47) including New Mexico gross receipts tax.

2. CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:

Jon Troen (Feb 4, 2025 12:51 CST)
JON TROEN, CEO

DATE: Feb 4, 2025

NMBTIN:_____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Feb 4, 2025 12:03 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

Item# 22-0062
Munis Contract# 3203137

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Printing of Annual Visitors Guide

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, TOURISM Santa Fe, herein after referred to as the "City", and MITTERA herein after referred to as the "Contractor."

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and the City of Santa Fe Procurement Manual, the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the City of Santa Fe has selected the Contractor as the Offeror most advantageous to the City of Santa Fe; and

WHEREAS, all terms and conditions of ITB # 22/19/B and the Contractor's response to such document(s) are incorporated herein by reference: and

WHEREAS, all Parties agree that, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* this award was made.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to MITTERA. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the work as outlined in following Specifications and incorporated herein by reference.

The Contractor shall perform Printing of Annual Santa Fe Visitors Guide and Mailing Envelopes. The Visitors Guide Scope (digital example of 2021 Visitors Guide can be found at https://issuu.com/visitsantafe/docs/santafevisitorsguide2022:

- Print-ready files provided by TOURISM Santa Fe to selected vendor
- Shipping/Delivery: Approx. cost to ship to Santa Fe, NM 87501, delivered December 2021/January 2022
- 116 pages (112 pages, plus 4-page cover)
- Paper: 45# or 50# Interior, 80# Cover
- Ink: 4 Color Process, Gloss Varnish
- Quantity: 250,000 run
- Trim Size: 5.375 x 8.375
- Bindery: Perfect bound

3. **Compensation**

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

Deliverable item:		U/I (unit of issue)	Price
01	250,000		$120,481.65

The total compensation under this Agreement shall not exceed One Hundred Twenty Thousand Four Hundred Eighty-one dollars and sixty-five cents **($120,481.65),** including New Mexico gross receipts tax.

4. **Payment Provisions**

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

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the

Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2026. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

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

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

not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

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

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. Subcontracting

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

12. Non-Collusion

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. Inspection of Plant

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. Commercial Warranty

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. Condition of Proposed Items

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. Records and Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. Appropriations

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance

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

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. Scope of Agreement; Merger

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. New Mexico Tort Claims Act

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

27. Applicable Law

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

28. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. Incorporation by Reference and Precedence

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

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

30. Workers' Compensation

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

31. **Inspection**

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

32. **Inspection of Services**

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

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

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

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

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

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

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

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

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

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

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

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

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

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

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

related entities.

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

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

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

To the City: TOURISM Santa Fe, Randy Randall, Executive Director, rrandall@santafenm.gov, 505-955-6209, 201 West Marcy St. Santa Fe, NM 87501

To the Contractor: MITTERA, Harry Tomlinson, Bus. Dev. Director, harry.tomlinson@mittera.com, 817-901-9430

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

To the Contractor: MITTERA, Harry Tomlinson, Bus. Dev. Director, harry.tomlinson@mittera.com, 817-901-9430

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

John Blair
John Blair (Feb 23, 2022 17:56 MST)

JOHN BLAIR, CITY MANAGER

DATE: Feb 23, 2022

CONTRACTOR:

Harry Tomlinson

HARRY TOMLINSON
DIRECTOR
DATE: 02.15.22

CRS #03-520174-00-6
FEIN #42-01028248
Registration #231903

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez

MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

VSF Admin/Print & Publish/Org./Obj.# 2130521.561800

Item: **23-0150**
Meeting Contract: [illegible]

CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICES AGREEMENT
ITEM# 22-0062

THIS AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE SERVICES AGREEMENT, dated February 23, 2022 (the "Agreement") between the City of Santa Fe (the "City") and MILLERA (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the services to printing of Annual Santa Fe Visitors Guide and Mailing Envelopes as outlined in original contract.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 3 of the Agreement is amended to increase the amount of compensation by a total of two hundred eighty-six thousand three hundred forty-five dollars and eighty-two cents ($286,345.82) so that Article 3 reads in its entirety as follows:

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

Deliverable item:		U/I (unit of issue)	Prices
01	250,000	FY22	$120,481.65
02	200,000	FY23	$146,585.82
03	200,000	FY24	$139,760.00

The total compensation under this Agreement shall not exceed Four Hundred Six Thousand Eight Hundred Twenty Seven Dollars and Forty Seven Cents ($406,827.47) including New Mexico gross receipts tax.

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Apr 16, 2023

CONTRACTOR:
Mittera

Harry Tomlinson
Harry Tomlinson (Mar 7, 2023 12:21 CST)

HARRY TOMLINSON, DIRECTOR

DATE: Mar 7, 2023

CRS# 03-520174-00-6

Registration #231903

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

GB MTG 04/12/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR
VSF Admin/Print & Publish
2130521.561800 AH

Item# 23-0694
Munis Contract# [illegible]
Original Contract Item# 22-0062
ITB # 22/19/B

CITY OF SANTA FE
AMENDMENT No. 2 TO
Service Contract
ITEM# 22-0062

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE Service CONTRACT, dated February 23, 2022 (the "Contract"), between the City of Santa Fe (the "City") and **MITTERA** (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 printing services.

B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK

A. Article 2 of the Contract is amended to read as follows: The Contractor shall perform the work as outlined in following Specifications and incorporated herein by reference.

The Contractor shall perform Printing of Annual Santa Fe Visitors Guide and Mailing Envelopes.

- Print-ready files provided by TOURISM Santa Fe to selected vendor
- Shipping/Delivery: Approx. cost to ship to Santa Fe, NM 87501, delivered December 2021/January 2022/January 2023/January 2024
- 116 pages (112 pages, plus 4-page cover)

- Paper: 45# or 50# Interior, 80# Cover Ink - 4 Color Process, Gloss Varnish
- Quantity: 250,000 run Trim Size: 5.375 x 8.375 Bindery: Perfect bound

2. COMPENSATION.

Article 3, of the Contract is amended to increase the amount of compensation by a total of **Sixteen Thousand Dollars ($16,000)** so that Article 3, reads in its entirety as follows:

The City shall pay the contractor based upon fixed prices for each Deliverable Item as listed here.

Deliverable item:	U/I (unit of issue)	Prices
250,000	FY22	$120,481.65
200,000	FY23	$146,585.82
200,000	FY24	$155,760.00

The total compensation under this Agreement shall not exceed Four Hundred Twenty-Two Thousand Eight Hundred Twenty-Seven Dollars and Forty-Seven Cents ($422,827.47).

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:

Alan Webber (Dec 26, 2023 08:21 MST)

ALAN WEBBER, MAYOR

DATE: Dec 26, 2023

CONTRACTOR:
Mittera:

Harry Tomlinson

HARRY TOMLINSON, DIRECTOR

DATE: Nov 3, 2023
CRS# 03-520174-00-6

Registration # 231903

ATTEST:

Geralyn Cardenas (Dec 28, 2023 09:25 MST)

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 12/13/2023 XIV

CITY ATTORNEY'S OFFICE:

Patricia Feghali

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Dec 26, 2023 05:18 MST)

EMILY OSTER, FINANCE DIRECTOR

2130521.561800 AH

VSF Admin/Print & Publish

From: LOVATO, JOANN D.
To: SPENCER, SHIRLEY J.
Subject: RE: Mittera Amendment
Date: Monday, October 23, 2023 12:46:07 PM
Attachments: image001.png

Thank you Shirley. This will be General Services.

JoAnn D. Lovato Montaño, CPO
Contracts Supervisor
c: (505) 469-6045

From: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>
Sent: Monday, October 23, 2023 12:33 PM
To: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Mittera Amendment

Just increasing Comp not SOW for both –

MITTERA in the amount of 120,481.65 (original). Amendments: 1 & 2 now total: 406,827.47 (ITB #22/19/B)

Scope of Work

A. The Contractor shall perform the work as outlined in following Specifications and incorporate herein by reference.

The Contractor shall perform Printing and Annual Santa Fe Visitors Guide and Mailing Envelopes. The Visitors Guide Scope (digital example of 2021 Visitors Guide can be found at https://issuu.com/visitsantafe/docs/santafevisitorsguide2022:

Print-ready files provided by TOURISM Santa Fe to selected vendor

- Shipping/Delivery: Approx. cost to ship to Santa Fe, NM 87501, delivered December 2021/January 2022 116 pages (112 pages, plus 4-page cover)
- Paper: 45# or 50# Interior, 80# Cover Ink – 4 Color Process, Gloss Varnish
- Quantity: 250,000 run Trim Size: 5.375 x 8.375 Bindery: Perfect bound

VLADIMIR JONES (PRACO) in the amount of 8 Million (Original). Amendment 1: grand total: 8.835M Term end June 30, 2027 RFP# 23/49/P

Scope of Work for the purpose of increasing tourism in the City of Santa Fe and building on the success and momentum of The City Different Brand (Brand):

A. Integrated Advertising Campaign and Comprehensive Media:

1. Contractor is responsible for the creative development, production, trafficking/distribution, media placement, and ongoing collaboration and account services for TSF to further strengthen the Brand's effectiveness.
2. Contractor shall identify target markets including prioritized domestic fly markets, regional drive markets, and in state travelers.
3. Contractor shall employ marketing strategies using both traditional and new media elements, including, but not limited to print, television, out of home, digital display, online video, digital native content, paid social media, strategic marketing partnerships, and experiential marketing.

B. Collaboration:

1. Contractor shall be available upon reasonable notice to plan and review work in progress under the terms of this Agreement.
2. Contractor shall collaborate with TSF and third-party contractors, as appropriate, in the development of strategic plans that integrate advertising activities and other TSF programs including but not limited to web development, social media, public relations, meetings and conferences, and tourism trade.
3. Contractor may, in its discretion and at the request of TSF, assist in presenting TSF's advertising objectives, strategic plans and creative direction to industry partners, in legislative meetings, and in public forums. Travel expenses associated with planning or presentations are the responsibility of the Contractor.
4. Contractor shall collaborate with TSF and submit a yearly advertising plan that will be a strategic component of the TSF Marketing Plan that designates target markets and is supported by statistics and research required to achieve goals. In addition, on a yearly basis perform market research to inform and guide the advertising decisions.

C. Contractor Services:

1. Contractor shall submit to TSF a budget tracker showing a detailed breakdown of all production and media budgets, amount committed to date, and amount billed to date no later than the tenth business day of the following month. Failure to provide an updated budget tracking may result in the delay of future payments directly related the reports but will not result in a delay in payment of monthly fees. Contractor shall also provide TSF with a production expense estimate, which must be submitted and approved prior to invoicing. Invoices should include line item detail with any variance from the estimated expense explained.

2. Contractor shall submit a report on the effectiveness of the campaign(s) to TSF Marketing Director on a quarterly basis. The report shall include cost per inquiry,

return on the advertising dollar investment, and any/all tracking mechanisms deemed appropriate by TSF.

D. Production:

1. The Contractor shall develop, design and produce advertising copy, layouts, designs and artwork for print, broadcast, radio, outdoor, interactive, audiovisual and on-line media and deliver such material to TSF for approval and then to advertising media, printer, broadcaster, internet provider or producer upon approval on time. Creative design and production include promotions and other projects as deemed necessary by TSF. Before releasing any material, including all forms of advertisement, to the media, the Contractor will obtain approval for all final layouts, copy or artwork from TSF. Final material shall be submitted to TSF for approval at least 24 hours in advance of release date.

E. Advertising and Media Buys:

1. Contractor shall arrange for all media to be billed at the net cost of time or space directly to the Contractor, which shall be paid from funds designated for media buys. The Contractor is responsible for placing written orders for time or space in advertising media and maintaining the records of all insertion orders, tear sheets, invoices, and all other billing information for a minimum of three (3) years. Contractor will notify TSF when prepayment of advertisement and/or production is required. TSF will make prompt payment in accordance with Section 2 of this Agreement.

F. The parties understand this is a non-exclusive agreement and Contractor may freely contract with other entities for the performance of service.

G. Standard of Performance; Licenses:

1. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.
2. The Contractor agrees to obtain and maintain throughout the Terms of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.
3. Contractor will use its best efforts to contract with local Santa Fe businesses to serve TSF and build the Brand. Contractor shall notify TSF of its subcontractors and update the City on any subcontractor changes.

Shirley

From: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Sent: Monday, October 23, 2023 12:18 PM

To: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>
Subject: RE: Mittera Amendment

Okay, can you please send the original SOW?

Thanks.

JoAnn D. Lovato Montaño, CPO
Contracts Supervisor
c: (505) 469-6045

From: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>
Sent: Monday, October 23, 2023 12:16 PM
To: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Mittera Amendment
Importance: High

Hi Joanne,
I have no determination email.....these contracts were done prior to new determination processes. I have another one as well that I am working on - Vladimir Jones....

Shirley

From: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Sent: Monday, October 23, 2023 12:13 PM
To: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>
Subject: RE: Mittera Amendment

HI Shirley,

Did you receive an original determination of services? As long as there is no change in the SOW, it will remain the same and you can use the original determination.

Thank you.

JoAnn D. Lovato Montaño, CPO
Contracts Supervisor
c: (505) 469-6045

From: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>

Sent: Friday, October 20, 2023 3:15 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: Mittera Amendment

Hi Travis,
Do I need a determination for an amendment to increase the compensation for our FY24 Visitor Guides printing. We will increase it by 15,6777.93
We received a revised quote in the amount of 159,559.00 (page 3).

Here is the breakdown of contract # 3203137:

> Original	120,481.65
> Revised with amendment	406,827.47
> Open PO Balance	139,760.00
> Spent so far	262,946.40
> Available	4,121.07

New Quote		159,559
Open PO	-	139,760
	=1	9,799.00

- 4,121.07 (bal on contract)

=15,677.93 (increase contract by)

>
> Shirley

Shirley Spencer
Administrative Manager
TOURISM Santa Fe
505-955-6208

City of Santa Fe

Invitation to Bid

Official Santa Fe Visitors Guide

ITB # 22/19/B

Bid Due Date and Time: November 17, 2021 at 2:00 PM MST

Bidder MUST complete as applicable and sign the following in order for the Invitation to Bid (bid) to be valid (type or print clearly)

Company Name: Mittera Group, Inc.
dba (if applicable)
Co. Email: legal@mittera.com
Co. Phone No.: 515-343-5359
NM Gross Receipts Tax # (CRS) 03-520174-00-6

Address: 1312 Locust Street Ste 202
Des Moines, IA 50309

Federal Tax ID # 42-1028248

Payment terms: Net 45 (e.g., Net 30. Discount will not be considered in computing the low bid, see "Terms and Conditions")

F.O.B. Point must be Destination, unless otherwise indicated in the Invitation to Bid

Contractor's Delivery: (May be considered in the award)

Authorized Signature:
Signatory Email: legal@mittera.com

Print or type name: Harry Tomlinson
817-901-9430
harry.tomlinson@mittera.co
Phone No. 515-343-5359

* It is your responsibility as a bidder to ensure your bid is correct and accurate

No amendment will be issued later than three (3) days prior to the date for receipt of bids, except an amendment withdrawing the bids or one which includes postponement of the date for receipt of bids

If applicable, Bidder acknowledges receipt of the following amendment(s)
Amendment No. ____ Dated: ____ Amendment No. ____ Dated: ____

Bids are subject to the "Terms and Conditions" shown on the attached pages of this document, and any additional bidding instructions or requirements. NOTE: if you decide not to bid, do not return this document.

Terms and Conditions
(Unless otherwise specified)

Quote

MITTERA

		January 13, 2025
PROPOSAL TO:	**Cullen Curtiss** **Editorial Content Manager** **TOURISM Santa Fe** **201 West Marcy Street** **Santa Fe, NM 87501** **Cacurtiss1@santafenm.gov** **O: 505.955.6203** **M: 510.847.0570**	**ESTIMATE # 40854**
DESCRIPTION:	**2025 Santa Fe Visitors Guide**	
CONFIGURATION:	**140pp + 4pp cover** **Perfect-bound** **175,000**	
SIZE:	**06.00"w x 10.00"h**	
ARTWORK:	**Hi-res PDF's with images placed**	
PROOF:	**In-Site proofs for client approval**	
PRESSWORK:	**4/4 process + matte UV outside covers**	
PAPER:	**Text – 50# CGW G3 80B text** **Cover – 100# Gloss G3 text**	
BINDING:	**Perfect bound**	
DELIVERY:	**FOB Los Alamitos, CA** **Pack in convenient cartons, skid pack** **50% to Santa Fe, NM 87501/ 50% to Albuquerque, NM 87101**	
PRICE:	**140+4** **175,000 $139,430.00**	
	DUE TO THE CURRENT VOLITILITY IN THE PAPER INDUSTRY, PAPER PRICES AND AVAILABILITY OF PAPER WILL NEED TO BE CONFIRMED AT THE TIME THE QUOTE IS SIGNED. ANY ADJUSTMENT TO THE PRICE OF PAPER AND/OR SCHEDULE WILL BE RE-QUOTED AND WILL REQUIRE A NEW SIGNATURE TO THE ADJUSTED QUOTE.	
EXTRAS:	**Distribution:** **175,000 $8,797.25**	
TERMS:	**30 day terms currently in-place**	

THANK YOU FOR THE OPPORTUNITY TO WORK WITH YOU!

SIGNED: _Harry Tomlinson_____ DATE: _1.13.2025_____

CUSTOMER ACCEPTANCE:

Quote

MITTERA

2025 SFVG	Estimated totals
$139,430.00	Base print & paper @ 175,000 pieces
$8,797.25	Freight estimate / 2 Trucks
$3,193.41	FSC estimate @ 36.3%
$60.00	UPS estimate
$12,519.34	Estimated taxes
$164,000.00	Estimated total

Quote

MITTERA

TERMS & CONDITIONS:

This Proposal is an offer by Mittera (**"Supplier"**) for the sale of the services specified on the face of this Proposal (the **"Services"**) to the party to whom the Proposal is addressed (the **"Customer"**), in accordance with and subject to these terms and conditions (the **"Order"**). This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Customer's general terms and conditions of purchase or any other document issued by Customer in connection with this Order.

Estimate
A Proposal not accepted in writing within thirty (30) days may be changed. Estimates are based on Supplier's understanding of Customer's specifications and on the cost of labor and materials on the date of the Proposal. If changes occur in the cost of materials, labor, or other costs prior to acceptance, or if Customer requires changes in specifications, quantities, designs, or the production schedule subsequent to acceptance, Supplier reserves the right to change the pricing of the Proposal. Subsequent orders may be subject to price revision.

Payment
Unless otherwise specified herein, payment for Services shall be net cash due thirty (30) days from invoice date, and payment for freight shall be net cash, due 10 days from invoice date.

In the event Customer defaults in making any payment when due, (a) Supplier may suspend performance under this Order; and (b) a finance charge of 1.5% percent per month (18% per annum), together with all costs of collection, including reasonable attorney's fees, will be charged on all past-due balances until paid.

As security for payment of any sum due under the terms of this Order, Supplier has the right to hold and place a lien on all of Customer's property in Supplier's possession.

Delivery
Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. Supplier's platform.

Postage
Estimates do not include postage. Supplier will notify Customer in writing including by facsimile or by delivery-confirmed e-mail of the required postage as soon as this amount is known and will notify Customer of the date when the postage is needed in order to complete the mailing prior to the agreed-upon mailing date. While Supplier will make every effort to provide Customer with an accurate estimate of required postage, Supplier is not responsible for additional postage charges if the rate of postage changes for reasons beyond Supplier's control.

Payment of postage in advance is required on all orders and is Customer's responsibility. Supplier reserves the right to hold mailings for which sufficient postage has not been paid or until postage payment has been verified. Customer will provide the postage payment in adequate time for Supplier to complete the mailing prior to the previously agreed-upon mail date.

Taxes
All taxes and assessments levied by any governmental authority are Customer's responsibility and will be added to Customer's invoice. No tax exemption will be granted unless official proof of Customer's exemption is on file with Supplier. If, after Customer has paid the invoice, it is determined that more tax is due, Customer must promptly remit the required taxes to the taxing authority or immediately reimburse Supplier for any additional taxes paid.

Cancellation
Customer shall give Supplier as much notice as reasonably practicable if Customer wishes to cancel the Order. Customer shall be liable for all costs incurred by Supplier resulting from such cancellation that are not avoidable through reasonable commercial efforts, including, without limitation, materials ordered or inventoried on Customer's behalf and not otherwise usable by Supplier in the ordinary course of its business within a reasonable period of time.

Copyrights
Customer warrants that it has the right to produce the subject matter to be printed, duplicated, or distributed.

Prepress, Preparatory, and Proofing
Until Customer's data or media can be evaluated by Supplier, no claims or promises are made about Supplier's ability to work with the material submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize Customer-supplied files will be charged at prevailing rates.

Supplier will submit prepress proofs along with original copy for Customer's review and approval. Corrections will be communicated electronically or returned to Supplier on a "master set" marked "OK," "OK With Corrections," or "Revised Proof Required," and electronically authorized or signed by Customer. Supplier will not be responsible for undetected production errors if: (a) Customer does not require proofs; (b) the work is printed per Customer's OK; or (c) requests for changes are communicated orally.

When proofing color, a reasonable variation between color proofs or electronic renderings and the final product is to be expected. This is due to differences in viewing conditions, equipment, paper, inks, and toner between the color proofing process and print production.

Press proofs will not be furnished unless they have been requested by Customer and presented in Supplier's quotation. A press sheet can be submitted for Customer's approval as long as Customer is present at the press during makeready. Any manufacturing time lost or alterations/corrections made because of Customer's delay or change of mind will be chargeable at Supplier's current rates.

Overruns, Underruns, Spoilage
Overruns or Underruns: Will not exceed ten (10) percent of the quantity ordered. Supplier will invoice for the actual quantity delivered within this tolerance. If Customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of estimate. Customer must advise Supplier, in advance of the job, the disposition of overs. Overs may be returned to Customer, stored, or destroyed. If items are stored or returned, applicable storage and delivery charges will be added. Additionally, at Supplier's option and without liability to Supplier, material may be automatically destroyed after 60 days if Customer has failed to respond to a disposition request or failed to pay for storage starting 30 days after the mail date. Premium storage rates may be applied to old materials or materials for which disposition has not been designated.

Spoilage: All direct mail handling and processing involves spoilage. Spoilage of up to three (3) percent of Customer's material is typical. Allowances for spoilage should be taken into consideration in ordering material. Every effort will be made to handle Customer's material with frugality and to prevent undue spoilage. Nevertheless, Supplier cannot accept responsibility for shortages of material as a result of normal spoilage in processing.

Storage
Verified Quantities: Outside manufacturer delivery tickets must accompany the material delivered and should show the number of rolls, skids, or cartons, the quantity per skid or carton, and the total delivery quantity. Each incoming carton or skid must bear an identity, item code, quantity, and a sample clearly visible.

Each skid should have only one material version, unless clearly marked and separated. Multiple items should not be included within a single carton, skid, or container unless noted thereon and on accompanying paperwork. Skids may not contain more than 2,000 pounds of material. Supplier will apply a surcharge for any rework necessary for materials received not meeting these specifications. Collect shipment will be accepted by Supplier only if clearance is obtained in advance, and a service charge will be added to the actual freight charges.

Counts: Supplier accepts outside manufacturers' count until processing and assume no responsibility for shortages discovered at that time. Additional charges will apply if Customer requires Supplier to verify outside manufacturers' counts prior to processing.

Paper Storage: Supplier will provide storage for Customer's paper chargeable at Supplier's current rates and based on the quantity of paper on hand the first day of the month. If storage charges remain unpaid for 90 days, Supplier shall have the right to demand that Customer remove the paper from Supplier's storage. If Customer fails to remove the paper after 20 days' notice, Supplier may sell the paper and remit the proceeds to Customer less storage costs and costs of sale. Supplier shall also have the right to purchase the paper for its own account at market rates.

Material Storage: Storage of finished goods, inserts, covers, cartons, and all other material will be free for up to 30 days prior to, and 30 days after, the originally scheduled print date. Finished goods and other material received earlier than 30 days prior to, or remaining in storage 30 days after, the originally scheduled print date will be chargeable at Supplier's current rates.

Claims
Claims for defects, damages, or shortages must be made by Customer in writing no later than 10 calendar days after delivery. If no claim is made within the specified time period, Supplier and Customer will have mutually acknowledged that the job has been accepted by Customer and that Supplier's performance has fully satisfied all terms, conditions, and specifications of this Order.

Choice of Law and Venue
This Order is made pursuant to and shall be governed by the law of the state where the Services are performed, and Customer consents to jurisdiction of the courts thereof.

Damages/Limitation of Liability
Supplier's liability for any and all claims whatsoever of any kind and nature arising out of this Order shall not exceed Supplier's price to Customer for performing the Services, and further mutually agree that replacing the work (including any services) or re-mailing or re-shipping a correction or corrected job as soon as possible to rectify the mistake that is the subject of this Order shall satisfy any and all claims whatsoever of any kind and nature arising out of this Order.

Under no circumstances will Supplier be liable for incidental or consequential damages, including but not limited to lost profits and lost postal discounts, however proximate or foreseeable, arising out of the Services.

Waiver
No waiver by either party of any default by the other in the performance of or compliance with any provision, condition, or requirement herein shall be deemed to be a waiver of, or any manner release such other party from compliance with any provision, condition, or requirement in the future, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter. Any matter arising under this Order that creates a right of action in either party against the other party, or the enforcement of any obligation or undertaking by one party against the other, shall survive any termination or expiration of this Order.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/14/2025

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: Cameron Shaw	
North Risk Partners 1045 76th Street, STE 4000 West Des Moines IA 50266	PHONE (A/C, No, Ext): (515) 327-8450	FAX (A/C, No): (515) 327-8457
	E-MAIL ADDRESS: cameron.shaw@northriskpartners.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Mittera Group, Inc. 5085 NE 17th St Des Moines IA 50313	INSURER A: Travelers	25658
	INSURER B: Great American Alliance Ins.	14028
	INSURER C: Hudson Excess Ins Co Non-Admitted	14484
	INSURER D: QBE Spec Ins Co Non-Admitted	11515
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 24-25 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			6608J884295	09/29/2024	06/01/2025	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 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]			8103P569535	09/29/2024	06/01/2025	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			CUP3L686452	09/29/2024	06/01/2025	EACH OCCURRENCE AGGREGATE [ ]	$ 20,000,000 $ 20,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC1278337-08	06/01/2024	06/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Proefssional Liability & Network Security - Cyber			EEZ1374704 / 130001432	09/29/2024	09/29/2025	Ea Wrongful Act- Primary Ea Wrongful Act- XS	$5,000,000 $5,000,000

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

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
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

Craig Bowick

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CITY OF SANTA FE

Date: February 21, 2025

To: Mayor Alan Webber and Governing Body
Finance and Quality of Life

Via: Henri Hammond-Paul, Community Health and Safety Department Director

From: **Kristen Woods, Youth and Family Services Division Director** HENRI HAMMOND-PAUL (Feb 21, 2025 12:24 MST)

KRISTEN WOODS

Subject: **The Life Link Operator Contract**

Vendor Name: **The Life Link**

Vendor Number: **1340**

ITEM AND ISSUE:
Request for Approval of Contract with The Life Link for the Purpose of Micro Community Management and services In the Total Amount of 1,986,338.60 Excluding Gross Receipts Tax; (Kristen Woods, Project Manager; krwoods@santafenm.gov)

Action Requested: Approve Contract with The Life Link for Operator of Micro Communities

BACKGROUND AND SUMMARY:
The City of Santa Fe released RFP #25021 in October of 2024 to solicit applications from organizations, agencies, or service providers to provide services for temporary, non-congregate emergency shelter that creates opportunities for those experiencing unsheltered homelessness. This will take place in a Micro Community (Previously called Safe Outdoor Space (SOS)). Micro Communities are a designated site for temporary shelter and amenities that allow our unhoused neighbors to have a safe space to sleep while providing basic human necessities and assisting in resource connection. The living structures are optimized for one person or two people, are outfitted with climate control systems and interchangeable bed/desk options, LED lighting, and locking doors to provide comfortable and secure places to sleep and store belongings. Other safety features include a smoke detector, fire extinguisher, carbon monoxide detector, and emergency egress opening. This resulting contract would empower The Life Link to operate these Micro Communities. The Life Link will provide on-site social support services, 24/7 oversight and security, and to provide basic property management services including:
• Property Management
• Site Services
• Work with the Owner the City chooses.
As the Operator for the current SOS at Christ Lutheran Church, they are experienced and knowledgeable in Operating these facilities. They were chosen by the Evaluation Committee in November of 2024.

PROCUREMENT METHOD:
RFP #25021

Chief Procurement Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is 3250427

$$$$$ SOURCE/REVENUE: ☒**Expense** ☐**Revenue**
The funding source is:
Fund Name/Number: Health and Human Services/Fund 240
Munis Org Name/Number: Community Services/2400122
Munis Object Name/Number: Grants and Services/ 510400

If the project is grant funded? List grant award number: N/A - Not federally funded

Grant Manager / Accounting Officer Approval: Erika Lujan **Date:** _____
Erika Lujan (Feb 25, 2025 13:17 MST)
Comment/Exceptions: _____

Project Ledger #: N/A - Not federally funded

Budget Officer Approval: Andy Hopkins **Date:** _____
Comment/Exceptions: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):

☒**Yes** | ☐ **No**

 # (if known): _____

Repair or Replacement of Existing Equipment:

☐**Yes** | ☒ **No**
If yes -> ☐**Repair** | ☐ **Replacement**

Please explain: NA

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☐ **Yes** | ☒ **No**

Project Ledger #: _____

Anticipated length of project:

Asset Manager Approval: Josie Bolden **Date:**_____
Comment/Exceptions:_____

Department Approvals:
IT Components: ☐ **Yes** | ☒ **No**
Vehicles: ☐ **Yes** | ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes** | ☒ **No**

Approval:_____ **Title:**_____ **Date:**_____
Approval:_____ **Title:**_____ **Date:**_____
Comment & Exceptions:_____

Department Contract Administrator Contact Info:

ATTACHMENTS:

Keep only those that pertain and delete the reset (including this message)
Certificate of Liability Insurance
Professional/General Services Contract
CPO Determination

Item #: _____
Munis Contract #: _____
RFP#: 25021

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 **The Life Link**, 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:

OPERATOR

The OPERATOR will provide on-site social support services, 24/7 oversight, and provide basic property management services to two Micro Communities.

1. **Property Management**- the OPERATOR will provide the following facility/site operations:
   a) Ensure residents have a healthy living environment where basic needs are met as appropriate.
   b) Develop a maintenance request system for repairs so that residents:
      i. are not making alterations or repairs on the units;
      ii. have a space that is habitable in all seasons;
      iii. requests for repairs to heating/cooling systems are addressed in a timely fashion;
      iv. receive repairs in a timely manner; and
      v. receive exceptional customer service.
   c) Provide 24/7 supervision to mitigate crime, provide crisis intervention and general oversight.
   d) Develop a contract for residents which outlines rules, policies and procedures including:
      i. Lawful parameters for eviction proceedings;
      ii. Policy for non-use of space/abandonment that considers jail stays and

hospitalization;
iii. Code of Conduct;
iv. Grievance Procedure;
v. Procedure and parameters for residents to add an adult or pet to their household;
vi. Visitor Policy; and
vii. Health and Safety/Emergency Situations.

e) Develop a Good Neighbor Plan to plan for neighborhood safety, concerns and appearance.
f) Develop an application process for unsheltered individuals to "apply" for a space.
g) Develop a prioritization system which considers all barriers to housing and especially vulnerable individuals such as veterans over the age of 55, individuals over the age of 65, individuals with chronic health needs, and individuals with a mental health diagnosis that severely impacts their ability to live in a congregate setting.
h) Establish a working relationship with Santa Fe Police Department to offer alternatives to jail for residents of the Micro Community who may be struggling in the community.
i) Establish a working relationship with Santa Fe Fire Department /Alternative Response Unit (ARU) and local hospitals to maintain a running list of current residents so that they may be discharged directly to the Micro Communities. .
j) Participate in coordination with the City and community partners around data and cases to ensure system effectivity.:
   i. Coordinated Entry (CE) to prioritize individuals for community services,;
   ii. Appointing a main point of contact for CE and by name list data entry; and
   iii. Obtain ongoing training for the Lead in both The NM Homeless Management Information System (HMIS), CE and by name list.
   iv. Participation in City-lead coordination efforts as appropriate.

2. **Site Services**- OPERATOR will provide on-site services using best practices which promotes human rights. "Best practices" include, at a minimum, the following services:
   a) Regular outreach to residents;
   b) Housing case management services including providing support to residents in the following ways:
      i. Housing searches and assessments;
      ii. Rental applications;
      iii. Transportation to apartment showings;
      iv. Budgeting and employment; and
      v. Applying for benefits (Supplemental Nutrition Assistance Program (SNAP), MEDICAID, Unemployment, SSI/SSDI Outreach, Access and Recovery (SOAR), etc.);

   c) Coordinated Entry and City CONNECT network participation to prioritize residents for other services;
   d) Daily access to perishable and non-perishable foods. e) Providing on-call case management services

3. **Reporting and Coordination Requirements-**

The project calls for the following:

a) Mandatory participation in HMIS
b) Entering every resident into HMIS, including additions to households
c) Completion of the Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT) for every resident in the project
d) Completion of record keeping of Chronic Homeless Status (if applicable)
e) Provider notes in HMIS at minimum once per month
f) Partner with an agency to provide ongoing training in HMIS.
g) Participation in City-lead coordination efforts.
h) Attending required City meetings as appropriate.

OPERATOR will keep relevant data from participation in reporting like VI-SPDAT and HMIS which they will submit and report to relevant entities at least once a month. in a timely manner.

2. **Standard of Performance; Licenses**

A. The Contractor does hereby accept its designation as a professional service provider, rendering services related to operating Micro Communities/safe outdoor space(s) 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 , for a not to exceed amount of one million nine hundred eighty-six thousand three hundred thirty-eight dollars and sixty cents ($1,986,338.60), excluding gross receipts tax.

B. Payment. The total compensation under this Agreement shall not exceed $1,986,338.60 - excluding New Mexico gross receipts tax. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE City. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15)

days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

D. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. **Termination**

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

B. Notice; City Opportunity to Cure.

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

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

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

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

6. **Appropriations**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given

by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. **Status of Contractor**

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

8. **Assignment**

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

9. **Subcontracting**

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

10. **Release**

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

11. **Confidentiality**

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

12. **Product of Service -- Copyright**

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

13. **Conflict of Interest; Governmental Conduct Act**

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

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

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

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

14. **Amendment**

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

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

15. **Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. **Merger**

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

All terms and conditions of the **RFP #25021** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

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

17. **Penalties for violation of law**

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

18. **Equal Opportunity Compliance**

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

19. **Applicable Law**

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

20. **Workers Compensation**

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

21. **Professional Liability Insurance**

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. **Other Insurance**

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

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

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

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

minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

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

23. **Records and Financial Audit**

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

24. **Indemnification**

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

25. **New Mexico Tort Claims Act**

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

26. **Invalid Term or Condition**

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

27. **Enforcement of Contract**

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

28. **Notices**

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

prepaid, as follows:

To the City: Kristen Woods
Program Manager, Youth and Family Services Division,
PO Box 909
Santa Fe, NM 87504-0909

To the Contractor: Michael DeBernardi
CEO, The Life Link
2325 Cerillos Road
Santa Fe NM 87505
drdebernardi@thelifelink.org

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.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

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 M. WEBBER, MAYOR

DATE: _____

CONTRACTOR:
The Life Link

_____
MICHAEL DEBERNARDI, CEO

DATE: Jan 22, 2025

NMBTIN: 02-097780-00-8

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Jan 22, 2025
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/22/2024

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

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

PRODUCER	CONTACT NAME: Marcella Nellist	
Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive Santa Fe NM 87505	PHONE (A/C, No, Ext): (505) 982-4302	FAX (A/C, No): (505) 989-9186
	E-MAIL ADDRESS: mnellist@danielsinsuranceinc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : New Mexico Premier Insurance Com	13675
INSURED The Life Link P.O. Box 6094 Santa Fe NM 875026094	INSURER B : ACE Property and Casualty Insura	20699
	INSURER C : Ace American Insurance Company	22667
	INSURER D : Travelers Casualty and Surety	19038
	INSURER E :	
	INSURER F :	

COVERAGES MN **CERTIFICATE NUMBER:** Cert ID 38769 (20) **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	
C	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			SVRD37800545003	11/30/2024	11/30/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:						Empl Benefits Liab	$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			CALH0861555A003	11/30/2024	11/30/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			6145.135	11/27/2024	11/27/2025	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability			OGLG25507411003	11/30/2024	11/30/2025	Limit Occ/Aggregate	$ 1M/3M
D	Crime			105649125	11/30/2024	11/30/2025	Employee Theft	$ 400,000

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

General liability policies contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder.

CERTIFICATE HOLDER

City of Santa Fe

P.O. Box 909

Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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City of Santa Fe, 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, 2025, 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, a specific determination 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
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service
- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination

General Services (continued):

- 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
- 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
- Marine equipment inspection, certification, and repair

General Services (continued):

- 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
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Vehicle inspection, lubricating, and repair services
- 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)
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management

Professional Services (Continued):

- Information Technology Programming
- Information Technology Risk Assessment
- Insurance Adjusters
- 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
- Network Cybersecurity Services
- Network Installation
- Planners
- Policy Advisors
- 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.)
- Speech writers
- Statisticians

Professional Services (Continued):

- 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)
- 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
- 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: 11/21/2024

Emily Oster, Finance Director

Emily K. Oster

_____ Date: 11/26/2024

Blanket Services Determination

Final Audit Report 2024-11-26

Created:	2024-11-21
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqgOwaNI_DZmo99HuXiloJc1Cdxp6T9hq

"Blanket Services Determination" History

Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-11-21 - 4:11:51 PM GMT- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-11-21 - 4:12:58 PM GMT

Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-11-21 - 4:12:58 PM GMT

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-11-21 - 4:13:09 PM GMT - Time Source: server- IP address: 63.232.20.2

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-11-26 - 7:38:13 PM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-11-26 - 7:52:49 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-11-26 - 7:52:49 PM GMT

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Micro Community management packet-1

Final Audit Report 2025-02-21

Created:	2025-02-21
By:	Justin Gonzales (jmgonzales@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAANCarsYY2g7_1CSwJvZk_E92NV0R4YoFJ

"Micro Community management packet-1" History

Document created by Justin Gonzales (jmgonzales@santafenm.gov)
2025-02-21 - 6:12:03 PM GMT- IP address: 63.232.20.2

Document emailed to KRISTEN WOODS (krwoods@santafenm.gov) for signature
2025-02-21 - 6:14:48 PM GMT

Email viewed by KRISTEN WOODS (krwoods@santafenm.gov)
2025-02-21 - 6:52:46 PM GMT- IP address: 104.47.65.254

Document e-signed by KRISTEN WOODS (krwoods@santafenm.gov)
Signature Date: 2025-02-21 - 6:52:53 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov) for signature
2025-02-21 - 6:53:00 PM GMT

Email viewed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)
2025-02-21 - 7:24:08 PM GMT- IP address: 104.47.65.254

Document e-signed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)
Signature Date: 2025-02-21 - 7:24:20 PM GMT - Time Source: server- IP address: 104.156.39.164

Agreement completed.
2025-02-21 - 7:24:20 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

Date: January 13, 2025

To: Mayor Alan Webber and Governing Body
Finance and Quality of Life

Via: Henri Hammond-Paul, Community Health and Safety Department Director

HENRI HAMMOND-PAUL (Feb 6, 2025 11:37 MST)

From: **Kristen Woods, Youth and Family Services Project Manager**

KRISTEN WOODS

Subject: **Pallet PBC Amendment**

Vendor Name: **Pallet PBC**

Vendor Number: **9676**

ITEM AND ISSUE:
Request for Approval of Amendment No. 1 to Contract Item# 23-0350 with Pallet PBC in the Total Amount of $1,466,100 to Adjust for Price Increase with No Change in Total Compensation and Extend Term to June 30, 2026 (Kristen Woods, Program Manager; krwoods@santafenm.gov)

Action Requested: Approve Contract Amendment for Pallet PBC

BACKGROUND AND SUMMARY:
Pallet PBC has been providing shelter units and facilities at the Safe Outdoor Space at Christ Lutheran Church since it opened. They will be providing units for three new shelters in Santa Fe. The Contract is being amended in order to adjust for price increases form the Pallet PBC organization and allow us to provide safe, high-quality shelters to our neighbors in need.

PROCUREMENT METHOD:
ITB # 23/43/B

Chief Procurement Officer Approval:_____ **Date:**_____
Comment/Exceptions:_____

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is 3204087

$$$$$ SOURCE/REVENUE: ☒**Expense** ☐**Revenue**
The funding source is:
Fund Name/Number: Health and Human Services/Fund 240
Munis Org Name/Number: Community Services/2400122

Munis Object Name/Number: Buildings & Structures >$5k/ 570400

If the project is grant funded? List grant award number: _____

Grant Manager / Accounting Officer Approval: _____ **Date:**_____
Comment/Exceptions: _____

Project Ledger #:_____

Budget Officer Approval:_____ **Date:**_____
Comment/Exceptions: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):

☐Yes | ☐ No

 # (if known): _____

Repair or Replacement of Existing Equipment:

☐Yes | ☒ No
If yes -> ☐Repair | ☐ Replacement

Please explain: NA _____

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☐ Yes | ☒ No

Project Ledger #:_____

Anticipated length of project: _____

Asset Manager Approval:_____ **Date:**_____
Comment/Exceptions:
_____

Department Approvals:
IT Components: ☐ **Yes | ☒ No**
Vehicles: ☐ **Yes | ☒ No**
Facilities, Furniture, Fixtures, Equipment: ☒ **Yes | ☐ No**

Approval:_____ **Title:**_____ **Date:**_____
Approval:_____ **Title:**_____ **Date:**_____
Comment & Exceptions:_____

Department Contract Administrator Contact Info:

ATTACHMENTS:

Keep only those that pertain and delete the reset (including this message)
Vendor's Quote
Certificate of Liability Insurance
Professional/General Services Contract

Item#
Munis Contract#_3204087
Original Contract Item# 23-0350
SWPA/GSA/Coop/RFP/ITB #: ITB # 23-43-B

CITY OF SANTA FE
AMENDMENT No. 1 TO
GENERAL SERVICES CONTRACT
ITEM# 23-0350

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES CONTRACT, dated June 2, 2023 (the "Contract"), between the City of Santa Fe (the "City") and Pallet PBC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the City of Santa Fe with shelter units.

B. Pursuant to Article 8 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3 of the Contract is replaced in its entirety so that Article 3, reads as follows:

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

	Deliverable Item:	Price
1	S2 Sleeper - 70sf	$ 15,900.00
2	Electrical Hook Up Kit w/ Integrated Heater	$ 635.00
3	Air Conditioner Install Kit -8000 BTU	$ 600.00
4	Twin XL Bed	$ 150.00
5	Twin XL Mattress	$ 350.00
6	Assembly Services- Prevailing Wage	$ 1,100.00

7	Shipping and Handling	$	1,050.00
8	Digital Door Lock	$	135.00
9	Desk	$	335.00

There shall be a 5% pricing increase on each new fiscal year of this contract, on July 1.

The total compensation under this Agreement shall not exceed one million four hundred and sixty-six thousand and one hundred dollars ($1,466,100.00) including New Mexico gross receipts tax.

2. TERM:

Article 5 is amended to extend the term by one (1) year so that Article 5 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end June 30, 2026. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of ten (years) in accordance with NMSA 1978, §§ 13-1-150 through 152.

3. NOTIFICATIONS:

Article 43 of the Contract is amended to modify the City contact so that the City written notification address in

Article 43 reads as follows:

To the City:

Youth and Families Division
Kristen Woods
119 Marcy St., Suite 101, Santa Fe, NM 87501
(505) 955-6913
krwoods@santafenm.gov

4. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and

effect, in accordance with its terms.

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

CITY OF SANTA FE:

_____
Alan Webber, Mayor

DATE:_____

CONTRACTOR:
Pallet PBC

Brian Henn
_____
Brian Henn, CFO

DATE: Jan 3, 2025

New Mexico Business
Tax Identification Number: 03-620173-00-1

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
REBECCA MNUK-HERRMANN, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/14/2025

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 Parker Smith & Feek Insurance LLC 2233 112th Ave NE Bellevue WA 98004 License#: PC-1719201	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 425-709-3600 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Pallet PBC 1930 Merrill Creek Pkwy, Suite A Everett, WA 98203 PALLPBC-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Sentry Casualty Company — 28460 **INSURER B :** Sentry Insurance Company — 24988 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 207061142 **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:			A0258533004	8/16/2024	8/16/2025	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 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			A0258533001	8/16/2024	8/16/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	UMBRELLA LIAB X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y		A0258533006	8/16/2024	8/16/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	**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		A0258533004	8/16/2024	8/16/2025	PER STATUTE X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	WA STOP GAP $ 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)

All Operations.

City of Santa Fe their officials, officers, employees, and agents are included as Additional Insured on the Excess Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions. General Liability Coverage includes 30 day notice of cancellation, subject to the terms and conditions of the policy.

CERTIFICATE HOLDER

City of Santa Fe
1600 Saint Michaels Drive Bldg #2
Santa Fe NM 87505
United States

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

Britt Messner

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ENDORSEMENT FORM TO FOLLOW FROM CARRIER

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION

This endorsement modifies the coverage provided under the following:

COMMERCIAL EXCESS / UMBRELLA COVERAGE PART

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

SCHEDULE

Name Of Person Or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following is added to Paragraph **H. Other Insurance** of **Section IV - Conditions:**

1. This insurance is primary to and will not seek contribution from any other insurance available to the person or organization shown in the Schedule above, provided that such designated person or organization:

a. Is identified as an additional insured in the "underlying insurance";

b. Is a Named Insured under such other insurance; and

c. Has agreed with you in a written contract or agreement that:

(1) Is signed and effective prior to an "occurrence" to which this insurance applies;

(2) This insurance would be primary and would not seek contribution from such other insurance identified in Paragraphs **1.a.** and **1.b.** above;

(3) Agrees to indemnify or defend the designated person or organization for liability and damages covered by the "underlying insurance"; and

(4) Affords indemnification and/or defense of the designated person or organization to the extent permitted by law.

2. This condition does not apply to:

a. Other insurance, not included in Paragraph **1.** above, that may be available to the designated person or organization outside of your written contract or agreement; or

b. Liability which:

(1) May attach to the designated person or organization and is not assumed by your written contract or agreement; or

(2) Is assumed by the designated person or organization under any other written contract assuming the obligations of another.

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

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: PALLET PBC
DBA: PALLET INC.

Business Location: 1930 MERRILL CREEK PARKWAY STE. A
EVERETT, WA 98203

CRS Number: 03620173001

Owner: PALLETT PBC

License Number: 235063

License Type: Business License - Renewable

Issued Date: May 23, 2024

Classification: Out of Jurisdiction Business License

Expiration Date: May 23, 2025

Fees Paid: $10.00

PALLET PBC
1930 MERRILL CREEK PARKWAY STE. A
EVERETT, WA 98203

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

DocuSign Envelope ID: 05D9D6DF-884D-40A8-B585-C53BD440BC1C

Item# 23-0350
Munis Contract# 3204087

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Emergency Shelter Units

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

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to **Pallet PBC**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The contractor shall provide up to 100, rapidly deployable, scalable shelter units made of durable materials (fiberglass-reinforced composite or similar) appropriate for the subtropical highland climate of Santa Fe, NM (35.6870 N, 105.9378 W). Individual units will be single story, have a minimum square footage of 64 sq ft. and a maximum of 100 sq. ft., shall be equipped with shelving; fire safety equipment, including an emergency escape hatch that functions like a simple door lever or panic bar that is not lockable from the exterior, and shall be adaptable for ADA compliance. All individual units shall have the following specifications and accessories: 120-volt electrical hookup, integrated heater unit, integrated air conditioning unit, integrated collapsible bunk beds, and custom fit mattress pads. Delivery and onsite assembly at locations within city limits approved for this use by the city's Land Use Department, Fire Marshal, and all other relevant authorities shall be included.

3. **Compensation**

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

Deliverable item:	U/I (unit of issue)	Price
01 Shelter 64sqf 1.5" Insulated	100	$9,995.00

02 Electrical Hook Up Kit w/Integrated Heater	100	$1,799.00
03 Air Conditioner Install Kit – Shelter 64	100	$ 399.00
04 Folding Bunk Bed	100	$ 349.00
05 Custom Fit Mattress Pad	100	$ 299.00
06 Assembly Services-Prevailing Wage	100	$1,025.00
07 Shipping and Handling	100	$ 795.00

The total compensation under this Agreement shall not exceed $1,466,100.00 [one million four hundred and sixty-six thousand and one hundred dollars] [including New Mexico gross receipts tax.]

4. **Payment Provisions**

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

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end June 30, 2025. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of ten (years) in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice: City Opportunity to Cure.

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

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

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for goods already manufactured and/or acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND*

DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

8. **Amendment**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours

and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment. The City shall pay for any goods manufactured or acceptable work performed prior to Contractor's receipt of notice of termination or amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2.By execution of this Agreement,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

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

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

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

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

B. The Contractor shall provide and maintain an inspection system acceptable to the

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

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

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

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

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

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

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

37. **Patent, Copyright and Trade Secret Indemnification**

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

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

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

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

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

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon

which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement. The City shall pay for any goods manufactured or acceptable work performed prior to Contractor's receipt of notice to suspend, delay, or interrupt the work.

41. Shipment of Products.

The City will agree to a no-later-than ship date in each Purchase Order issued pursuant to this agreement. If any shipment or delivery of contracted goods is delayed at City's request or due to the City's inability to take possession of the contracted good, risk of loss shall pass to City on the agreed up on ship date. In addition to the foregoing, Contractor shall have the right to: (i) invoice the City for the Purchase Price of such goods, and such invoice shall be due within 30 days of receipt; (ii) store the good at a location acceptable to Contractor, and charge the City all costs and expenses associated with such storage and with transport to such storage site, FOB Contractor's factory, which City shall promptly reimburse to Contractor upon receipt an invoice for the same; and/or (iii) require the City to arrange for and cover all costs and expenses related to the shipment of the goods from the applicable storage location to the Project Site, all transport FOB Contractor's factory.

42. **City's Duties.**

(a) While Contractor will assemble the shelters, it shall have no responsibility any services not expressly set forth herein, including site grading, shelter leveling, electrical or plumbing connections, or staking units to the ground. The City shall have the responsibility to provide: (i) site grading with all sleeping shelter installation surfaces within 1" of level; (ii) a site map clearly indicating the location and placement of each shelter, including the direction the

shelter should be facing; (iii) a suitable forklift with lifting capacity of at least 6,000 pounds and 6-foot forks; (iv) a secure worksite with onsite security for the duration of the assembly and appropriate warnings for any non-obvious dangers, e.g., unmarked open trenches; (v) access to an appropriate dumpster for refuse; (vi) access to an onsite bathroom compliant with OSHA. The City shall provide a licensed electrician to perform electrical hook-ups. The City understands and agrees that failure to perform any of these conditions prior to Contractor's arrival to assemble shelters may result in a change order reflecting lost time for the period of delay at a rate of $85 per hour per Contractor employee on site.

(b) While Contractor will provide the Products and Services set forth herein, the City shall be solely and exclusively responsible and liable for: (i) ensuring that all transactions, documents and operations in connection with these Terms, including, without limitation, all operations at the Project Site, are in compliance with all applicable Laws; (ii) procuring and maintaining all applicable permits, certifications, licenses and approvals necessary under all applicable Laws for the delivery and use of all Products and performance of all Services, including but not limited to, consultation with, inspections, and approvals from local building officials and fire authorities regarding site layout and shelter spacing; (iii) cleaning and maintaining the Products, including, without limitation, by following all user manuals, cleaning instructions and Product manuals provided by Contractor to the City; (iv) ensuring the safety of the Products (including, without limitation, protecting, monitoring and maintaining all fire extinguishers, smoke detectors, electrical panels, keys, door locks, door handles and entrances to the Shelters), the Product's end users and residents and the Project Site after the completion of the applicable Services; and (v) to the extent the City uses its own Representatives to perform any assembly or installation of any Products, the acts, errors, omissions, negligence or misconduct of the City and its Representatives in connection herewith.

(c) The City acknowledges and agrees that it has received and reviewed Contractor's Village Dignity Standards in the form attached hereto as Exhibit 1 (the "**Dignity Standards**"). The City agrees that it shall use its reasonable best efforts acting in good faith to comply with, and cause its employees, agents, contractors, volunteers, Project Site managers and service providers (collectively, "**Representatives**") to comply with, the Dignity Standards for the Project Site and in connection with its use, maintenance and safety of the Products. The City shall be primarily responsible and liable for any of its Representatives' adherence to the Dignity Standards in accordance with the terms herein. The City represents and warrants that it has sufficient resources to comply with and adhere to the Dignity Standards and shall maintain sufficient resources at all times while it owns or licenses the Products to comply with the Dignity Standards. The City acknowledges that its duties and obligations within this Section are a material inducement for Contractor to enter into these Terms, and that any failure by the City or its Representatives to adhere to the provisions in this Section shall constitute a material breach of these Terms. The City acknowledges and agrees that Contractor shall have all rights and remedies under these Terms, and at law and in equity. The terms and conditions of this Section shall survive the delivery of the Products or any earlier termination or expiration of these Terms. The City acknowledges and agrees that Contractor shall not be liable for any failure by the City to comply with the Dignity Standards in whole or in part.

43. **Notification**

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

To the City:

Office of Emergency Management
Kyle Morgan
1600 Saint Michaels Dr. Bldg #2. Santa Fe, NM 87505
505-955-6704
klmorgan@santafenm.gov

To the Contractor:

Pallet PBC
Sammi Anderson, Vice President and Secretary
1930 Merrill Creek Parkway, Suite A, Everett, WA 98203
801-694-9773
sammi@palletshelter.com

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

To the Contractor:

Pallet PBC
Sammi Anderson, Vice President and Secretary
1930 Merrill Creek Parkway, Suite A, Everett, WA 98203
801-694-9773
sammi@palletshelter.com

44. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: Jun 2, 2023

CONTRACTOR:
Pallet PBC

DocuSigned by:
Sammi Anderson

SAMMI ANDERSON,
VICE PRESIDENT & SECRETARY

DATE: 5/9/2023
CRS# 03620173001
Registration # 235063

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 05/31/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 9, 2023 16:22 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Jun 1, 2023 23:27 MDT)

EMILY OSTER, FINANCE DIRECTOR

2400122.570400
Org.Name/Org.#

DocuSign Envelope ID: 05D9D6DF-884D-40A8-B685-C53BD440BC1C

Exhibit 1
PALLET VILLAGE
DIGNITY STANDARDS

INHERENT & ABSOLUTE

Pallet's mission is to end unsheltered homelessness. Pallet villages are operated by community partners who collaborate with village residents to end their unhoused status, while transitioning into stable housing as quickly as possible. Villages provide life-sustaining services in a manner that fosters a safe, affirming, and dignified atmosphere for all residents. Discrimination or disparate treatment toward village residents on the basis of race, religion, national origin, immigration status, gender or nongender conforming, sexual orientation, or any other protected class is strictly prohibited.
At Pallet, we believe in all people's inherent and absolute dignity. Guided by feedback from village operators and Pallet team members with lived-experience, we have created a set of dignity standards intended as universal and irreducible requirements for the purchase and use of Pallet shelters. These are organic principles intended to evolve and refine as we learn more about what works best.

HYGIENE FACILITIES

Everyone is entitled to hygiene and sanitation that is clean, safe, secure, and that provides privacy and ensures dignity. Well-maintained toilets are mandatory at all Villages and must be available at all times. Flush toilets are strongly preferred, especially as the number of residents increases. Well-maintained hand-washing facilities are mandatory and must be available at all times. Residents must have access to showers. Showers on site are preferred. An alternative shower plan is acceptable assuming reasonable distance and safety. Residents must be able to wash their clothes as needed. Laundry on site is preferred. An alternative laundry plan is acceptable assuming reasonable distance and safety.

MEALS

All people should live free of hunger, food insecurity, and malnutrition and Villages are required to confront and solve for these issues. Clean, safe drinking water must be available to all residents at all times. The provision of two-to-three nutritious meals daily and a place to prepare meals is strongly preferred. Operators should ensure that all areas used for food storage or preparation are kept sanitary and comply with local health codes. When needed, residents should be aided in signing up for food based government benefits upon moving in.

TRANSPORTATION

Access to essential services is a basic human right. Villages must not be more than one mile from an active public transportation hub allowing access to essential services such as food, healthcare, public benefits, and employment. Where not possible, shuttle services or other alternative transportation must be provided. Accommodations should be made for disabled persons who are unable to access general means of transportation.

SAFETY

We all want to feel safe in our neighborhoods. Residents, staff, and the surrounding communities should be afforded every available measure of safety and security. Site infrastructure must include exterior fencing, locking gate/monitored entrances, and operable lighting. Cabin spacing must be approved by the local fire authority, addressing the risk of fire and its potential to spread. Village operators must maintain and ensure clear pathways between and in each cabin. Operators must enforce a strict policy against smoking or open flames inside cabins. Operators must have sufficient staff on duty at all times and enforce established safety measures. Staff with de-escalation and trauma-informed training is strongly preferred. A zero-tolerance policy toward violence, abuse of power, threats/intimidation, sexual harassment/assault, or discrimination of any kind is mandatory for all persons at the village.

SUPPORTIVE SERVICES

The primary function of villages is to provide a supportive, safe community for residents to access services needed to permanently end their unhoused status. Village operators must engage residents in supportive services/case management. Supportive services must be client-centric with an emphasis on attaining stable housing, publicly available benefits, holistic health care, vital documents, and employment. Case management should be frequent, consistent, and transparent. It must be offered by trained staff.

CITY OF SANTA FE
PURCHASING OFFICE
200 Lincoln Ave Room 122 Santa Fe, NM 87505
JoAnn Lovato, Interim CPO

		DATE: 1/18/2023 3:00PM	(AA)	(AA)	(AB)	(AB)	(AC)	(AC)	(AD)	(AD)
		ITB # 23/43/B Emergency Shelter Units								
		BID NUMBER: 23/43/B PREPARED BY: JoAnn Lovato	Guardian Booth	Guardian Booth	Western Fire Supply	Western Fire Supply	Mountain States Structural Consultants	Mountain States Structural Consultants	Pallet Shelter	Pallet Shelter
			UNIT PRICE	TOTAL LINE ITEM	UNIT PRICE	TOTAL LINE ITEM	UNIT PRICE	TOTAL LINE ITEM	UNIT PRICE	TOTAL LINE ITEM
		ITEM & DESCRIPTION								
Unit	Approx. QTY	ITB # 23/43/B Emergency Shelter Units								
1	100	Emergency Shelter Units w/shelving & fire safe	$15,000.00	$1,500,000.00	$11,931.22	$1,193,122.00	$11,588.43	$1,158,843.00	$9,995.00	$999,500.00
1	100	Electrical Hookup Kit including external discon	Included	Included	$726.03	$72,603.00	$1,760.00	$176,000.00	$1,799.00	$179,900.00
1	100	Integrated Heater Unit	$550.00	$65,000.00	Included	Included	$1,200.00	$120,000.00	Included	Included
1	100	Integrated Air Conditioner Unit	$2,059.99	$206,999.00	$6,491.67	$649,167.00	$1,200.00	$120,000.00	$399.00	$39,900.00
1	100	Integrated Collapsible Bunk Bed	$1,600.00	$160,000.00	$356.50	$35,650.00	$1,440.00	$144,000.00	$349.00	$34,900.00
1	100	Custom Fitted Mattress Pads	Included	Included	Included	Included	$480.00	$48,000.00	$299.00	$29,900.00
1	100	Assembly Services	Included	Included	$2,500.00	$250,000.00	$320.00	$32,000.00	$1,025.00	$102,500.00
1	1	Shipping and Handling	Included	Included	$28,000.00	$20,000.00	$460.00	$15,000.40	$795.00	$79,500.00
			$19,139.99	$1,913,999.00	$42,005.43	$2,220,542.00	$15,456.43	$1,814,641.40	$14,561.00	$1,456,106.00

Witness: [signature] Time: 10:30 am Date: 2.1.23

Witness: [signature] Time: 10:30A Date: 2/1/23

Original Bid Tab dated 1/18/23 has a computation error in the Custom Fitted Mattress Pads for Bidder Pallet Shelter. This Bid Tab is replacing the previous to correct the error.

DocuSign Envelope ID: AC9EBCCC-B36E-46D0-BC21-E94CA74D7D55

Pallet

January 17, 2023

JoAnn Lovato
Interim Chief Procurement Officer
City of Santa Fe
purchasing_ITB@santafenm.gov

Ms. Lovato,

I am writing as an authorized representative of Pallet, which is a Public Benefit Company and fair chance employer. We are interested in being the Manufacturer and Supplier for the City of Santa Fe's ITB opportunity for manufacturing and assembling up to 100 single occupancy emergency shelter units.

Pallet is the national leader in rapid-response shelter villages. We are "Buy America"compliant and exclusively manufacture in the U.S. Our unique and patented shelters (US Patent #10,260,228 B2) are the only known shelters on the market that can be put together quickly with minimal tools required and are made 100% of inorganic material -making them mold, mildew and rot resistant. Additionally, our shelters come with R-value 7.5 insulation, climate control appropriate for Santa Fe temperatures, 120-volt electrical connections, shelving, integrated bed platforms, and fire safety equipment like an emergency escape hatch, making our shelters the only know turn-key solution.

Pallet has manufactured, delivered and set up villages of the same scale requested by the City of Santa Fe, as well as at larger scales, 100 times working with 76 municipalities in the process. To see some examples, refer to the impact reports and product drawings in the Appendix.

I, Sammi Anderson, have the authority to discuss with the City of Santa Fe and to execute on behalf of Pallet any agreement that may result from the bid. I or Elizabeth Rugg may be contacted during the period of proposal evaluation.

We attest that all information submitted with the proposal is true and correct.

Pallet Authorized Signer Name: Sammi Anderson, Vice President & Secretary

DocuSigned by:
Sammi Anderson
3FF370E83F89421...
Date: January 17, 2023

City of Santa Fe

Invitation to Bid

Title: Emergency Shelter Units

ITB # 23/43/B

NIGP Commodity Code: 15580, 15586, 91069, 95237

Bid Due Date and Time: January 18, 2023 at 3:00 p.m. (MST/MDT)

Bidder MUST complete as applicable and sign the following in order for the Invitation to Bid (Bid) to be valid (type or print clearly):

Company Name: Pallet PBC
dba (if applicable): _____
Co. Email: elizabeth@palletshelter.com
Co. Phone No.: 425-610-3634
NM Gross Receipts Tax # (CRS) _____

Address: 1930 Merrill Creek Parkway
Suite A
Everett, WA 98203

Federal Tax ID # 82-1516722

Payment terms: Net 30 **(e.g., Net 30. Discount will not be considered in computing the low bid, see "Terms and Conditions"**

F.O.B. Point must be Destination, unless otherwise indicated in the Invitation to Bid.

Bidder's Delivery: _____ **(May be considered in the award)**

Minimum lead times from PO to delivery are as follows: 4 weeks for 1-50 shelters, 6 weeks for 51-100 shelters,8 weeks for 100+ shelters. There will be a no-later-than-ship-date of 6 months after issuance of a PO. Within that time frame established between the aforementioned lead time and the no-later-than-ship-date, Pallet can modify shipping and assembly dates at the request of the customer.

If applicable, Bidder acknowledges receipt of the following amendment(s):
Amendment No. 1 **Dated:** 01/04/23 **Amendment No.** ____ **Dated:** _____

All Bidders must notify the CPO or his/her designee if any employee(s) of the requesting Department or the office of CPO have a financial interest in the Bidder:

X **No financial interest** ____ **Yes financial interest**

DocuSigned by:
Authorized Signature: Sammi Anderson
Signatory Email: sammi@palletshelter.com

Print or type name: Sammi Anderson
Phone No: 801.694.9773

DocuSign Envelope ID: AC9EBCCC-B36E-46D0-BC21-E94CA74D7D55

Pallet

Created Date	1/17/2023
Quote Number	00001114

Company Address	1930 Merrill Creek Pkwy, Suite A Everett, WA 98203 USA	**Expiration Date**	1/31/2023
		Contact Name	JoAnn Lovato
Bill To Name	City of Santa Fe, NM	**Ship To Name**	Office of Emergency Management Attn: Kyle Morgan
Ship To	1600 Saint Michaels Drive Santa Fe, NM 87505 United States		

Product	Sales Price	Quantity	Total Price
Shelter 64 SQF 1.5" Insulated	$9,995.00	100.00	$999,500.00
Electrical Hookup Kit including electrical disconnect w/ integrated heater	$1,799.00	100.00	$179,900.00
Air Conditioner and Install Kit - Shelter 64	$399.00	100.00	$39,900.00
Folding Bunk Bed	$349.00	100.00	$34,900.00
Custom Fit Mattress Pad	$299.00	100.00	$29,900.00
Assembly Services - Prevailing Wage	$1,025.00	100.00	$102,500.00

Subtotal	$1,386,600.00
Shipping and Handling	$79,500.00
Grand Total	$1,466,100.00

Notes

A 6,000 lbs. forklift with 8 foot forks will be needed onsite for delivery at the responsibility and cost of the customer. Pallet is not responsible for site grading, leveling of shelters, staking to the ground, or electrical connections to the shelters.

Prices are in USD

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6 Months of Safe Stay Success

The City of Vancouver opened its first Safe Stay Community located at **11400 NE 51st Circle** on city-owned property, on Dec. 23, 2021. More than six months later, it continues to provide the most vulnerable in our community with comfortable, dry and secure surroundings where they have access to high-quality, compassionate life-saving and social services while they work to transition out of homelessness.

Safe Stay Community staff work with partner agencies to facilitate residents' transition out of homelessness. **74 referrals** have been made to partner agencies for services that include medical care, mental health check-ins, education, employment, housing, pet care, Social Security and other benefits such as nutrition assistance.

46 PEOPLE SERVED, INCLUDING:

- **30** MALES
- **16** FEMALES
- **6** COUPLES

MOST RESIDENTS ARE BETWEEN **24–54** YEARS OLD

AGE	# SERVED
18–24	2
25–34	12
35–44	16
45–54	9
55–61	5
62+	2

HOUSING ASSISTANCE

- **14** SUCCESSFUL TRANSITIONS TO HOUSING
- **10** WORKING WITH CASE MANAGER TO OBTAIN HOUSING
- **40** HOUSING ASSESSMENTS COMPLETED
- **11** NEGATIVE EXITS FROM PROGRAM

EDUCATION, EMPLOYMENT, HEALTH AND WELLNESS

- **126** ACCESSED LOCAL TRANSIT SUPPORT
- **25** OBTAINED MONTHLY YMCA MEMBERSHIPS
- **16** OBTAINED IDENTIFICATION CARDS
- **1** OBTAINED HIGH SCHOOL DIPLOMA
- **11** SECURED EMPLOYMENT
- **32** ACCESSED HEALTHCARE (PHYSICAL, MENTAL, BEHAVIORAL)
- **13** RECEIVED SUBSTANCE USE DISORDER EVALUATIONS
- **6** ACCESSED DETOX SERVICES
- **36** ACCESSED LAUNDRY SERVICES

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S-1

Changing Lives, One Stay and One Day at a Time

The Safe Stay Communities are helping turn lives around. They are another one of the City's solutions to help end homelessness; an immediate, compassionate alternative for people living on our streets so they can move toward gaining employment and living indoors again. And some people are doing just that. People like Michael Eddy and Wesley Roseberry. **Scan the QR code to watch their story.**

Providing a Sense of Community

130 AVERAGE LENGTH OF STAY PRIOR TO SECURING HOUSING, IN **DAYS**

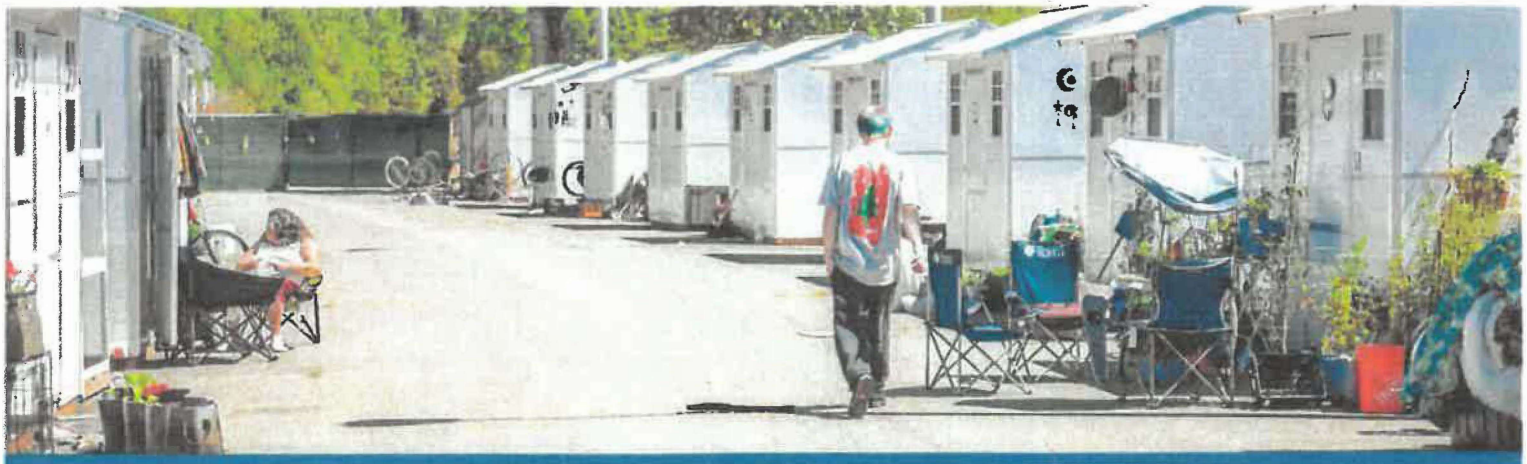
4 COMMUNITY EVENTS HELD

Garden Seed Exchange, Art Groups, Music Gatherings, Resource and Service Discussions

20 COMMUNITY MEETINGS HELD

5 COMMUNITY PARTNERSHIPS FOR RESIDENT EMPLOYMENT OPPORTUNITIES

Including Talkin' Trash, YMCA and Outsiders Inn



CITY OF VANCOUVER SAFE STAY COMMUNITIES

Key Accomplishments as of June 30, 2022

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A Safer Safe Stay

Prior to opening the City's first Safe Stay Community, the property located at 11400 NE 51st Circle was the site of a sizeable homeless encampment. Since the Safe Stay Community opened, the number of calls to police for service and officer-initiated activity within a 500 foot radius of the address, has dropped **30 percent** over the same time period (January-June) compared to 2021.

Of the other Fire/EMS-related calls for service within the same radius, the percentage responding specifically to 11400 NE 51st Circle dropped from 15.6% to **6%** of the total.

CALLS FOR POLICE
(500FT RADIUS AROUND PROPERTY AT 11400 NE 51ST CIRCLE)

JAN.–JUNE 2021	JAN.–JUNE 2022
108 TOTAL CALLS	82 TOTAL CALLS

OFFICER-INITIATED VISITS
(500FT RADIUS AROUND PROPERTY AT 11400 NE 51ST CIRCLE)

JAN.–JUNE 2021	JAN.–JUNE 2022
67 TOTAL VISITS	41 TOTAL VISITS

CALLS FOR FIRE/EMS
(500FT RADIUS AROUND PROPERTY AT 11400 NE 51ST CIRCLE)

JANUARY–JUNE 2021

64	10
TOTAL CALLS TO AREA	CALLS TO UNSANCTIONED CAMP *(15.6% OF TOTAL)*

JANUARY–JUNE 2022

114	7
TOTAL CALLS TO AREA	CALLS TO SAFE STAY COMMUNITY *(6% OF TOTAL)*

30% REDUCTION IN POLICE CALLS AND OFFICER-INITIATED VISITS

NOTABLE CALL REDUCTIONS

JAN.–JUNE 2021	ACTIVITY	JAN–JUNE 2022
5	DRUG/NARCOTIC VIOLATION	0
16	MEDICAL/ WELFARE CHECK	4
11	DISTURBANCE	5
5	THEFT	2

SCAN THE QR CODE FOR A COMPLETE BREAKDOWN OF CALLS

DocuSign Envelope ID: AC9EBCCC-B36E-46D0-BC21-E94CA74D7D55

Exhibit 1

PALLET VILLAGE
DIGNITY STANDARDS

INHERENT & ABSOLUTE

Pallet's mission is to end unsheltered homelessness. Pallet villages are operated by community partners who collaborate with village residents to end their unhoused status, while transitioning into stable housing as quickly as possible. Villages provide life-sustaining services in a manner that fosters a safe, affirming, and dignified atmosphere for all residents. Discrimination or disparate treatment toward village residents on the basis of race, religion, national origin, immigration status, gender or non-gender conforming, sexual orientation, or any other protected class is strictly prohibited.

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City of Santa Fe, New Mexico
Memorandum

DATE: May 05, 2023

TO: Mayor Alan Webber and City Council
Finance, Quality of Life and Public Works Committee

VIA: Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO

FROM: Brian Williams, Emergency Management Director BW
Julie Sanchez, Youth and Family Services Division Director jjs

---

ITEM AND ISSUE:
Request for Approval of a General Services Contract with Pallet PBC, ITB #23-43-B for the purchase of up to 100 emergency shelter units, in an amount not to exceed $1,466,100.00, including NMGRT, over two years. (Kyra Ochoa, Community Health and Safety Department Director, krochoa@santafenm.gov (505) 955-6603; Brian Williams, Emergency Management Director, bgwilliams@santafenm.gov (505)955-6537; Julie Sanchez, Youth and Family Services Division Director jjsanchez@santafenm.gov (505) 955-6678)

BACKGROUND AND SUMMARY:
In response to Resolution no. 2023-16, A Citywide Response to Provide Pathways to Permanent Housing for Homeless Individuals, the Community Health and Safety Department's Emergency Management and Youth and Family Services Divisions would like to enter a contract with Pallet PBC allowing for the purchase of modular cabins. These units can be quickly deployed and are a safe, effective option to get people on a pathway out of homelessness. The cabins are also a valuable asset to have available for providing non-congregated shelter to community members that may be displaced by a future disaster.

Providing emergency shelter for homeless individuals is a humanitarian concern and an important aspect of ensuring the well-being and dignity of every individual. Homeless individuals are at a higher risk for health and safety issues, such as exposure to harsh weather conditions and increased vulnerability to violence. By providing emergency shelters, the city can ensure the health and safety of its residents, which can save money in the long run by reducing the burden on public services that homeless individuals may frequently utilize.

These types of shelters can be quickly deployed with minimal setup in a variety of settings following a disaster. They can serve as emergency housing for individuals displaced from their homes due to flood or fire, or as temporary employee housing for relief workers, allowing them to stay close to their work sites. They may also serve as emergency housing for a sudden influx of refugees should the situation arise.

The cabins are appropriately insulated for our climate with each containing heating and cooling options, storage, and a collapsible bunk for increased space during non-sleeping hours. All units have a lockable front door in addition to a secondary emergency escape hatch on the rear of the unit. All units contain a smoke detector, carbon monoxide detector, and a fire extinguisher for occupant safety.

The contract will allow for purchasing up to 100 units over 2 years at a total of $1,466,100. The city intends to make an initial investment in 25 units as part of a pilot "Safe Outdoor Space". The agreement will allow for flexibility to purchase an additional 75 units over two years, should project success and operator capacity be demonstrated or another emergency need arise. The Office of Emergency Management in

partnership with the Youth and Family Services Division plans to make an initial investment in 25 units at a total of $366,525.00.

CONTRACT NUMBER:
The FY23 Munis Contract number is 3204087

PROCUREMENT METHOD:
The Office of Emergency Management did an Invitation to Bid (ITB) 23-43-B, for emergency shelter units, the city received 4 bids and Pallet PBC was selected as the low bidder.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: 240
Munis Org Name/Number: 2400122 (Health and Human Services)
Munis Obj Name/Number: 570400 (Building & Structures >$5k)

ACTION REQUESTED:
The Community Health and Safety Department, Office of Emergency Management and Youth and Family Services Division requests your review and approval of the general services agreement with Pallet PBC.

Signature: Brian Williams

Email: bgwilliams@santafenm.gov

Signature: Kyla Ochoa (May 4, 2023 11:05 MDT)

Email: krochoa@santafenm.gov

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Pallet, PBC

Procurement Title: ITB #23/43/B Emergency Shelter Units

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 Comm. Health and Safety Staff Name Kyle Morgan

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:

Kyle Morgan, Emergency Management Specialist — 05/08/2023

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

Purchasing Officer (attesting that all information is reviewed) — contract supervisor — 5/10/23

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

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3204087

Contractor: Pallet, PBC

Description: General Services Contract to purchase 100 modular cabins over 2 years

Contract [●] Agreement [ ] Lease / Rent [ ] Amendment [ ]

Term Start Date: when signed Term End Date: 06-30-2024

[ ] Approved by Council Date: _____

Contract / Lease: General Services Contract

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: ITB # 23-43-B

Purchasing Officer Review: _____ Date: 5/10/23

Comment & Exceptions: _____

4. Funding Source: Health and Human Services Fund/Bldg & Structures Org / Object: 2400122.570400

Budget Officer Approval: _____ Date: 5/10/23

Comment & Exceptions: _____

Staff Contact who completed this form: Kyle Morgan, Emergency Management Specialist Phone # 505-955-6704

Email: klmorgan@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed) Title Date

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: PALLET PBC
DBA: PALLET INC.

Business Location: 1930 MERRILL CREEK PARKWAY STE. A
EVERETT, WA 98203

CRS Number: 03620173001

Owner: PALLETT PBC

License Number: 235063

License Type: Business License - Renewable

Issued Date: April 28, 2023

Classification: Out of Jurisdiction Business License

Expiration Date: April 28, 2024

Fees Paid: $10.00

PALLET PBC
1930 MERRILL CREEK PARKWAY STE. A
EVERETT, WA 98203

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): 05/04/2023

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

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

PRODUCER
Parker, Smith & Feek Insurance, LLC.
1707 Dock Street
Tacoma, WA 98402

CONTACT NAME:
PHONE (A/C, No, Ext): 253-359-9700 FAX (A/C, No):
E-MAIL ADDRESS:

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

INSURED
Pallet PBC
1930 Merrill Creek Pkwy, Suite A
Everett, WA 98203

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	GENERAL LIABILITY			MKLV4PBC002849	08/16/2022	08/16/2023	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	[ ] CLAIMS-MADE [X] OCCUR						~~MED EXP (Any one person)~~	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC							$
B	AUTOMOBILE LIABILITY			PAAU444794	03/23/2023	08/16/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS		[X] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS		[X] NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR			MKLV4EUL104077	08/16/2022	08/16/2023	EACH OCCURRENCE	$ 1,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE	X					AGGREGATE	$ 1,000,000
	[ ] DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			MKLV4PBC002849 ** WA Stop Gap	08/16/2022	08/16/2023	[ ] WC STATU-TORY LIMITS [X] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Santa Fe their officials, officers, employees, and agents are included as additional insureds on the general liability and excess liability policy per the attached endorsement/form. Notice of Cancellation applies per the attached.

CERTIFICATE HOLDER
City of Santa Fe
1600 Saint Michaels Drive Bldg #2
Santa Fe, NM 87505

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

AUTHORIZED REPRESENTATIVE

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City of Santa Fe, New Mexico

Memorandum

DATE: January 27, 2025

TO: Public Works and Utilities Committee
Finance Committee
Governing Body

VIA: Jesse Roach, Interim Public Utilities Director JR
Nancy Jimenez, Utility Billing Division Director NLJ
Deborah Trujillo, Environmental Services Interim Division Director DT
Michael Dozier, Wastewater Division Director MD

FROM: Clarence Romero, Finance Department, Treasury Officer CR
Virginia Wolff, Public Utilities Manager GW

RE: Wells Fargo Credit Card fees

ITEM AND ISSUE:

Treasury is requesting Public Utilities make available $120,000.00 to pay credit card fees to Wells Fargo.

BACKGROUND AND SUMMARY:

Wells Fargo credit card fees are paid by the Treasury Officer out of Public Utilities account 5110354.561750. This account does not have enough funds to pay Wells Fargo credit card fees through the remainder of the Fiscal Year.

FUNDING SOURCE:

Public Utilities Enterprise Cash fund.

REQUESTED ACTION:

Request approval of a BAR to increase budget in Org/Obj 5110354.561750.

ATTACHMENTS:

BAR

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

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

DEPARTMENT / DIVISION NAME	DATE
PUBLIC UTILITIES/UTILITIES	1/24/205

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Public Utilities Cashier Utility Bank Charges	5110354	561750		120,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 120,000	$ -

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

Budget increase needed for Wells Fargo Credit Card Fees

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	60,000
510	30,000
500	30,000
TOTAL:	**120,000**

Virginia Wolff — 1/30/2025
Prepared By *{print name}* — Date

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

Andy Hopkins — Feb 13, 2025
Budget Officer — Date

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Division Director Signature *{optional}* — Date

Jan 31, 2025
Department Director Signature — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Signature: Nancy L. Jimenez
Nancy L. Jimenez (Feb 3, 2025 10:36 MST)

Email: nljimenez@santafenm.gov

Signature:

Email: mldozier@santafenm.gov

Signature: Gina Wolff
Gina Wolff (Feb 13, 2025 12:19 MST)

Email: vawolff@santafenm.gov

Signature:
DEBORA TRUJILLO (Feb 3, 2025 11:15 MST)

Email: dctrujillo@santafenm.gov

Signature: CLARENCE ROMERO

Email: clromero@santafenm.gov

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: February 18, 2025

To: Mayor Alan Webber and Governing Body
Finance and Public Works and Utilities

Via: Johanna Nelson, Director, Office of Economic Development JN

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

Nina Nguyen, Asset Development Associate, Office of Economic Development NAN

Subject: Easement for Telecommunications Facilities on the Genoveva Chavez Community Center

Vendor Name: Plateau Telecommunications, Inc.

Vendor Number: 8624

ITEM AND ISSUE:

Asset Development respectfully requests your review and approval of Easement for Telecommunications Facilities, Plateau Telecommunications, Inc. in the amount of $32,456.25, which includes tax, in order to install and maintain a telecommunications electronics central office on the Genoveva Chavez Community Center; (Terry Lease, tjlease@santafenm.gov, (505) 629-2206; Nina Nguyen, nanguyen@santafenm.gov, (505) 819-1870)

BACKGROUND AND SUMMARY:

On May 9, 2018, Ordinance No. 2018-16 was passed: Granting Plateau Telecommunication, Incorporated (Plateau) a non-exclusive franchise to operate a telecommunications network within the City of Santa Fe; the right to use City public rights-of-way to provide telecommunications services within the City; and fixing the terms and conditions thereof. In December 2023 Plateau requested an easement to expand their network capability in Santa Fe with a 12' x 21' prefabricated building and backup generator on a 50' x 50' area on the Genoveva Chavez Community Center grounds, which would be fenced in. On May 3, 2024, the City received an appraisal for the parcel for $30,000.00 and Plateau has agreed to pay that amount, plus tax, for a total of $32,456.25 for the easement.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

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

Munis Org Name/Number: Economic Development/2122800

Munis Object Name/Number: Land-rentals/460150

Budget Officer / Designee: Andy Hopkins **Date:** 02/18/2025

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:

Easement Document
Franchise Ordinance
Certificate of Insurance
Staff Approvals
Real Property Determination

EASEMENT

For Telecommunications Facilities

The City of Santa Fe, a charter municipality organized under the laws of New Mexico (hereinafter "the Grantor"), for and in consideration of Thirty-Two Thousand Four Hundred Fifty-Six Dollars and Twenty-five Cents ($32,456.25) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Plateau Telecommunications, Incorporated, a New Mexico Corporation (hereinafter "the Cooperative"), the right and authority to enter upon the lands described below (hereinafter "the Property"), in order to construct, install, operate, maintain, repair, inspect, relocate, replace and remove a telecommunications central office, consisting of underground cables, wire and conduits, surface pedestals, testing terminals and markers;

TOGETHER WITH the right of ingress or egress upon or across the Property, as may be reasonably necessary to allow the Cooperative to exercise the rights created by this Easement.

THE PROPERTY is located in Santa Fe County, New Mexico, and is more particularly described as follows:

(SEE ATTACHED EXHIBIT A)

This Easement is intended for access to a 50' x 50' parcel to house a telecommunication electronics central office, including an equipment shelter on a concrete pad, a propane tank, and a generator. This Easement also includes a 5' utility easement for maintenance of a fiber optic cable and commercial power and access easement as described in the attached Exhibit A on lands identified by Parcel Number 99306767 situated within Tract G of the Rodeo De Santa Fe property within the S/2 of the SW/4 of Section 4, T 16 N, R 9 E, NMPM, Santa Fe County, New Mexico.

This Easement is executed and delivered by the Grantor with warranty covenants, and the following conditions apply:

The Cooperative shall have the right to designate the route, the location and the depth of any and all telecommunications facilities installed upon or under the Property pursuant to this Easement.

The Cooperative will indemnify the Grantor and hold it harmless from any liability or claim of liability, which may arise as a result of the exercise by the Cooperative of any rights created by this Easement.

Property shall be properly maintained by Cooperative to not allow for accumulation of non-working equipment, weeds, debris or graffiti on its installations.

The Cooperative shall repair or replace any Grantor-owned infrastructure or apparatuses located on or off the Property which are damaged as a result of the actions of the Cooperative, its employees, agents, or representatives relating to this Easement.

The Easement parcel shall be vacated upon the Cooperative not actively utilizing the Property for a consecutive period of twenty-four months or two years.

Any assignment or transfer of the Easement parcel must be approved by the Grantor.

This Easement becomes effective on the date of the last signature of the Parties below:

CITY OF SANTA FE

ALAN WEBBER, MAYOR

Plateau Telecommunications, Inc.

LAUNA WALLER, CEO

ATTEST:

ANDREA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

SENIOR ASSISTANT CITY ATTORNEY

EMILY OSTER, FINANCE DIRECTOR
2122800-460350

STATE OF NEW MEXICO}
}cc
COUNTY OF SANTA FE}

The foregoing instrument was acknowledged before me this _____day of _____, 2025, by Alan Webber, Mayor of The City of Santa Fe, a New Mexico Chartered Municipality.

My commission expires:

Notary Public

(S E A L)

STATE OF NEW MEXICO}
}cc
COUNTY OF Curry }

The foregoing instrument was acknowledged before me this 7th day of February, 2025, by Launa Waller, CEO of Plateau Telecommunications, Inc, a New Mexico Corporation.

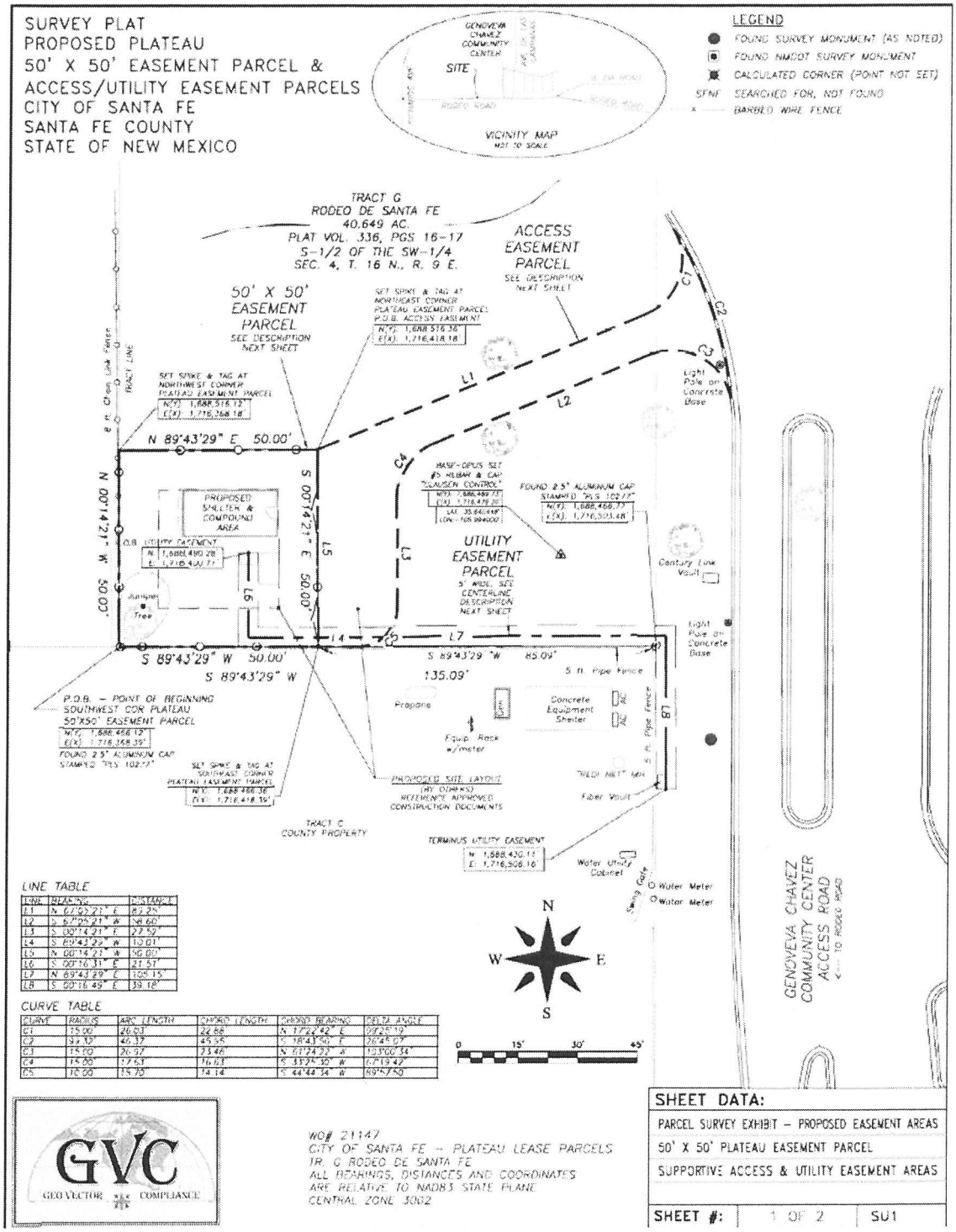
STATE OF NEW MEXICO
NOTARY PUBLIC
NICOLAS ALAN CHALKER
COMMISSION NUMBER 1116523
MY COMMISSION EXPIRES DEC. 20, 2028

My commission expires:

Notary Public

(S E A L)

Exhibit A



LINE	BEARING	DISTANCE
L1	N 67°05'21" E	83.24'
L2	S 67°05'21" W	58.60'
L3	S 00°14'21" E	27.52'
L4	S 89°43'29" W	10.01'
L5	N 00°14'21" W	50.00'
L6	S 00°16'31" E	21.51'
L7	N 89°43'29" E	105.15'
L8	S 00°16'49" E	39.18'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	15.00'	26.03'	22.66'	N 17°24'42" E	99°25'12"
C2	99.37'	46.39'	45.96'	S 18°43'50" E	26°44'07"
C3	15.00'	26.97'	23.46'	N 51°24'22" W	103°00'34"
C4	15.00'	17.63'	16.63'	S 33°25'30" W	67°19'42"
C5	10.00'	15.70'	14.14'	S 44°44'34" W	89°57'50"

SURVEY PLAT
PROPOSED PLATEAU
50' X 50' EASEMENT PARCEL &
ACCESS/UTILITY EASEMENT PARCELS
CITY OF SANTA FE
SANTA FE COUNTY
STATE OF NEW MEXICO

GVC
GEO VECTOR COMPLIANCE

LEGEND
- FOUND SURVEY MONUMENT (AS NOTED)
- FOUND NMDOT SURVEY MONUMENT
- CALCULATED CORNER (POINT NOT SET)
- SFNF SEARCHED FOR, NOT FOUND
- BARBED WIRE FENCE

50' X 50' EASEMENT PARCEL DESCRIPTION

A FIFTY FOOT BY FIFTY FOOT (50' X 50') PARCEL OF LAND FOR A TELECOMMUNICATIONS EQUIPMENT AND UTILITY EASEMENT AREA ("50' X 50' EASEMENT PARCEL") WITHIN TRACT G, RODEO DE SANTA FE (CITY OF SANTA FE) AS THE SAME IS SHOWN ON THE PLAT "BOUNDARY SURVEY LOT LINE ADJUSTMENTS FOR THE RODEO PROPERTY" RECORDED IN PLAT VOLUME 336, PAGES 16 THROUGH 17, PLAT RECORDS OF SANTA FE COUNTY, CITY OF SANTA FE, SANTA FE COUNTY, STATE OF NEW MEXICO; SAID 50' X 50' EASEMENT PARCEL BEING MORE PARTICULARLY DESCRIBED WITH REFERENCE TO THE NAD83 NEW MEXICO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (3002) AS FOLLOWS:

THE POINT OF BEGINNING (P.O.B.) BEING AN IRON ROD WITH 2.5" ALUMINUM CAP STAMPED "10277" FOUND FOR THE COMMON SOUTHERLY CORNER OF SAID TRACT G AND THE SOUTHEAST CORNER OF TRACT D (SANTA FE RODEO GROUNDS); THE SAME HAVING COORDINATES OF N(Y): 1,688,466.12', E(X): 1,716,368.39' AND BEING THE SOUTHWEST CORNER OF THE 50' X 50' EASEMENT PARCEL HEREIN DESCRIBED; FROM WHICH AN IRON ROD WITH 2.5" ALUMINUM CAP STAMPED "10277" FOUND FOR THE COMMON SOUTHERLY CORNER OF SAID TRACT G AND THE NORTHEAST CORNER OF TRACT C (COUNTY PROPERTY) HAVING COORDINATES OF N(Y): 1,688,466.77', E(X): 1,716,503.48' BEARS NORTH 89° 43' 29" EAST 135.09 FEET; THENCE, FROM SAID P.O.B., THE FOLLOWING FOUR (4) COURSES:

1. WITH THE COMMON TRACT G AND TRACT D BOUNDARY LINE, NORTH 00° 14' 21" WEST 50.00 FEET TO A SPIKE & TAG SET FOR THE NORTHWEST CORNER OF THE 50' X 50' EASEMENT PARCEL HAVING COORDINATES OF N(Y): 1,688,516.12', E(X): 1,716,368.18';
2. DEPARTING SAID TRACT LINE, NORTH 89° 43' 29" EAST 50.00 FEET TO A SPIKE & TAG SET FOR THE NORTHEAST CORNER OF THE 50' X 50' EASEMENT PARCEL HAVING COORDINATES OF N(Y): 1,688,516.36', E(X): 1,716,418.18';
3. SOUTH 00° 14' 21" EAST 50.00 FEET 50.00 FEET TO A SPIKE & TAG SET IN THE NORTH BOUNDARY LINE OF SAID TRACT C FOR THE SOUTHEAST CORNER OF THE 50' X 50' EASEMENT PARCEL HAVING COORDINATES OF N(Y): 1,688,466.36', E(X): 1,716,418.39';
4. WITH SAID NORTH TRACT C BOUNDARY LINE, SOUTH 89° 43' 29" WEST 50.00 FEET TO THE P.O.B. AND CONTAINING, IN ALL, 2,500 SQUARE FEET OF EASEMENT AREA; TOGETHER WITH TWO (2) EASEMENT AREAS FOR ACCESS AND UTILITIES DESCRIBED AS FOLLOWS:

ACCESS EASEMENT PARCEL DESCRIPTION

AN ACCESS EASEMENT AREA TO SERVE A FIFTY FOOT BY FIFTY FOOT (50' X 50') TELECOMMUNICATIONS EQUIPMENT AND UTILITY EASEMENT PARCEL ("50' X 50' EASEMENT PARCEL") WITHIN TRACT G, RODEO DE SANTA FE (CITY OF SANTA FE) AS THE SAME IS SHOWN ON THE PLAT "BOUNDARY SURVEY LOT LINE ADJUSTMENTS FOR THE RODEO PROPERTY" RECORDED IN PLAT VOLUME 336, PAGES 16 THROUGH 17, PLAT RECORDS OF SANTA FE COUNTY, CITY OF SANTA FE, SANTA FE COUNTY, STATE OF NEW MEXICO; SAID ACCESS EASEMENT PARCEL BEING MORE PARTICULARLY DESCRIBED WITH REFERENCE TO THE NAD83 NEW MEXICO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (3002) AS FOLLOWS:

THE POINT OF BEGINNING (P.O.B.) OF THIS ACCESS EASEMENT DESCRIPTION BEING THE NORTHEAST CORNER OF THE 50' X 50' EASEMENT PARCEL SERVED BY THIS EASEMENT AREA, THE SAME HAVING COORDINATES OF N(Y): 1,688,516.36', E(X): 1,716,418.18', THENCE, FROM SAID P.O.B., THE FOLLOWING TEN (10) COURSES:

1. NORTH 67°05'21" EAST 89.25 FEET TO THE ARC OF A CURVE TO THE LEFT;
2. WITH SAID CURVE ALONG AN ARC LENGTH OF 26.03 FEET, SAID CURVE HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING OF NORTH 17°22'42" EAST 22.88 FEET TO THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE TO THE RIGHT;
3. WITH SAID CURVE ALONG AN ARC LENGTH OF 46.37 FEET, SAID CURVE HAVING A RADIUS OF 99.32 FEET AND A CHORD BEARING OF SOUTH 18°43'56" EAST 45.95 FEET TO THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE TO THE LEFT;
4. WITH SAID CURVE ALONG ARC LENGTH OF 26.97 FEET, SAID CURVE HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING OF NORTH 61°24'22" WEST 23.48 FEET;
5. SOUTH 67°05'21" WEST 58.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT;
6. WITH SAID CURVE ALONG AN ARC LENGTH OF 17.63 FEET, SAID CURVE HAVING A RADIUS OF 15.00 FEET AND A CHORD BEARING OF SOUTH 33°25'30" WEST 16.63 FEET;
7. SOUTH 00°14'21" EAST 27.52 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;
8. WITH SAID CURVE ALONG AN ARC LENGTH OF 15.70 FEET, SAID CURVE HAVING A RADIUS OF 10.00 FEET AND A CHORD BEARING OF SOUTH 44°44'34" WEST 14.14 FEET;
9. SOUTH 89°43'29" WEST 10.01 FEET TO THE SOUTHEAST CORNER OF THE SAID 50' X 50' EASEMENT PARCEL SERVED BY THIS ACCESS EASEMENT, THE SAME HAVING COORDINATES OF (N(Y): 1,688,466.36', E(X): 1,716,418.39');
10. NORTH 00°14'21" WEST 50.00 FEET TO THE SAID NORTHEAST CORNER OF THE 50' X 50' EASEMENT PARCEL SERVED BY THIS ACCESS EASEMENT, THE SAME BEING THE P.O.B.; HAVING AN AREA OF 2078 SQUARE FEET OR 0.048 ACRES OF AREA.

UTILITY EASEMENT PARCEL CENTERLINE DESCRIPTION

A UTILITY EASEMENT AREA TO SERVE A FIFTY FOOT BY FIFTY FOOT (50' X 50') TELECOMMUNICATIONS EQUIPMENT AND UTILITY EASEMENT PARCEL ("50' X 50' EASEMENT PARCEL") WITHIN TRACT G, RODEO DE SANTA FE (CITY OF SANTA FE) AS THE SAME IS SHOWN ON THE PLAT "BOUNDARY SURVEY LOT LINE ADJUSTMENTS FOR THE RODEO PROPERTY" RECORDED IN PLAT VOLUME 336, PAGES 16 THROUGH 17, PLAT RECORDS OF SANTA FE COUNTY, CITY OF SANTA FE, SANTA FE COUNTY, STATE OF NEW MEXICO; SAID UTILITY EASEMENT PARCEL BEING MORE PARTICULARLY DESCRIBED BY CENTERLINE AND WITH REFERENCE TO THE NAD83 NEW MEXICO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (3002) AS FOLLOWS:

THE POINT OF BEGINNING (P.O.B.) OF THIS UTILITY EASEMENT DESCRIPTION BEING A POINT WITHIN THE 50' X 50' EASEMENT PARCEL HAVING COORDINATES OF N(Y): 1,688,490.28', E(X): 1,716,400.71', THENCE, FROM SAID P.O.B., THE FOLLOWING THREE (3) COURSES:

1. SOUTH 00°16'21" EAST 21.51 FEET TO AN ANGLE POINT, THE SAME HAVING COORDINATES OF (N(Y): 1,688,468.78', E(X): 1,716,400.81');
2. ON A COURSE PARALLEL AND 5' OFFSET FROM THE SOUTH BOUNDARY LINE OF SAID UNDERLYING TRACT G, NORTH 89°43'29" EAST 105.15 FEET TO AN ANGLE POINT, THE SAME HAVING COORDINATES OF (N(Y): 1,688,469.28', E(X): 1,716,505.92');
3. ON A COURSE PARALLEL AND 5' OFFSET FROM THE WEST BOUNDARY LINE OF SAID UNDERLYING TRACT G, HELD IN COMMON WITH TRACT C (COUNTY), SOUTH 00°16'49" EAST 39.16 FEET TO THE TERMINUS, HAVING COORDINATES OF (N(Y): 1,688,430.11', E(X): 1,716,506.16'); SAID EASEMENT PARCEL HAVING AN AREA OF 1730.5 SQUARE FEET OR 0.040 ACRES OF AREA.

11/26/2024

CHRISTIAN A. CLAUSEN, P.P.L.S. DATE
TX 5511~NM 16467~AZ 36521

CHRISTIAN A CLAUSEN
NEW MEXICO
16467
LICENSED PROFESSIONAL SURVEYOR

WO# 21147
CITY OF SANTA FE – PLATEAU PARCEL
TR. G RODEO DE SANTA FE

SURVEYOR'S CERTIFICATION:

I, CHRISTIAN A. CLAUSEN, NEW MEXICO PROFESSIONAL SURVEYOR, NUMBER 16467, DO HEREBY CERTIFY THAT THIS EASEMENT SURVEY AND LAND DESCRIPTIONS ARE BASED UPON A GROUND SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO AND IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; THIS PLAT IS NOT A LAND DIVISION AS DEFINED BY THE NEW MEXICO SUBDIVISION ACT.

SHEET DATA:

PARCEL SURVEY EXHIBIT – PROPOSED EASEMENT		
50' X 50' PLATEAU EASEMENT PARCEL		
SHEET #:	2 OF 2	SU2

Exhibit B

May 3, 2024

Mr. Terry Lease
City of Santa Fe
737 Agua Fria Street
Santa Fe, NM 87505

RE: Restricted Use Appraisal of Proposed Utility and Access Easement, Chavez Center, Santa Fe, NM

Dear Mr. Lease:

As requested I have completed an appraisal on the above referenced property and prepared a Restricted Use Appraisal Report.

The following is a Restricted Use Appraisal Letter Report, prepared in accordance with Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice. Additional supporting documentation is retained in the appraiser's workfile. The appraiser's opinions and conclusions set forth in this report may not be understood properly without additional information in the appraiser's workfile.

My scope of work included the following: An inspection of the property was completed May 1, 2024. Information concerning the subject property was obtained from public records and photos taken during the inspection. A review of market conditions, zoning and other factors was completed to arrive at a conclusion of highest and best use. A Sales Comparison Approach was completed using data obtained via public sources including local multiple listing services for vacant residential lots. The value of the land was estimated based on comparable lot sales. From this, a value for the easement was determined.

The subject consists of a part of the land for the Chavez Center, a recreational facility for the city of Santa Fe. The site is on the west side of Richards Avenue, which appears to be a private street at this point and provides access to the recreational center. We are unaware of any restrictions on the site other than the zoning by the City of Santa Fe, which is R-1. Based on these factors, the highest and best use of the site would be for single-family development if vacant.

It appears a conforming residential lot could be created on the west side of the street. The proposed easement for the equipment would encumber the rear 2,500 square feet with the line encumbering another 1,300 square feet for a total area of 3,800 square feet.

The comparable residential lot sales assembled ranged in prices between $125,000 to $180,000 and most of the lots ranged in size between 5,968 square feet and 7,085 square feet. It is our opinion that an 8,000 square foot lot could be created, which would have a market value of $150,000, or $18.75 a square foot. A 10% platting and development cost would indicate a residual land value of $16.87 a square foot, rounded to $17.00 a square foot. As the value of the utility easement would be fifty percent of the market value of the land; the value of the easement would be calculated as follows:

Land Value $17.00/SF X 50% X 3,200 SF = $29,813, Rounded to $30,000

Based on this analysis, the value of the proposed easement, as of May 1, 2024, is:

THIRTY THOUSAND DOLLARS
$30,000.

Respectfully Submitted,



Arthur O. Neudek, MAI, AI-GRS
State-Certified General Real Estate Appraiser
New Mexico License # 03468-G

ARTICLE V. PLATEAU TELECOMMUNICATIONS

ORDINANCE NO.2018-16

AN ORDINANCE

GRANTING PLATEAU TELECOMMUNICATIONS, INCORPORATED A NON-EXCLUSIVE FRANCHISE TO OPERATE A TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF SANTA FE; THE RIGHT TO USE CITY PUBLIC RIGHTS-OF-WAY TO PROVIDE TELECOMMUNICATIONS SERVICES WITHIN THE CITY; AND FIXING THE TERMS AND CONDITIONS THEREOF.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Legislative Findings.

The governing body of the city of Santa Fe finds that:

A. The granting of a franchise to Plateau Telecommunications, Incorporated ("the Company"), is necessary for the access and use of public rights-of-way to provide telecommunications services within the city limits in accordance with the terms and conditions of this Ordinance and the Telecommunications in the Public Rights-of-Way Ordinance, Article 27-2 SFCC 1987 ("Article 27-2").

B. The granting of such a franchise permits competitively neutral and non-discriminatory access to the public rights-of-way for providers of telecommunications services; and allows the city to appropriately manage the public rights-of-way in order to minimize the impact and cost to the citizens of the placement of telecommunications facilities within the public rights-of-way.

C. The granting of a franchise promotes competition among telecommunications services providers and encourages the universal availability of telecommunications services to residents and businesses of the city through the careful management of public rights-of-way.

D. It is the intent of the city in the granting of the franchise to obtain fair and reasonable compensation for the use of public rights-of-way through the collection of fees and charges, and to minimize the congestion, inconvenience, visual impact, and other adverse effects on the public rights-of-way by Company's commercial use of public rights-of-way.

E. To the extent permitted by state and federal law, the granting of a franchise allows the city to exercise such other powers, as the city may have to protect the public health, safety, and welfare, ensure the continued quality of telecommunications services, and safeguard the rights of consumers who are residents of the city.

F. In accordance with Article 27-2, Company submitted an application for a franchise on September 8, 2011.

G. The city is authorized to grant one or more non-exclusive franchises for telecommunications services within the city.

H. The city has reviewed Company's application and has determined that granting a franchise in accordance with Article 27-2 is in the public interest and in the interest of the city and its residents.

I. This franchise, as it relates to the city's costs, maintenance, management, and necessary regulation of public rights-of-way, will assist in meeting the telecommunications related needs and interests of the community.

Section 2. Franchise Terms.

In exchange for Company's compliance with the terms of this Ordinance, the provisions of Article 27-2, and other applicable city codes, there is hereby granted by the city to Company permission to use public rights-of-way to provide telecommunications services. All terms of Article 27-2 shall control Company's use of the public rights-of-way except as specifically set out in this Ordinance.

A. **Short Title; Purpose; Applicability.**

1. This Ordinance shall be cited as the "Plateau Telecommunications Franchise Ordinance".
2. The purpose of this Ordinance is to grant Company, the right, privilege, and authority to:
    a. Furnish and distribute telecommunications services in the city, by means of its network, on, over, under, along and across public rights-of-way, now or hereafter included in the boundaries of the city as such boundaries now exist or may hereafter be extended; and
    b. Construct, purchase, acquire, locate, maintain, and extend into, within, and through the city, a telecommunications network for the period and upon the terms and conditions specified in this franchise comprised of all facilities and equipment used by Company to provide telecommunications services, including but not limited to "Backhaul Equipment" and "Wireless Communication Equipment."

    This permission is not exclusive and does not prevent the city from issuing other franchises or authorizations or prevent the city itself from constructing or operating its own telecommunications network within the public rights-of-way, with or without a franchise.
3. This franchise applies to the placement of telecommunications facilities in the city's public rights-of-way.

B. **Definitions.**

Bad Debt means any portion of a debt that is related to a sale of telecommunications at retail, for which gross charges are not otherwise deductible or excludable, that has become worthless or uncollectible as determined under applicable federal income tax standards.

Department means the department of public works.

Gross Charge.

1. Includes all revenues derived directly or indirectly by a Provider from or in connection with the Telecommunications Services offered within the city through or by means of a Telecommunications Network within the city, exclusive of any Franchise Fee or tax passed through to consumers on behalf of governmental agencies, received by the Provider for services provided to customers through use of the Network. Gross Charge shall include any revenue received by a Provider or any Affiliate through any means that is intended to have the effect of evading the payment of compensation that would otherwise be paid to the city for Franchise Contract granted pursuant to this ordinance.
2. Gross Charge shall not include:
    a. Proceeds from the sale of bonds, mortgages, or other evidence of indebtedness, securities, or stocks; or
    b. Gross receipts taxes, bad debt write-offs, and customer credits; or
    c. Revenue of any Affiliate or Provider from long distance service, commercial mobile radio service, cellular, personal communications service, other wireless communications service, or directory

advertising. Each of the above are not included in the definition of Gross Charge and, therefore, are not included in the calculation of any fee due under a Franchise.

3. Gross Charge shall not include the wholesale revenue of any Provider to the extent that the Person providing such wholesale revenue to the Provider pays to the city, pursuant to an agreement with the city, an annual Franchise Fee under Section 27-2.5, or an amount equivalent thereto, calculated on the basis of such Person's Gross Charge (as defined in this ordinance) from the provision of Telecommunications Service in the city.

4. Gross Charge shall be measured and monitored periodically.

Sale of Telecommunications at Retail means the transmitting, supplying, or furnishing of telecommunications and all services rendered in connection therewith for consideration, other than between a parent corporation and its wholly owned subsidiaries or between wholly owned subsidiaries, but only when the infrastructure maintenance fee imposed by this Chapter previously has been paid to a retailer and the gross charge made by one such corporation to another such corporation is not greater than the gross charge paid to the retailer for use or consumption and not for resale.

Service Address means the location of telecommunications equipment from which telecommunications services are originated or at which telecommunications services are received. If this location is not a defined location, as in the case of wireless telecommunications, paging systems, maritime systems, air-to-ground systems and the like, "service address" shall mean the location of the customer's primary use of the telecommunications equipment as defined by the location in the city where bills are sent.

Telecommunications Network. Any System which includes facilities and/or equipment placed in the Public Rights-of-Way and used to provide any Telecommunications Service.

Telecommunications.

1. All transmissions between or among points specified by the user of information of the user's choosing (whether voice, video, or data), without change in the form or content of the information as sent and received, where such transmissions are accomplished by means of a Telecommunications Network.

2. Telecommunications shall not include cable services as defined in Title 47, Chapter 5, Subchapter V-A of the United States Code, as amended (47 USC § 521 et seq.) and shall not include telecommunications services provided and used by a public utility as that term is defined at § 62-3-3(G) NMSA 1978, or successor statute, for

    a. Its internal system communication needs; and

    b. Provided directly or indirectly to its customers, including but not limited to electronic meter reading, load control, demand side management, power quality monitoring, and other activities related to the delivery of electricity or natural gas.

Telecommunications Provider ("Provider") means:

1. Any Person who provides any Telecommunications Service within the city by means of:

    a. A Telecommunications Network owned by such Person or its Affiliate;

    b. Specifically identifiable facilities of a Telecommunications Network reserved or made available for the use of such Person or its Affiliate under a lease or any other arrangement for a term longer than one hundred and twenty (120) days; or

    c. Facilities of a Telecommunications Network not owned by such Person or its Affiliate and not specifically identifiable but obtained from another Person (including another Provider) if the use of such facilities is continuing and substantial. A Person owning or operating telecommunications facilities that merely pass through the city and such Person and facilities do not offer

Telecommunications Service to subscribers within the city shall not be subject to this Ordinance, provided that Person has received other appropriate authorization from the city to rent or occupy the Public Rights-of-Way.

2. Except to the extent that a Provider or a Person uses the Public Rights-of-Way, a Provider or any Person which provides commercial mobile radio service, cellular, personal communications service, or other wireless communications service shall not be subject to this ordinance with respect to such service.

Telecommunications Service. The offering of Telecommunications within the city for a fee directly to the public, or to such classes of users as to be effectively available directly to the public.

Trenchless excavation means any line installation, replacement or rehabilitation through the use of boring, jacking, horizontal drilling or tunneling.

Wireless Telecommunications includes cellular mobile telephone services, personal wireless services as defined in Section 704(C) of the Telecommunications Act of 1996 (Public Law Number 104-104), as now or hereafter amended, including all commercial mobile radio services and paging services.

C. **Infrastructure Maintenance Franchise Fee.**

1. Pursuant to the authority granted by section § 3-42-1 NMSA 1978 and 47 U.S.C. § 253(c), there is hereby imposed an infrastructure maintenance franchise fee upon the Company at the rate of two percent (2%) of all gross charges charged by the Company to a service address in the city for telecommunications originating or received in the city.

2. The fee imposed by this Section shall not be imposed in any circumstances in which the imposition of the fee would violate the Constitution or statutes of the United States.

D. **Filing Returns and Payment of Franchise Fee.**

1. On or before the last day of each quarter, the Company is required to pay the infrastructure maintenance fee imposed by this Section and shall file with the city a remittance return and shall pay the fee attributable to gross charges for the preceding quarter. The return shall contain such information as the director may reasonably require.

2. No later than February 28th of each year beginning in 2019, the Company shall provide to the city a report certified by an independent certified public accountant attesting to the amount of the infrastructure maintenance fees paid to the city for the preceding calendar year, and that such amount complies with the requirements of this Section.

E. **Collection of Additional Charges by Retailers.**

1. When the Company makes or effectuates a sale of telecommunications at retail, it shall pay the infrastructure maintenance fee to the city as provided by subsection C, of this Section. The fee shall constitute a debt owed by the retailer to the city.

2. The retailer may charge each customer an additional charge in an amount equal to the infrastructure maintenance fee attributed to the customer's service address in the city. This additional charge to customers shall, when collected, be stated as a distinct item on the bill to each customer separate and apart from the retailer's gross charges to its customers for telecommunications.

3. Each retailer may retain two percent (2%) of the additional charges it collects under this Chapter to reimburse itself for expenses incurred in connection with accounting for and remitting the fee to the city.

F. **Registration of Providers and Resellers.**

1. Within ninety (90) days after the effective date of the ordinance authorizing a franchise with the Company, the Company shall provide the name and address of every telecommunications reseller or other telecommunications company with whom the Company has a contractual relationship to provide telecommunications services or to make available telecommunications facilities in the public way. The Company shall have a continuing duty to file with the city, within forty-five (45) days after the date of occurrence of any changes in the information provided to the city, including the creation or termination of a contractual relationship described herein.

2. Resales. Whenever amounts are claimed to be excluded from gross charges as sales for resale, the reseller shall furnish to the Company the reseller's resale information. The Company shall retain the resale information with its books and records.

G. **Maintaining Books and Records.** The Company shall keep accurate books and records of its business or activity, including original source documents and books of entry denoting the transactions that gave rise, or may have given rise, to any liability or exemption. All such books and records shall, at all times during business hours of the day, be subject to and available for inspection by the city with twenty-four (24) hour notice.

H. **Insurance Requirements.** Company shall comply with the provisions of Section 27-2.9 SFCC 1987, and Company shall obtain and maintain in full force and effect throughout the term of this franchise the following types of insurance:

1. Commercial comprehensive general liability insurance;

2. Workers' Compensation insurance as required by law; and

3. Commercial automobile liability insurance providing a minimum coverage in the amount required under the New Mexico Tort Claims Act.

I. **Term of Franchise.** The term of this franchise, and the rights, privileges, and authority granted hereunder shall continue for a period of ten (10) years from the effective date hereof. The term of this franchise shall automatically be renewed annually unless Company provides notice to city of its intent not to renew at least thirty (30) days prior to expiration of the then current term. Company may surrender permits at any time and remove its telecommunications facilities at any particular location upon thirty (30) days' prior written notice to city. Company shall not be obligated to pay the franchise fee for such location following removal of its telecommunications facilities.

J. **Indemnity.** Company and city agree to defend, indemnify, and hold harmless each other and its officials, agents, volunteers, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from the activities of the indemnifying party pursuant to this franchise, except to the extent caused by the negligence or willful misconduct of the indemnitee or by reason of any asserted act or omission, neglect, or misconduct of the indemnitee, or it's agents or employees, or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage. Neither party shall be liable to the other for consequential, indirect or punitive damages (including lost revenues, loss of service, or loss of data) for any cause of action, whether in contract, tort or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. The maximum liability of either party to the other hereunder shall be the amount paid or payable during the preceding twelve (12) months.

K. **Violations and Penalties.** If the Company fails to pay the infrastructure maintenance franchise fee, as provided by this Chapter, the Company shall be subject to a fine of one hundred dollars ($100.00) for each day that the failure to pay continues. Each day that the Company fails to pay shall constitute a separate and

distinct violation under this Chapter. Any retailer that becomes subject to this fine may be enjoined from doing business in the city until the Company has paid all sums due under this Chapter.

Any telecommunications company who otherwise violates this Chapter shall be subject to a fine of one hundred dollars ($100.00) for each offense. Each day the violation continues shall constitute a separate offense.

L. **Dispute Resolution Provision.**

1. In the event of any other dispute arising from or relating to the franchise or breach thereof, and if the dispute cannot be settled through negotiations, the following process will be followed during which any of the above remedies and penalties may be imposed.

2. All disputes will be mediated prior to litigation. The costs of such mediation will be equally split. The place of the mediation session shall be in Santa Fe, New Mexico. The city and the Company will select a mediator or mediators by mutual agreement and, in cooperation with the mediator(s), shall determine all necessary rules and procedures for the mediation. The city and the Company will fully cooperate in the mediation activities. All mediation communications shall be confidential, not subject to disclosure and shall not be used as evidence in any arbitration, judicial, or administrative proceeding, as set forth in the Mediation Procedures Act, NMSA 1978, §§ 44-7b-1 through 44-7b-6.

M. **Unauthorized Use of Public Rights-of-Way Unlawful.** In accordance with Section 27-2.12 SFCC 1987, Company shall not:

1. Use public rights-of-way without authorization to provide telecommunications services.

2. Place facilities on public structures or public utility infrastructure to provide telecommunications services which are not allowed under the terms of this franchise.

Each unauthorized use shall be deemed to be a distinct and separate offense. The provisions of this paragraph do not apply to any dispute between the city and Company under this franchise where the city alleges that Company has failed to comply with the terms of this franchise.

N. **Land Use Review.** After approval of this franchise by the governing body, if Company proposes to construct additional telecommunications facilities the applicant shall comply with the provisions of Section 27-2.19.

O. **Compliance with Law.**

1. Company and city shall comply with the terms and conditions of Article 27-2 SFCC 1987 except as set forth herein, all other applicable city ordinances, and federal and state laws.

2. Company is explicitly subject to the police powers of the city, all other applicable governmental powers, and the city's rights under state and federal laws.

P. **Severability.** The requirements and provisions of this Ordinance and its sections, parts, subparts, paragraphs, and clauses are severable. In the event that any requirement, provision, section, part, subpart, paragraph, or clause of this Ordinance, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the governing body that the remainder of the Ordinance be enforced to the maximum extent possible consistent with the purposes of this Ordinance.

Q. **Effective Date; Publication.** As provided by NMSA 1978, Section 3-42-1, this Ordinance shall not become effective until at least thirty (30) days after its adoption, during which time this Ordinance shall be twice published in full, not less than seven days apart. As required by law, Company shall pay the publication cost.

R. **Acceptance.** Company, within thirty (30) days of the date of adoption of this Ordinance, shall file with the city clerk an unconditional acceptance of this Ordinance, on a form prescribed by the city. Within ten (10) days after the filing of the acceptance, the city clerk shall acknowledge in writing the receipt of Company's acceptance. If Company does not file said acceptance this Ordinance shall not be or become effective.

S. **Notice.** For the purpose of this Ordinance:

1. Notice to the city shall be to:

   City Manager
   City of Santa Fe
   Post Office Box 909
   Santa Fe, New Mexico 87504-0909

   With a copy to:

   City Attorney
   City of Santa Fe
   Post Office Box 909
   Santa Fe, New Mexico 87504-0909

2. Notice to Company will be to:

   Attn.: Launa Waller, Regulatory Manager
   Plateau Telecommunications, Inc.
   7111 North Prince Street
   Clovis, NM 88101

3. Notice shall be effective upon delivery at the above addresses until the city or Company notifies the other in writing, of a change in address. All notices shall be delivered personally or sent by certified mail, return receipt requested to the parties at their respective addresses set forth above.

PASSED, APPROVED and ADOPTED this 9th day of May, 2018. ALAN M. WEBBER, MAYOR

ATTEST: YOLANDA Y. VIGIL,
CITY CLERK

APPROVED AS TO FORM: GENO ZAMORA, INTERIM CITY ATTORNEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/1/2024

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 Telcom Insurance Services Corporation 1700 East Douglas Avenue Wichita KS 67214	**CONTACT NAME:** Valerie M. Townsend **PHONE (A/C, No, Ext):** 301-220-1082 **FAX (A/C, No):** 316-267-8358 **E-MAIL ADDRESS:** vmt@telcominsgrp.com
INSURED ENMRTEL-02 ENMR Telephone Cooperative 7111 North Prince Street P.O. Box 1450 Clovis NM 88102-1947	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Great American Insurance Company **INSURER B :** Great American Insurance Group — 16691 **INSURER C :** CNA Insurance Companies **INSURER D :** Rural Trust Insurance Company — 11134 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 893074270 **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 [ ] PRO-JECT [X] LOC [ ] OTHER:			PAC 4067579	10/1/2024	10/1/2025	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 $ 2,000,000 $ 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			CAP 4067580	10/1/2024	10/1/2025	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			EXC3652157	10/1/2024	10/1/2025	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
D C	CYBER SECURITY W/ TECH E&O EXCESS LIABILITY (PER OCCURENCE)			RTIC-01094-01 7011459390	9/4/2024 10/1/2024	9/4/2025 10/1/2025	CYBER AGGREGATE LIMIT EXCESS AGGREGATE EXCESS PER OCCURENCE	$5,000,000 $10,000,000 $10,000,000

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

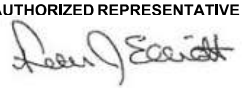
CERTIFICATE HOLDER

The City of Santa Fe, New Mexico
P.O. Box 909
Santa Fe NM 87504
United States

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Telcom Insurance Services Corp.	ENMR Telephone Cooperative
POLICY NUMBER	7111 N Prince St/PO Box 1450
PAC 4067579	
CARRIER / NAIC CODE	Clovis, NM 88102
Great American Insurance Company / TTT34	

ADDITIONAL REMARKS EFFECTIVE DATE: 10/1/2023

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER:

Coverage is provided for ENMR Telephone Cooperative and additional Named Insureds;subsidiaries as follows:

ENMR Plateau
Plateau TeleCommunications, Inc.
Saron Technology,LLC

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NGUYEN, NINA A.

From: MCDONALD, MELISSA A.
Sent: Friday, December 13, 2024 6:41 AM
To: LEASE, TERRY J.; VIGIL, EDWARD J.
Cc: NGUYEN, NINA A.; SPURLIN, CUONG P.; STINETT, BRIAN J.; TUCKER, MARIA E.; PITCHER, RYAN S.
Subject: RE: Plateau Telecommunications fiber in Santa Fe - Setbacks
Attachments: Plateau Santa Fe CO easement with the City of Santa Fe.pdf

Hi Terry,

We're on board with this as long as our fencing and tree requests are accommodated. Please let us know if you want final inspection and acceptance.

Thank you,
Melissa

Melissa McDonald, PLA
Parks and Open Space Division Director
mamcdonald@santafenm.gov
505-303-9502

CITY OF SANTA FE
PARKS & OPEN SPACE

From: Nick Chalker <nchalker@plateautel.com>
Sent: Thursday, December 12, 2024 4:59 PM
To: LEASE, TERRY J. <tjlease@santafenm.gov>; VIGIL, EDWARD J. <ejvigil@santafenm.gov>
Cc: NGUYEN, NINA A. <nanguyen@santafenm.gov>; MCDONALD, MELISSA A. <mamcdonald@santafenm.gov>; SPURLIN, CUONG P. <cpspurlin@santafenm.gov>; STINETT, BRIAN J. <bjstinett@santafenm.gov>; TUCKER, MARIA E. <metucker@santafenm.gov>; Nick Chalker <nchalker@plateautel.com>
Subject: RE: Plateau Telecommunications fiber in Santa Fe - Setbacks

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.

Terry,

I have attached the draft easement document for review. Please Let me know if you have any questions.

Thank you very much!

NGUYEN, NINA A.

From: VIGIL, EDWARD J.
Sent: Wednesday, September 11, 2024 11:38 AM
To: Nick Chalker
Cc: NGUYEN, NINA A.; LEASE, TERRY J.; MCDONALD, MELISSA A.; SPURLIN, CUONG P.; STINETT, BRIAN J.; TUCKER, MARIA E.; BURNETT, SAM; FARRELL, TIMOTHY G.
Subject: RE: Plateau Telecommunications fiber in Santa Fe - Setbacks
Attachments: Plateau.Easementdraft.9.11.24PNG.PNG

Good morning All, the proposed configuration for the enclosure area should be OK if it does not interfere with City infrastructure in the site, but the alignment of the access road needs to be evaluated as the drawing does not show that it intersects with the facility driveway and there is a street light located in the alignment which needs to be moved? Also the drawing does not designate easement(s) for the wiring extending to and from the site and the driveway is also going to be utilized for the utility extension, thereby the drawing also needs to show the driveway once location is confirmed and any additional easement area(s) as part of the easement premises and those area(s) should be added to the enclosure area to determine the extent of use and basis of the calculated value of the easement to the City. Also the survey noted two easements for access in the area of the driveway and enclosure area which have been vacated by the referenced lot line adjustment plat and those easement references should be removed from the drawing. Let me know if you have questions, have a good day.

From: Nick Chalker <nchalker@plateautel.com>
Sent: Thursday, August 22, 2024 10:33 AM
To: LEASE, TERRY J. <tjlease@santafenm.gov>; MCDONALD, MELISSA A. <mamcdonald@santafenm.gov>; SPURLIN, CUONG P. <cpspurlin@santafenm.gov>; STINETT, BRIAN J. <bjstinett@santafenm.gov>; TUCKER, MARIA E. <metucker@santafenm.gov>; BURNETT, SAM <jsburnett@santafenm.gov>; FARRELL, TIMOTHY G. <tgfarrell@santafenm.gov>; VIGIL, EDWARD J. <ejvigil@santafenm.gov>
Cc: NGUYEN, NINA A. <nanguyen@santafenm.gov>; Nick Chalker <nchalker@plateautel.com>
Subject: RE: Plateau Telecommunications fiber in Santa Fe - Setbacks

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Terry,

I have attached the survey for the proposed lease location. Please review and let me know when you would like to schedule an on-site meeting with Plateau.

Thank you very much!

Nick Chalker
Right Of Way Supervisor
Plateau
7111 N. Prince
Clovis, NM 88101
Direct: 575-389-4243
Cell: 575-309-1404
nchalker@plateautel.com

NGUYEN, NINA A.

From: WHEELER, REGINA A.
Sent: Thursday, March 21, 2024 11:47 AM
To: LADD, ALEXANDRA G.; NGUYEN, NINA A.; LEASE, TERRY J.
Subject: RE: Plateau Telecommunications fiber in Santa Fe - Lease or Easement at GCCC

Ok, got it. Thank you.

Nina and Terry, seems you have all staff approvals you need for this.

Regina

From: LADD, ALEXANDRA G. <agladd@santafenm.gov>
Sent: Thursday, March 21, 2024 11:22 AM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>; NGUYEN, NINA A. <nanguyen@santafenm.gov>; LEASE, TERRY J. <tjlease@santafenm.gov>
Subject: RE: Plateau Telecommunications fiber in Santa Fe - Lease or Easement at GCCC

I'm having difficulty placing this parcel but if it's the one near the entrance to GCCC, it's not on the feasibility study list. Nor is it big enough to support anything of a size that's financially feasible.

From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Thursday, March 21, 2024 10:21 AM
To: NGUYEN, NINA A. <nanguyen@santafenm.gov>; LEASE, TERRY J. <tjlease@santafenm.gov>; LADD, ALEXANDRA G. <agladd@santafenm.gov>
Subject: FW: Plateau Telecommunications fiber in Santa Fe - Lease or Easement at GCCC

Thank you Terry and Nina for additional information on this.

One other person that we should check with is Alexandra Ladd since the land in front of GCCC was once identified as a potential location for affordable housing. Just want to be sure that this easement would not reduce the feasibility of affordable housing on this site if that is still a consideration.

Regina

From: LEASE, TERRY J. <tjlease@santafenm.gov>
Sent: Thursday, March 21, 2024 7:36 AM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Cc: NELSON, JOHANNA C. <jcnelson@santafenm.gov>; WORSTELL, LARRY F <lfworstell@santafenm.gov>; TUCKER, MARIA E. <metucker@santafenm.gov>; STINETT, BRIAN J. <bjstinett@santafenm.gov>; NGUYEN, NINA A. <nanguyen@santafenm.gov>
Subject: RE: Plateau Telecommunications fiber in Santa Fe - Lease or Easement at GCCC

Adding Regina so we are all on the same string.

Good morning Regina,

We have a request from Plateau Telecommunications, Inc for a lease or easement for a 50'x50' portion of land at the GCCC to place a pre-fabricated 12' x 21' building for a fiber hub. The proposed location is in the attached PDF. I believe they already have equipment on-site. They are building fiber from Santa Fe to Albuquerque to add redundancy to the Santa Fe fiber ring. Are you OK with this request (below)? Thanks

Plateau has won an NTIA federal award to build fiber from Santa Fe to Albuquerque to add redundancy to the Santa Fe fiber ring. This will include 400G transport and core IP routing electronics to support mobile backhaul to Tier 1 cell providers, 100G + connections to the State of NM DoIT, Office of Broadbands SEN network and other Plateau services provided throughout the Santa Fe service area.

Request:
My name is Nick Chalker and I am with the Right-of-Way Office at Plateau Telecommunications, Inc in Clovis, NM. You may have recently been in communications with Regan Williams and J.J. Bender of Plateau regarding our grant from the NTIA for construct a new fiber optic cable circuit from Tijeras on I40 up NM Highway 14 to Santa Fe. Plateau currently has a Central Office (CO) co-located with RediNet near the Chavez Community Center. As part of this new fiber build, Plateau is needing to expand our network capability in Santa Fe with a new CO location. To keep from major fiber cable builds to relocate the CO location, Plateau wanted to reach out to the City of Santa Fe about leasing a 50' x 50' area near the Chavez Community Center. The proposed location is shown in the attached exhibit map. This location would require an approximate 130' of fiber construction to tie into our existing fiber network. Within the 50' x 50' fenced area, Plateau would place a pre-fabricated 12' x 21' building to house all the electronics necessary to provide the fiber network with its backhaul transport and customer distribution. In addition to the building, a backup generator along with a propane tank for the generator would be placed in case of commercial power outages. The setup would be very similar to the RediNet site on the South side of the fence on the Fair Grounds property.

Terry Lease
Asset Development Manager
Office of Economic Development
737 Agua Fria Street
Santa Fe, NM 87501
Mobile (505) 629-2206
City of Santa Fe
The Oldest Capital City in the United States

From: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Sent: Wednesday, March 20, 2024 5:23 PM
To: LEASE, TERRY J. <tjlease@santafenm.gov>
Subject: FW: Plateau Telecommunications fiber in Santa Fe - Lease or Easement at GCCC

Hello Terry,

Can you provide some info on this so we can route it to the right people to review? Is it on City owned land? If so, what facility is it near? Is it in the right of way?

Thanks,
Regina

From: TUCKER, MARIA E. <metucker@santafenm.gov>
Sent: Wednesday, March 20, 2024 3:06 PM
To: WHEELER, REGINA A. <rawheeler@santafenm.gov>
Subject: Fw: Plateau Telecommunications fiber in Santa Fe - Lease or Easement at GCCC

Regina,
Who should approve this?
Thanks for your help.
Maria

Maria Sanchez-Tucker

Community Services Director

City of Santa Fe | Community Health and Safety Department | Community Services

Office: (505) 955-6638 | Cell: 505-490-3372 | Email: metucker@santafenm.gov

https://santafenm.gov/community-services

From: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Sent: Wednesday, March 20, 2024 12:42 PM
To: TUCKER, MARIA E. <metucker@santafenm.gov>
Subject: FW: Plateau Telecommunications fiber in Santa Fe - Lease or Easement at GCCC

Hey Maria,
I'm not sure why I was added to this, I let Terry know you and Brian would be the point of contact for GCCC.

Best,

Julie

From: LEASE, TERRY J. <tjlease@santafenm.gov>
Sent: Wednesday, March 20, 2024 9:57 AM
To: BLAIR, JOHN W. <jwblair@santafenm.gov>; NELSON, JOHANNA C. <jcnelson@santafenm.gov>; NGUYEN, NINA A. <nanguyen@santafenm.gov>
Cc: SANCHEZ, JULIE J. <jjsanchez@santafenm.gov>
Subject: FW: Plateau Telecommunications fiber in Santa Fe - Lease or Easement at GCCC

Manager Blair,
We have a request from Plateau Telecommunications, Inc for a lease or easement for a 50'x50' portion of land at the GCCC to place a pre-fabricated 12' x 21' building for a fiber hub. The proposed location is in the attached PDF. They are building fiber from Santa Fe to Albuquerque to add redundancy to the Santa Fe fiber ring. Are you OK with this request (below)? Thanks

Plateau has won an NTIA federal award to build fiber from Santa Fe to Albuquerque to add redundancy to the Santa Fe fiber ring. This will include 400G transport and core IP routing electronics to support mobile backhaul to Tier 1 cell providers, 100G + connections to the State of NM DoIT, Office of Broadbands SEN network and other Plateau services provided throughout the Santa Fe service area.

Request:
My name is Nick Chalker and I am with the Right-of-Way Office at Plateau Telecommunications, Inc in Clovis, NM. You may have recently been in communications with Regan Williams and J.J. Bender of Plateau regarding our grant from the NTIA for construct a new fiber optic cable circuit from Tijeras on I40 up NM Highway 14 to Santa Fe. Plateau currently has a Central Office (CO) co-located with RediNet near the Chavez Community Center. As part of this new fiber build, Plateau is needing to expand our network capability in Santa Fe with a new CO location. To keep from major fiber cable builds to relocate the CO location, Plateau wanted to reach out to the City of Santa Fe about leasing a 50' x 50' area near the Chavez Community Center. The proposed location is shown in the attached exhibit map. This location would require an approximate 130' of fiber construction to tie into our existing fiber network. Within the 50' x 50' fenced area, Plateau would place a pre-fabricated 12' x 21' building to house all the electronics necessary to provide the fiber network with its backhaul transport and customer distribution. In addition to the building, a backup generator along with a propane tank for the generator would be placed in case of commercial power outages. The setup would be very similar to the RediNet site on the South side of the fence on the Fair Grounds property.

Terry Lease
Asset Development Manager
Office of Economic Development
737 Agua Fria Street
Santa Fe, NM 87501
Mobile (505) 629-2206
City of Santa Fe
The Oldest Capital City in the United States

From: LEASE, TERRY J.
Sent: Thursday, January 25, 2024 11:12 AM
To: OCHOA, KYRA R. <krochoa@santafenm.gov>; NGUYEN, NINA A. <nanguyen@santafenm.gov>; NELSON, JOHANNA C. <jcnelson@santafenm.gov>
Subject: FW: Plateau Telecommunications fiber in Santa Fe - Lease or Easement at GCCC

Good morning Kyra,
We have a request from Plateau Telecommunications, Inc for a lease or easement for a 50'x50' portion of land at the GCCC to place a pre-fabricated 12' x 21' building for a fiber hub. The proposed location is in the attached PDF. If approved this would go thru committees and to the GBody. We first wanted your input, and the request is below. Thanks

My name is Nick Chalker and I am with the Right-of-Way Office at Plateau Telecommunications, Inc in Clovis, NM. You may have recently been in communications with Regan Williams and J.J. Bender of Plateau regarding our grant from the NTIA for construct a new fiber optic cable circuit from Tijeras on I40 up NM Highway 14 to Santa Fe. Plateau currently has a Central Office (CO) co-located with RediNet near the Chavez Community Center. As part of this new fiber build, Plateau is needing to expand our network capability in Santa Fe with a new CO location. To keep from major fiber cable builds to relocate the CO location, Plateau wanted to reach out to the City of Santa Fe about leasing a 50' x 50' area near the Chavez Community Center. The proposed location is shown in the attached exhibit map. This location would require an approximate 130' of fiber construction to tie into our existing fiber network. Within the 50' x 50' fenced area, Plateau would place a pre-fabricated 12' x 21' building to house all the electronics necessary to provide the fiber network with its backhaul transport and customer distribution. In addition to the building, a backup generator along with a propane tank for the generator would be placed in case of commercial power outages. The setup would be very similar to the RediNet site on the South side of the fence on the Fair Grounds property.

Terry Lease
Asset Development Manager
Office of Economic Development
737 Agua Fria Street
Santa Fe, NM 87501
Mobile (505) 629-2206

From: Nick Chalker <nchalker@plateautel.com>
Sent: Wednesday, January 24, 2024 8:17 AM
To: LEASE, TERRY J. <tjlease@santafenm.gov>
Cc: NELSON, JOHANNA C. <jcnelson@santafenm.gov>; NGUYEN, NINA A. <nanguyen@santafenm.gov>; Nick Chalker <nchalker@plateautel.com>
Subject: RE: Plateau Telecommunications fiber in Santa Fe

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Terry,

Yes, Plateau does have a franchise agreement with the City of Santa Fe.

Thank you very much!

Nick Chalker
Right Of Way Team Lead
Plateau
7111 N. Prince
Clovis, NM 88101
Direct: 575-389-4243
Cell: 575-309-1404
nchalker@plateautel.com

From: Nick Chalker
Sent: Wednesday, December 20, 2023 1:54 PM
To: jwblair@santafenm.gov
Cc: Nick Chalker <nchalker@plateautel.com>
Subject: Plateau Telecommunications fiber in Santa Fe

Hello Mr. Blair,

My name is Nick Chalker and I am with the Right-of-Way Office at Plateau Telecommunications, Inc in Clovis, NM. You may have recently been in communications with Regan Williams and J.J. Bender of Plateau regarding our grant from the NTIA for construct a new fiber optic cable circuit from Tijeras on I40 up NM Highway 14 to Santa Fe. Plateau currently has a Central Office (CO) co-located with RediNet near the Chavez Community Center. As part of this new fiber build, Plateau is needing to expand our network capability in Santa Fe with a new CO location. To keep from major fiber cable builds to relocate the CO location, Plateau wanted to reach out to the City of Santa Fe about leasing a 50' x 50' area near the Chavez Community Center. The proposed location is shown in the attached exhibit map. This location would require an approximate 130' of fiber construction to tie into our existing fiber network. Within the 50' x 50' fenced area, Plateau would place a pre-fabricated 12' x 21' building to house all the electronics necessary to provide the fiber network with its backhaul transport and customer distribution. In addition to the building, a backup generator along with a propane tank for the generator would be placed in case of commercial power outages. The setup would be very similar to the RediNet site on the South side of the fence on the Fair Grounds property.

Plateau has similar leases for CO's in Belen and Mountainair. If this would be of interest to the City of Santa Fe, I can draft up a lease and send for your review.

If you have any questions, comments, or concerns, please contact me. I look forward to hearing from you.

Thank you very much!

Nick Chalker
Right Of Way Team Lead
Plateau
7111 N. Prince
Clovis, NM 88101
Direct: 575-389-4243

Cell: 575-309-1404
nchalker@plateautel.com



PLATEAU

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This message or any part thereof is not to be forwarded, disclosed, copied, or distributed except as needed for business purposes.

NGUYEN, NINA A.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Friday, September 29, 2023 9:31 AM
To: NGUYEN, NINA A.
Subject: RE: Signature requested on "Las Estrellas Procurement Determination Request Packet 09.26.23"

Hi Nina, I don't need to see items associated with Real Property.

Thank you.

Regards,

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

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

From: Adobe Acrobat Sign on behalf of Nina Nguyen
Sent: Wednesday, September 27, 2023 7:48 AM
To: DUTTON-LEYDA, TRAVIS K.
Subject: Signature requested on "Las Estrellas Procurement Determination Request Packet 09.26.23"

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Signature:

Email: tjlease@santafenm.gov

Signature: Johanna Nelson (Feb 18, 2025 12:02 MST)

Email: jcnelson@santafenm.gov

CITY OF SANTA FE

Date: **January 22, 2025**

To: **Governing Body**

Regina Wheeler
Regina Wheeler (Feb 10, 2025 10:55 MST)

Via: **Regina Wheeler, Public Works Department Director**
Melissa A. McDonald, Parks and Open Space Division Director MMc
MMc

From: **Scott A. Overlie, Public Works Project Manager** sao
sao

ACTION:
Request Approval of a New Mexico Department of Finance and Administration General Fund 93100 Capital Appropriation Project Grant 24-I3138 in the Amount of $438,000 for Improvements at Los Prados Park with a Reversion Date of June 30, 2028. (Scott A. Overlie, Parks and Open Space PW Project Manager; saoverlie@santafenm.gov)

1. Approval of a Budget Amendment Resolution (BAR) to Allocate the DFA Funding in the Amount of $438,000 into FY25 Parks and Trails CIP Revenue and WIP Construction.

BACKGROUND AND SUMMARY:
This grant will help fund the planning, design, construction, and equipping of Los Prados Park, a new community park located near the intersection of South Meadows Rd. and Rufina Rd. in Santa Fe, NM. The majority of the work and funding will be provided by Homewise, Inc., the Developer responsible for the park's creation as part of new homes and an affordable housing development. The park elements have been determined through Early Neighborhood Notification and stakeholder meetings conducted by the Developer, in compliance with the Land Use Code. The community park and its elements are required part of the phase I construction.

Funding Source: DFA Grant 24-I3138
Fund Name/Number: Parks/Trails CIP / 355
Munis Org Name/Number: Parks/Trails CIP / 3559980
Munis Expenditure Object Name/Number: WIP Construction / 572970
Munis Revenue Object Name/Number: NM DFA / 490210
Project Ledger Number: PRK2535505

ATTACHMENTS:
Grant Agreement
BAR

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Roadways & Trails CIP	11/8/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - Los Prados Park Play Equip/Fixtures	3559980	572970	PRK2535505	438,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
DFA 24-I3138 - Los Prados Park	3559980	490210	PRK2535505	(438,000)	
				$ -	$ -

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

Agreement with NM Dept of Finance and Administration to Equip Los Prados Park in the total amount of $438,000.

Term Date 06/30/2028 (DFA 24-I3138)

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

Halona Crowe — 11/8/2024
Prepared By *{print name}* — Date

Melissa McDonald — Jan 29, 2025
Division Director Signature — Date

Regina Wheeler — Feb 10, 2025
Regina Wheeler (Feb 10, 2025 10:55 MST)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Feb 10, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF SANTA FE**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 66, Section 28, Paragraph 496**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

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

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

24-I3138 $438,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 28, Paragraph 496, Four Hundred Thirty-Eight Thousand ($438,000.00), from the General Fund 93100 to plan, design, construct and equip a community park in Santa Fe in Santa Fe county;

The Grantee's total reimbursements shall not exceed Four Hundred Thirty-Eight Thousand $438,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero $0.00, which equals Four Hundred Thirty-Eight Thousand $438,000.00 (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

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

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

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

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

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

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

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

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

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

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

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

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

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

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

---

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: CITY OF SANTA FE
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

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

Grantee: CITY OF SANTA FE
Name: Emily K. Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

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

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2028** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

i. Termination due to completion of the Project before the Reversion Date; or
ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
iii. Termination for violation of the terms of this Agreement; or
iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

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

i. request such additional information regarding the Project as it deems necessary; and
ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:
   i. The Grantee must submit a Request for Payment; and
   ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
   iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

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

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:
   i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
   ii. Twenty (20) days from date of Early Termination; or

iii. Twenty (20) days from the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

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

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

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

B. The Grantee hereby represents and warrants the following:

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

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

iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

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

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

vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

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

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

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

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

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

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

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

Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF SANTA FE** or the Department"

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

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

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

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
   1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
   2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
   3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
   4. terminate this Agreement pursuant to Article V(A) of this Agreement.

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

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

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

_____
Entity Name

_____
Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

_____
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

_____
By:

Its: Cabinet Secretary or Designee

_____
Date

IN WITNESS WHEREOF, the parties have executed this Capital Appropriation Project as of the dates set forth below.

CITY OF SANTA FE:

SEE PAGE 10

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (Nov 8, 2024 09:09 MST)

ASSISTANT CITY ATTORNEY

FINANCE DIRECTOR:

Emily K. Oster

EMILY OSTER

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

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

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

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

G. Grant Balance: _____

H. Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

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

IV. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification:

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

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

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

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

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

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

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

CITY OF SANTA FE

Date: December 18, 2024

To: Governing Body

From: Zoë Isaacson, River and Watershed Manager

Via: Regina Wheeler, Public Works Department Director RW
Melissa McDonald, Parks and Open Space Division Director MMc

Subject: Contract No.3203880 Amendment #1 (Arroyo de los Chamisos North Fork Sites 1 & 2)

Vendor Name: EMCO of Santa Fe, LLC

Munis Vendor Number 1361

ACTION:
Request for Approval of Amendment No.1 to Contract No. 3203880, Construction Contract, With EMCO of Santa Fe, LLC, for Construction Services Increasing the Compensation by $23,460 For a New Total Compensation of $421,362.50 Excluding Gross Receipts Tax.

CONTRACT NUMBER:
The FY23 Munis contract number is 3203880.

BACKGROUND AND SUMMARY:
This Amendment adds scope and cost to the construction contract for changes in field conditions that arose between final design and the beginning of construction. The dynamic nature of arroyos can significantly alter conditions alter storm events. In this instance, infrastructure essential to the design, was washed out and required repair before completing the erosion control and bank repair project.

This project was initially identified as a priority after damages from the historic 2018 flood were document. As a result, this project was later listed as a priority in the Stormwater Management Strategic Plan, approved by the Governing Body in 2019. The project is currently 50% completed and is expected to be fully constructed by April of 2025.

Prior Approvals and Supporting Information:

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

ITB no 23/19/B was advertised on December 19th, 2022. The Bid Opening occurred on January 17th with two successful bidders; EMCO of Santa Fe, LLC was ultimately awarded the contract. Munis contract n. 3203880 was approved by the Governing Body and signed by the City Clerk on April 12th, 2023.

Chief Procurement Officer (CPO) / Designee:_____ Date: Jan 6, 2025
CPO Comment/Exceptions:_____

FUNDING SOURCE:
Fund Name/Number: CIP NM Environment Dept./RLF
Munis Org Name/Number: Stormwater/2310411
Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee: Andy Hopkins Date: Jan 6, 2025

Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:
Does this purchase require any of the following associated approvals: ☑ Yes ☐ No
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? ☐ Yes ☑ No
Approval _____ Title: _____ Date: _____
Comment/Exceptions: _____

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

Construction, Facilities, Furniture, Equipment included? ☐ Yes ☑ No
Approval _____ Title: _____ Date: _____
Comment/Exceptions: _____

Capital Asset * or Project**? ☑ Yes ☐ No
Project Ledger: EPM2323102
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,0000 or more)
Approval Jessie Bolden Title: Controller Date: Jan 8, 2025
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☐ Yes ☑ No
Approval _____ Title: _____ Date: _____
Comment/Exceptions: _____

ATTACHMENTS:
Procurement Document:
ITB
Vendor's Bid

Construction Contract

Amendment No. 1
Certification of Liability Insurance (COI) Contract

Item#_____
Munis Contract#3203880
Original Contract Item# 23-0164
SWPA/GSA/Coop/RFP/ITB #: 23-19-B

CITY OF SANTA FE
AMENDMENT No. 1 TO
CONSTRUCTION CONTRACT
ITEM# 23-0164

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE CONSTRCUTION CONTRACT, dated April 12, 2023 (the "Contract"), between the City of Santa Fe (the "City") and Espanola Mercantile Company (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the construction services for the 600C (CWSRF-088)- Erosion Control and Bank Repair at Arroyo de Los Chamisos project:

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 $23,460.00 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 at the rate not to exceed four hundred twenty-one thousand three hundred and sixty-two dollars and fifty cents. $421,362.50 excluding gross receipts tax. The New Mexico gross receipts tax levied on amounts payment under this Agreement shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

Base Bid:	$397,902.50
Amendment 1:	$23,460.00
Gross Receipts Tax (8.1875%):	$34,499.05
Construction total plus NMGRT:	$455,861.55

The total amount payable to the Contractor under this agreement, including gross receipts tax and expenses, shall not exceed ($455,861.55). 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 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. CONTRACT IN FULL FORCE.

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

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

set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Espanola Mercantile Company

Kevin L Harrison
Kevin L Harrison (Dec 17, 2024 16:19 MST)
Kevin Harrison, Project Manager

DATE: Dec 17, 2024

Registration # _____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Dec 17, 2024 17:32 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

Santa Fe Engineering Consultants, LLC
S F E C
Civil and Traffic Engineering
Construction Management
Land Development
1599 St Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641

October 25, 2024

Zoë Isaacson
River and Watershed Manager
1142 Siler Road, Building C.
Santa Fe, NM 87504

Arroyo De Los Chamisos North Fork Sites 1 and 2 (Arroyo De Los Pinos)

RE: EMCO Change Order #1 – Additional Gabion Baskets

Dear, Zoë.

Santa Fe Engineering Consultants, LLC. has reviewed the attached Change Order #1 request from EMCO, and hereby approves of the costs for additional gabions.

This request for a change is due to existing gabion tie-in points called out in the plans were destroyed and no longer in place in the time since the design survey was performed in April 2020 and the start of construction in 2024.

Sheet 5-1 from the Construction Documents show three "tie to existing gabion" calls and are included herein for clarity as Exhibit 3.

The cost of the work includes all parts, labor, insurance, overhead and profit for the Contractor and their Sub to complete the work.

Please let us know if there are any questions or concerns.

Respectfully,

Richard Silva
Construction Manager
Santa Fe Engineering Consultants, LLC.

CHANGE ORDER NO.: 1

Owner:	City of Santa Fe	Owner's Project No.:	600C(CWSRF 008)
Engineer:	Eric Cornelius	Engineer's Project No.:	600C(CWSRF 008)
Contractor:	EMCO	Contractor's Project No.:	6661
Project:	Erosion Control and Bank Repair at Arroyo de Los Chamisos North Fork -Site 1 & 2		
Contract Name:	600C (CWSRF 008)		
Date Issued:	October 11, 2024	Effective Date of Change Order:	October 11, 2024

The Contract is modified as follows upon execution of this Change Order:

Description:

At Site 1, additional gabion baskets were installed on both the east and west sides of the arroyo. On the east side, 42 feet of 9-foot-tall gabion baskets are needed, while the west side needs 10 feet of 9-foot-tall gabion basket. Additionally, 17 feet of fill material will be placed between the east and west gabion structures.

Attachments:

Exhibit No. 1 Sign Contract
Exhibit No. 2 Change Order Recommendation/Description/Backup
Exhibit No. 3 Sheet 5-1 from the Construction Documents.

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 430,978.15	Original Contract Times: Substantial Completion: 7/22/2024 Ready for final payment: 1/22/2025
Increase from previously approved Change Orders No. 0 to No.1: $ 25,380.79	Increase from previously approved Change Orders No.0 to No. 1: Substantial Completion: 7/22/2024 Ready for final payment: 1/22/2025
Contract Price prior to this Change Order: $ 430,978.15	Contract Times prior to this Change Order: Substantial Completion: 7/22/2024 Ready for final payment: 1/22/2025
Increase this Change Order: $ 25,380.79	Increase this Change Order: Substantial Completion: 7/22/2024 Ready for final payment: 1/22/2025
Contract Price incorporating this Change Order: $ 456,358.94	Contract Times with all approved Change Orders: Substantial Completion: 7/22/2024 Ready for final payment: 1/22/2025

Recommended by Engineer (if required)	Authorized by Owner
By: Eric Cornelius P.E., C.F.M.	Zoe Isaacson
Title: Engineer	River and Watershed Manager City of Santa Fe
Date: 10/9/2024	10/17/2024
Authorized by Owner	Approved by Funding Agency (if applicable)
By:	Stephanie DuBois
Title:	Project Manager
Date:	Oct 28, 2024
	Stephanie DuBois Stephanie DuBois (Oct 28, 2024 10:31 MDT)

EJCDC® C-941, Change Order.
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EXHIBIT NO. 1

An Espanola Mercantile Company established 1905

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

CHANGE REQUEST NO. 1

Date: **10-08-24**

To: City of Santa Fe River and Watershed Division

1142 Siler Road Building C

Santa Fe, NM 87507

From: **EMCO of Santa Fe, LLC**

3810 Oliver Road

Santa Fe, NM 87507

Job Name: **Arroyo De Los Chamisos North Fork Sites 1&2** ***Job No. 6661***

Site 1 Changes To Be Made: Adding 42ft. of 9ft. tall gabion baskets on the eastern side of the arroyo, 10ft of 9ft tall gabion baskets on the west side of the arroyo and fill in the 17ft. gap between the east and west gabions structure

- 69 C.Y. of Additional Gabion Baskets @ $340 C.Y.= $23,460.00
  New Mexico Gross Receipt Tax @ 8.1875%= $1,920.79

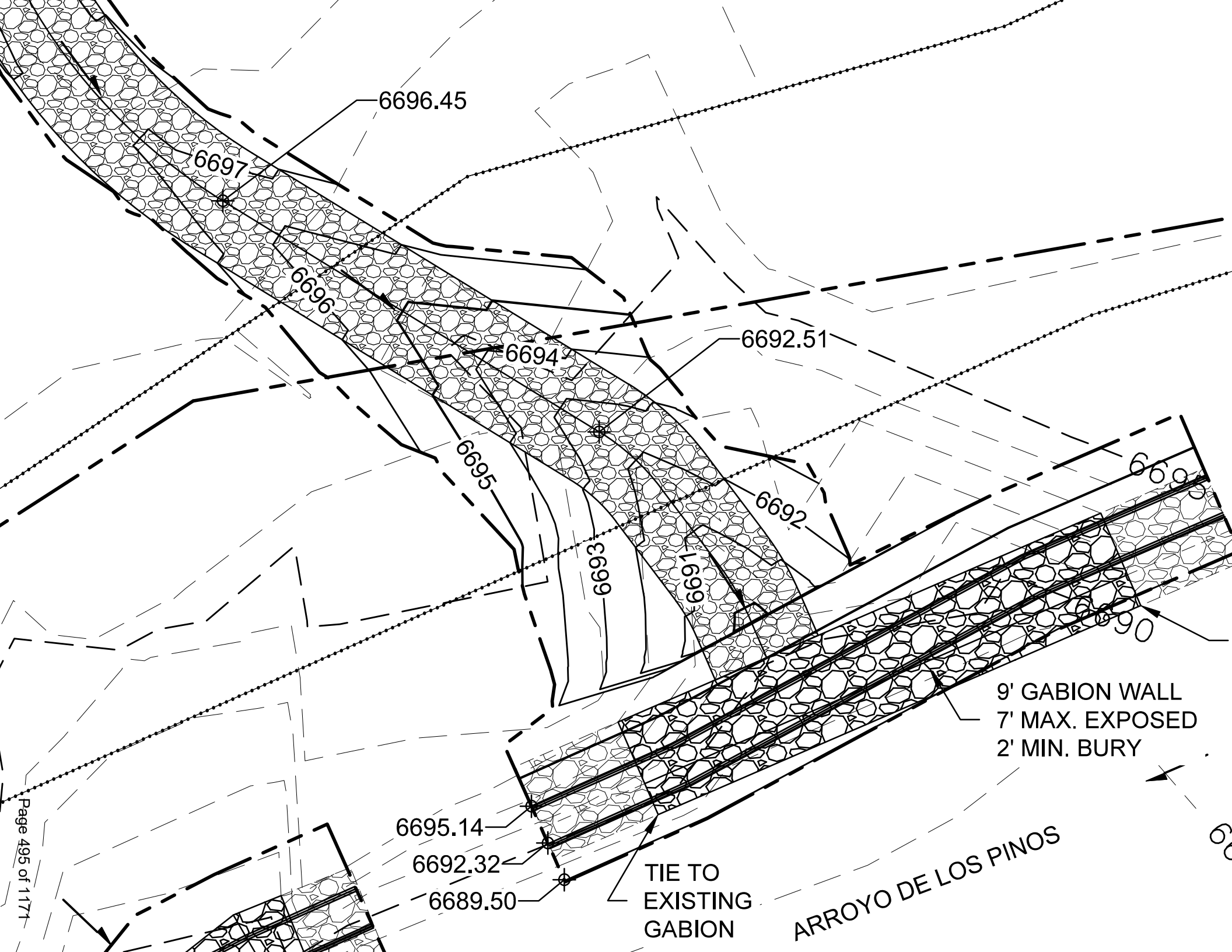
TOTAL= $25,380.79

Justification: In the time since the original topographic survey was performed for the design of this project in April 2020, the callouts on Sheet 5-1 "tie to existing gabion" are no longer valid as those existing segments were no longer in place at the time of construction.

Reason Change Request: As requested by the owner.

APPROVED BY:	***APPROVED BY:***	***APPROVED BY:***
Zoe Isaacson		
City of Santa Fe	***Santa Fe Engineering***	***EMCO of Santa Fe, LLC***
Date: 10/25/2024	***Date:*** 10/9/24	***Date:*** 10/08/2024

We propose hereby to furnish material and labor complete in accordance with above specifications. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become and extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.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9' GABION WALL
7' MAX. EXPOSED
2' MIN. BURY
6695.14
6692.32
6689.50
TIE TO
EXISTING
GABION
ARROYO DE LOS PINOS

Item# 23-0164
Munis Contract # 3203880

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 _____, 2022.

The CITY and the CONTRACTOR agree:

1. **Scope of Work.**
   A. The Contractor shall perform the following work:

   The Contractor shall perform all the work required by the Contract Documents for CIP Erosion Control and Bank Repair at Arroyo de Los Chamisos – Site 1 and Site 2. (Bid Number '23/19/B). The work designated 600C (CWSRF 088)-Erosion Control and Bank Repair at Arroyo de Los Chamisos.

   Site 1 consists of erosion control and repair near the intersection of Alamosa Drive and Santa Clara Drive. Site improvements include a new wire enclosed riprap swale and rundown, gabion walls, and a minor diversion berm.

   Site 2 includes repair or removal and replacement of the gabion walls, concrete wing walls, and the existing plunge basin / energy dissipator which have failed due to previous runoff events.

   The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

B. Project: 600C (CWSRF 088)-Erosion Control and Bank Repair at Arroyo de Los Chamisos North Fork Sites 1 & 2

C. City Department: Public Works

D. Distribution:

City	____X_
Contractor	____X_
Engineer	_____
Architect	_____

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate not to exceed three hundred ninety-seven thousand nine hundred and two dollars and fifty cents ($397,902.50) excluding gross receipts tax. The New Mexico gross receipts tax levied on amounts payment under this Agreement shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows: Base Bid	$ 397,902.50
Gross Receipts Tax (8.3125%)	$ 33,075.65
Base Bid plus NMGRT	$ 430,978.15

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($430,978.15). 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 in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate three (3) years from date of execution unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). This agreement shall not exceed three (3) years. Per NMSA 1978 §13-1-154.1

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 Cityship by or on behalf of the Contractor.

13. **Conflict of Interest; Governmental Conduct Act.**

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that

Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

14. Amendment.

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

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

15. Change Orders.

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

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

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

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

(f) the impact of the change.

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

16. Merger.

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

17. Penalties for violation of law.

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

18. Equal Opportunity Compliance.

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

19. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with 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.

EXHIBIT NO. 1

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: Zoe Isaacson
1142 Siler Rd Bldg. C
Santa Fe, NM 87505
zrisaacson@santafenm.gov

To the Contractor: EMCO of Santa Fe, LLC
3810 Oliver Rd
Santa Fe, NM 87505
gsmith@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.

EXHIBIT NO. 1

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.

EXHIBIT NO. 1

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: May 2, 2023

CONTRACTOR: Emco of Santa Fe, LLC

NAME Katharine C. Fishman

Manager
TITLE

DATE: 2/8/2023
CRS# 03245374004

Registration # 225893

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV
GB MTG 04/12/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 6, 2023 08:11 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (May 1, 2023 17:44 MDT)

EMILY OSTER, FINANCE DIRECTOR

2310411/572970 AH
Org. Name/Org# AH

Item# 23-0164
Munis Contract # 3203880

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 _____, 2022.

The CITY and the CONTRACTOR agree:

1. **Scope of Work.**
   A. The Contractor shall perform the following work:

   The Contractor shall perform all the work required by the Contract Documents for CIP Erosion Control and Bank Repair at Arroyo de Los Chamisos – Site 1 and Site 2. (Bid Number '23/19/B). The work designated 600C (CWSRF 088)-Erosion Control and Bank Repair at Arroyo de Los Chamisos.

   Site 1 consists of erosion control and repair near the intersection of Alamosa Drive and Santa Clara Drive. Site improvements include a new wire enclosed riprap swale and rundown, gabion walls, and a minor diversion berm.

   Site 2 includes repair or removal and replacement of the gabion walls, concrete wing walls, and the existing plunge basin / energy dissipator which have failed due to previous runoff events.

   The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

B. Project: 600C (CWSRF 088)-Erosion Control and Bank Repair at Arroyo de Los Chamisos North Fork Sites 1 & 2

C. City Department: Public Works

D. Distribution:

City	____X_
Contractor	____X_
Engineer	_____
Architect	_____

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate not to exceed three hundred ninety-seven thousand nine hundred and two dollars and fifty cents ($397,902.50) excluding gross receipts tax. The New Mexico gross receipts tax levied on amounts payment under this Agreement shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows: Base Bid	$ 397,902.50
Gross Receipts Tax (8.3125%)	$ 33,075.65
Base Bid plus NMGRT	$ 430,978.15

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($430,978.15). 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 in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate three (3) years from date of execution unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). This agreement shall not exceed three (3) years. Per NMSA 1978 §13-1-154.1

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 Cityship by or on behalf of the Contractor.

13. **Conflict of Interest; Governmental Conduct Act.**

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that

Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

14. Amendment.

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

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

15. Change Orders.

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

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

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

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

(f) the impact of the change.

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

16. Merger.

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

17. Penalties for violation of law.

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

18. Equal Opportunity Compliance.

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

19. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with 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.

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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.

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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.

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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.

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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 2, 2023

CONTRACTOR: Emco of Santa Fe, LLC

NAME Katharine C. Fishman

Manager
TITLE

DATE: 2/8/2023
CRS# 032453740004

Registration # 225893

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV
GB MTG 04/12/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 6, 2023 08:11 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (May 1, 2023 17:44 MDT)

EMILY OSTER, FINANCE DIRECTOR

2310411/572970 AH
Org. Name/Org# AH

Erosion Control and Bank Repair Arroyo de Los Chamisos North Fork Sites 1 & 2



1/27/2023, 3:24:47 PM

- Santa Fe County Parcels
- Arroyos
- Major Roads
- Roads
- Address Points

1:2,257

0 0.02 0.04 0.09 mi

0 0.04 0.07 0.14 km

City of Santa Fe, Bureau of Land Management, Texas Parks & Wildlife, Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS |

City of Santa Fe, New Mexico
Memorandum

DATE: February 22, 2023

TO: Public Works and Utilities Committee, Finance Committee, Governing Body

VIA: Regina Wheeler, Public Works Director RW

Melissa McDonald, Parks and Open Space Division Director MAM

FROM: Zoe Isaacson, River and Watershed Manager ZRT

ACTION:
Request Approval of Munis Contract # 3203880 with EMCO of Santa Fe, LLC for Hazard Mitigation Along the Arroyo De Los Chamisos in the Amount of $430,978.15 Including NMGRT.

Request Approval of a BAR to place funding in the amount of $430,979 from the Stormwater Clean Water State Revolving Fund Loan in ORG 2130411 Stormwater OBJ 572970 WIP Construction.

BACKGROUND AND SUMMARY:
On September 8th, 2021, the Governing Body approved Ordinance No. 2021-17, authorizing a $4,000,000 Clean Water State Revolving Fund for use on city stormwater infrastructure projects. Specifically, this 1% interest CWSRF loan, disbursed on a project-by-project basis, funds projects that address outstanding needs highlighted in the Stormwater Management Strategic Plan (2019) - an adopted policy to guide stormwater program development and watershed drainage planning for the City of Santa Fe.

The 600C (CWSRF 088)- Erosion Control and Bank Repair at the Arroyo de Los Chamisos North Fork Sites 1 & 2 is the second project to use this loan. The intent of the project is to mitigate damages to the arroyo and stormwater conveyances caused by severe flooding in 2018.

Site 1 consists of erosion control and bank repair near the intersection of Alamosa Drive and Santa Clara Drive. Site improvements include a new wire enclosed riprap swale and rundown, gabion walls, and a minor diversion berm. Site 2 includes repair or replacement of gabion walls, concrete wing walls, and improvements to the existing plunge basin /energy dissipator. Site 2 is located at the crossing of Arroyo de Los Chamisos at Avenida de las Campanas.

The bid opening took place on January 17th with two successful bidders; EMCO of Santa Fe, LLC was the apparent low bidder and after an extensive review of the bid, the Public Works Department concurs with the recommendation of award.

As the Arroyo de Los Chamisos is an ephemeral channel, work within the waterway is constrained by native flows and localized storm events; therefore, the target date for completion of this work is prior to the 2023 monsoon season.

- Tentative start date: 3/27/2023
- Substantial completion: 6/02/2023
- Final walk-through: 6/26/2023

PROCUREMENT METHOD:
ITB # '23/19/B advertised December 19, 2022.

FUNDING SOURCE:
This project will be funded through an NMED Clean Water State Revolving Fund loan with a 30-year, 1% fixed interest rate.

PROJECT LEDGER ID:
Project: CLEANH20
Fund Name/Number: CIP: NM Environment Dept. Dept/RLF
Munis Organization Name/ Number: Stormwater/2310411
Munis Object Name/Number: WIP Construction/572970
Munis Contract Number: 3203880

ATTACHMENTS:
- Location Map
- Contract No. 320880
- BAR
- ITB '23/19/B
- Bid Tabulation
- EMCO- Certificate of Insurance
- EMCO- Business License
- Summary of Contract
- Procurement Checklist

Reviewed By:
Halona Crowe
Halona Crowe (Feb 27, 2023 13:53 MST)
Halona Crowe
Business Operations Manager

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / River and Watershed Section	1/6/2022

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
PW/Engineering/River and Waterhsed Section WIP Construction	2310411	572970	CLEAN H2O	430,979	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
CWSRF 088	2310411	490190	CLEAN H20	(430,979)	
				$ -	$ -

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

Loan # CWSRF 088 total amount: $430,979 construct 600C (CWSRF 088)- Erosion Control and Bank Repair at Arroyo Chamimisos North Fork Sites 1 & 2 (23/19/B). This project is a repair and improvement of existing stormwater conveyances that were damaged in the 2018 flood.

These projects were identified as a priority in the 2019 Stormwater Management Strategic Plan.

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

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

Zoe Isaacson — 1/26/2023
Prepared By *{print name}* — Date

Melissa A McDonald — Mar 2, 2023
Melissa A McDonald (Mar 2, 2023 11:31 MST)
Division Director Signature *{optional}* — Date

Mar 2, 2023
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

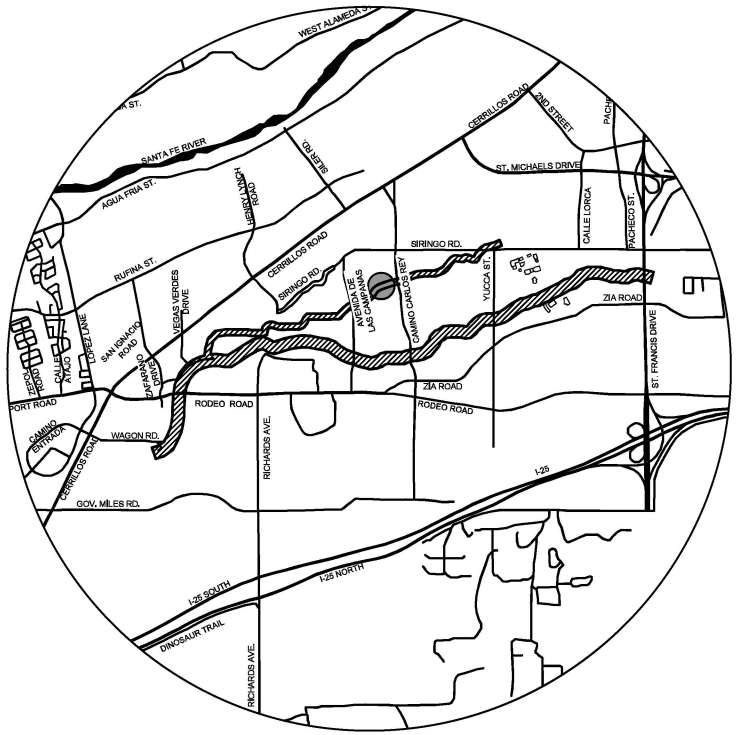
Agenda Item #:

Andy Hopkins — Mar 17, 2023
Andy Hopkins (Mar 17, 2023 11:05 MDT)
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

EROSION CONTROL AND BANK REPAIR
AT ARROYO DE LOS CHAMISOS
NORTH FORK - SITE 1





0 1000 2000 4000

SCALE: 1" = 2000'

JUNE
2022

PREPARED FOR:

CITY OF SANTA FE
PUBLIC WORKS DEPT.
500 Market Station, Suite 200
Santa Fe, NM 87501

SANTA FE, NEW MEXICO
LYING WITHIN SECTION 4
T16N, R09E NMPM

APPROVED BY CITY OF SANTA FE CITY PUBLIC WORKS DIRECTOR DATE	REVIEWED BY CITY OF SANTA FE HISTORIC PRESERVATION DIVISION HISTORIC PRESERVATION DIVISION DATE
APPROVED BY CITY OF SANTA FE CITY ROADWAY AND TRAILS DIVISION DIRECTOR DATE	APPROVED BY CITY OF SANTA FE MAYORS'S COMMITTEE ON DISABILITY CITY ADA COORDINATOR DATE

Santa Fe Engineering Consultants, LLC
1599 St. Francis Drive, Suite B
Santa Fe, NM 87505
(505) 982-2845 - Phone
(505) 982-2641 - Fax
http://www.SFENGR.com

REV.	SHEETS	CITY ENGR.	DATE	REV.	SHEETS	CITY ENGR.	DATE

APPROVAL OF REVISIONS

CITY OF SANTA FE

APPROVED FOR CONSTRUCTION

CITY ENGINEER DATE

COVER

SHEET 1-1

Santa Fe Engineering Consultants, LLC

CITY OF SANTA FE PROJECT#	SHEET NO.
	1-2

INDEX OF SHEETS

SHEET NUMBER	DESCRIPTION
1-1	COVER SHEET
1-2	INDEX OF SHEETS
2-1	SITE PLAN
2-2	GEOMETRICS PLAN
3-1	CERTIFIED TOPOGRAPHIC MAP
4-1 TO 4-3	GENERAL NOTES
5-1	GRADING AND DRAINAGE PLAN
5-2	POND SECTIONS
5-3	TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES PLAN

INDEX OF STANDARD DRAWINGS

SHEET NUMBER	DESCRIPTION	REVISION DATE	SERIAL
6-1	WIRE ENCLOSED RIPRAP CLASS "A"	11/16/2009	602-01-1/1
6-1	GABION BASKET DETAILS	1/9/2013	602-05-1/2
6-1	GABION RETAINING WALL DETAILS	1/9/2013	602-05-2/2
6-2	TESCM DETAILS	11/29/2004	603-01-1/7 TO 603-01-4/7
6-3	TESCM DETAILS	11/29/2004	603-01-5/7 TO 603-01-7/7

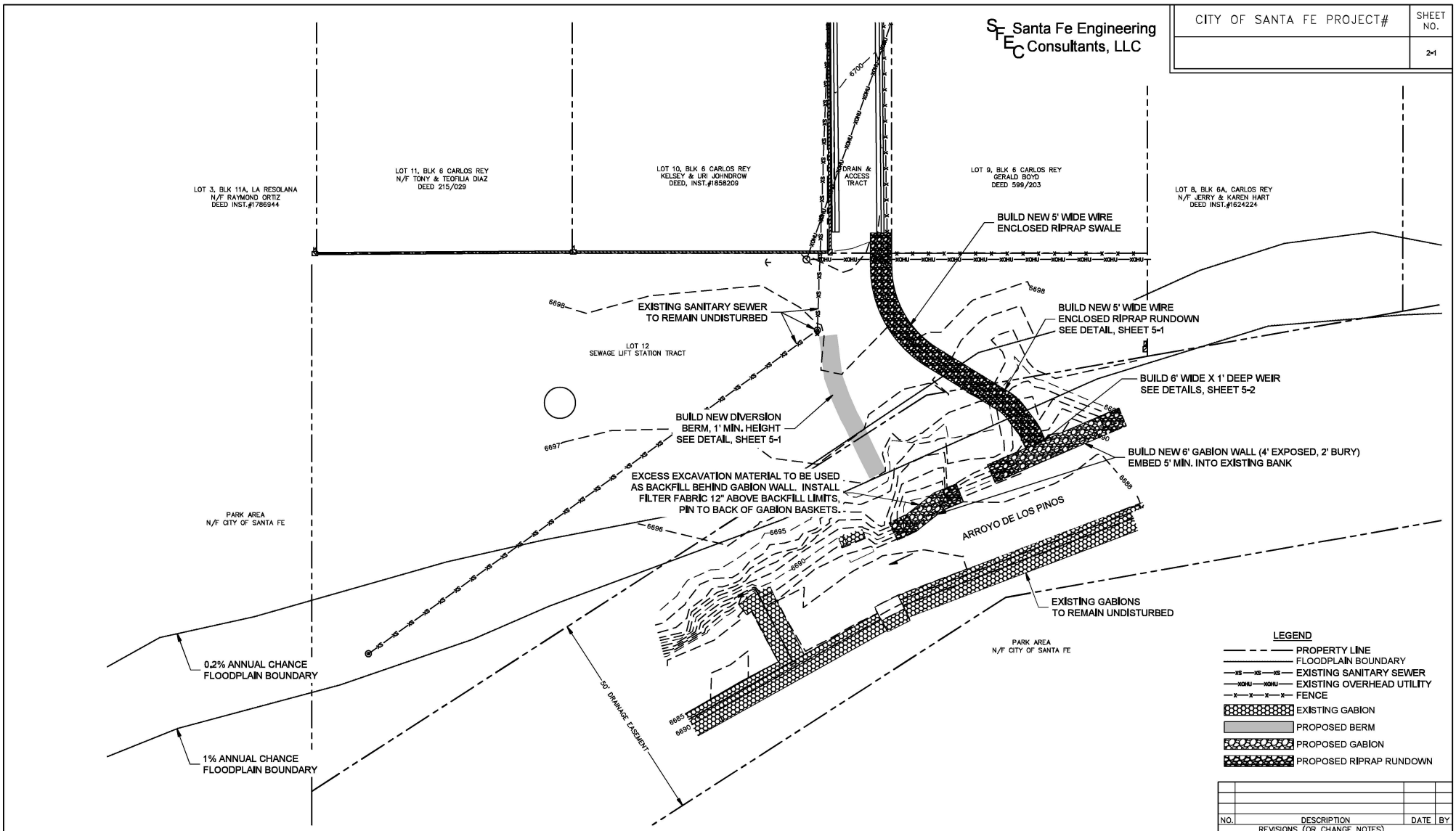
NO.	DESCRIPTION	DATE	BY

REVISIONS (OR CHANGE NOTES)

EROSION CONTROL AND BANK REPAIR
AT ARROYO DE LOS CHAMISOS
NORTH FORK - SITE 1

INDEX OF SHEETS

DATE:	SCALE:	SHEET:
JUNE 2022	NOT TO SCALE	1-2



NOTE:

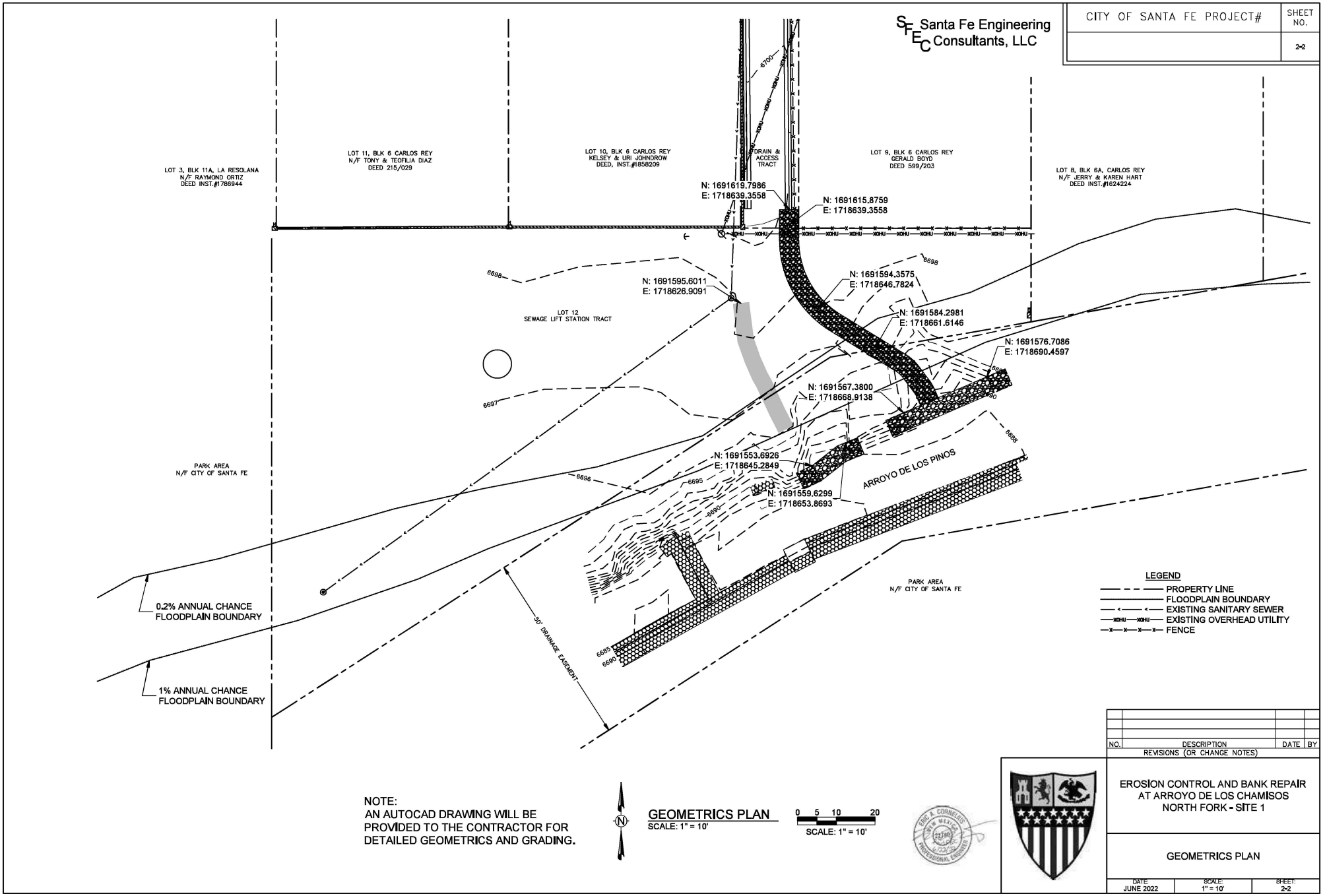
1. CONTRACTOR SHALL PRESERVE / TRANSPLANT VEGETATION. CONFINE WORK AREA TO LIMITS OF CONSTRUCTION. SEE SHEET 4-3, SPECIAL NOTE 4.

SITE 1 IMPROVEMENTS INCLUDE:

- EARTHEN DIVERSION BERM
- GABION WALLS FOR SEDIMENTATION PONDS
- RIPRAP SWALE AND RUNDOWN

SITE PLAN
SCALE: 1" = 10'

0 5 10 20
SCALE: 1" = 10'



NOTE:
AN AUTOCAD DRAWING WILL BE PROVIDED TO THE CONTRACTOR FOR DETAILED GEOMETRICS AND GRADING.

GEOMETRICS PLAN
SCALE: 1" = 10'

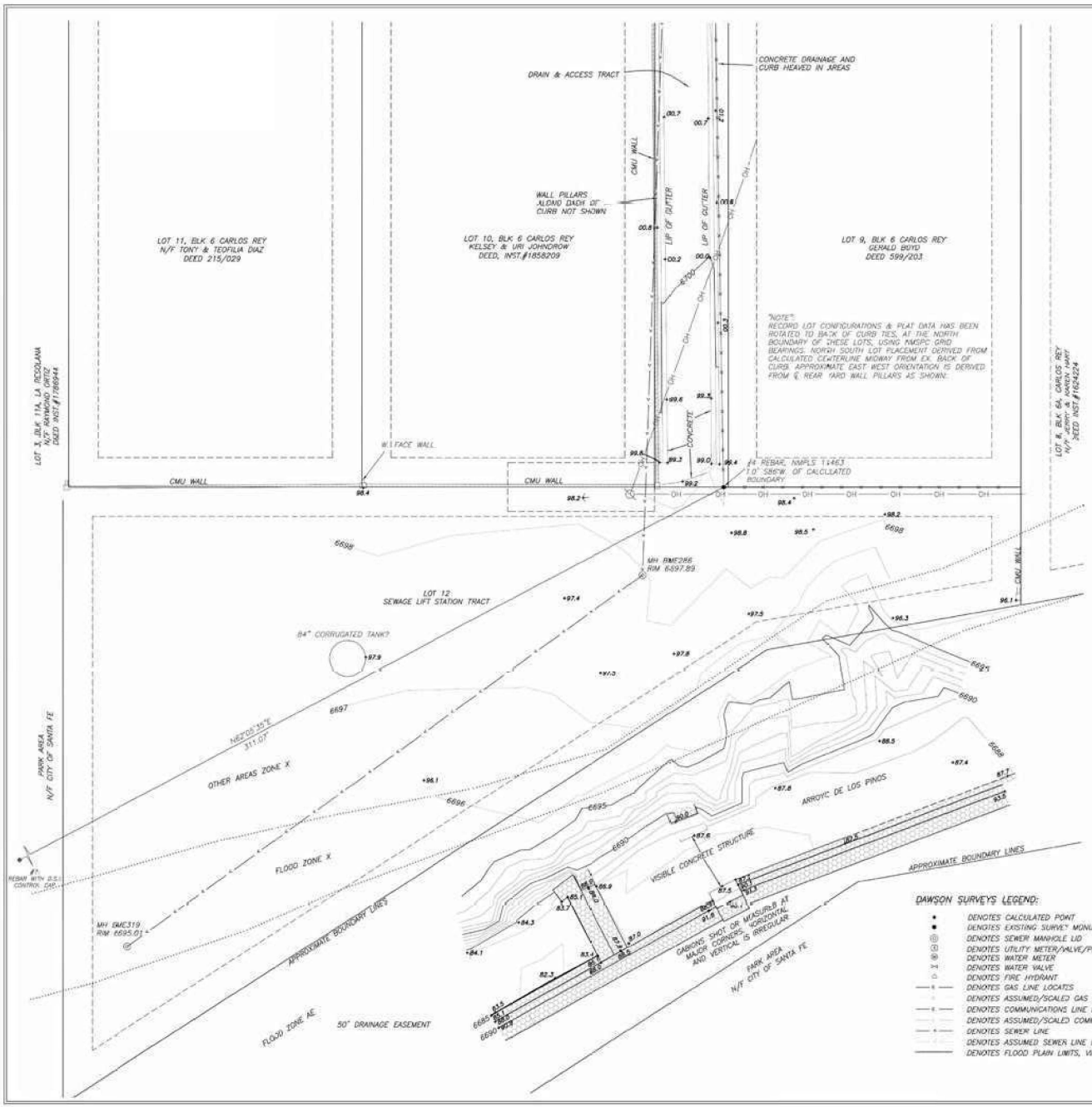
0 5 10 20
SCALE: 1" = 10'

NO.	DESCRIPTION	DATE	BY
	REVISIONS (OR CHANGE NOTES)		

EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 1

GEOMETRICS PLAN

DATE:	SCALE:	SHEET:
JUNE 2022	1" = 10'	2-2



TOPOGRAPHIC MAP

SHOWING

NF1

ALONG THE ARROYO DE LOS CHAMISOS NORTH FORK/ ARROYO DE LOS PINOS

PREPARED FOR

THE CITY OF SANTA FE

NOTES:

ALL EASEMENTS AND DATA ARE TAKEN FROM REFERENCE DOCUMENTS #1. NO ADDITIONAL RESEARCH HAS BEEN PROVIDED NOR PERFORMED FOR THIS SURVEY.

SEE RECORDED PLATS FOR NOTES, RESTRICTIONS AND EASEMENTS. THIS PROPERTY IS SUBJECT TO VALID RESTRICTIONS, EASEMENTS AND COVENANTS OF RECORD.

THIS IS NOT A BOUNDARY SURVEY OR A RIGHT-OF-WAY SURVEY. APPARENT PROPERTY CORNERS, RIGHT-OF-WAY LINE, OR PROPERTY LINES AS SHOWN ARE DERIVED FROM RECORD SURVEY PLATS, RIGHT-OF-WAY MAPS, OR DEEDS REFERENCED HEREON AND ARE NOT GUARANTEED OR TO BE RELIED ON FOR THE ESTABLISHMENT OF PROPERTY LINES.

ALL UNDERGROUND UTILITIES ON THIS DRAWING ARE APPROXIMATE, LOCATED FROM A COMBINATION OF FIELD TIES OF SURFACE FEATURES, MARKINGS BY LOCATORS AND G.I.S. MAPS PROVIDED BY UTILITY COMPANIES. REFER TO NM811 TICKET 20MA160423. THIS INFORMATION SHOULD NOT BE USED IN LIEU OF FIELD INSPECTIONS. CONTRACTOR OR OWNER IS RESPONSIBLE TO HAVE UTILITIES LOCATED AND POT-HOLED PRIOR TO DIGGING. CONTACT THE GOVERNING UTILITY PROVIDER FOR ADDITIONAL INFORMATION.

FLOOD ZONE:

FLOOD DESIGNATION LOCATIONS ARE SHOWN HEREON FROM THE CITY OF SANTA FE'S ELECTRONIC G.I.S. FILES AND AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAPS (F.I.R.M.) #35049C0413E, EFFECTIVE DATE: DEC. 04, 2012.

REFERENCE DOCUMENTS

REPLAT OF BLOCKS 1, 6, & 7 CARLOS REY SUBDIVISION SANTA FE, NEW MEXICO, PREPARED BY DUANE L. LOGAN, PMPE & LS 2300, RECORDED AS DOCUMENT #242,029 IN PLAT BOOK B PAGE 154.

CONTROL DATUM

USE OF THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF NAD83, CENTRAL ZONE PROJECTION WAS UTILIZED FOR THE BASIS OF THIS SURVEY; BEARINGS, DISTANCES AND COORDINATES ARE GRID.
ELEVATIONS ARE NAVD88 GEOID '99.

BASIS OF THE HORIZONTAL AND VERTICAL CONTROL ARE DERIVED FROM SANTA FE COUNTY GIS & NGS BLUE BOOK CONTROL MONUMENTS. DERIVED FROM STATIC OBSERVATION BASELINES FROM 1992 SANTA FE COUNTY CONTROL NETWORK.

CONTROL COORDINATES, NMSPC NAD83/NAVD88('92)

POINT	NORTHING	EASTING	ELEV.	ID	LOCATION
1	1691469.409,	1715365.930,	6694.12,	RBR,	BOW AT PARK @ CAM. DEL GUSTO
1005	1690392.300,	1717371.730,	6690.00,	SMH,	CAM. CANUELO TORRANCO
1008	1689849.013,	1718823.471,	6696.70,	SMH,	CLL. PRINCESA JUANA & CALLE REINA
1010	1690600.074,	1720848.872,	6741.59,	SMH,	CLL. ANNA JEAN & CAM CHUECO

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THE GROUND SURVEY WAS COMPLETED UNDER MY PERSONAL SUPERVISION, ON APRIL 9, 2020. TO THE BEST OF MY KNOWLEDGE, THIS SURVEY AND MAPPING IS CORRECT, TRUE AND MEET MINIMUM STANDARDS FOR TOPOGRAPHIC SURVEYS.

Diego J. Sisneros 4/13/2020

DIEGO J. SISNEROS N.M.P.L.S. #13986

DIEGO J. SISNEROS NEW MEXICO 13986 PROFESSIONAL SURVEYOR

DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
2502 CAMINO ENTRADA
SANTA FE, NEW MEXICO

FILE# 1046BTOPODATE: 4/13/2020

SHEET 3-1

CITY OF SANTA FE GENERAL NOTES:

1. EXCAVATION PERMIT: THE CONTRACTOR SHALL OBTAIN AN EXCAVATION/STREET CUT PERMIT FROM THE CITY OF SANTA FE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FEES ASSOCIATED WITH THESE PERMITS WHICH SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE. PERMITS MAY BE OBTAINED FROM THE CITY OF SANTA FE STREETS AND DRAINAGE MAINTENANCE DIVISION, 1142 SILER ROAD, PHONE (505) 955-3000.

2. REMOVALS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REMOVALS REQUIRED TO COMPLETE THE PROJECT. ADDITIONAL REMOVALS NOT SHOWN ON THE PLANS WILL BE DESIGNATED BY THE PROJECT MANAGER. THIS WORK WILL BE CONSIDERED AS INCLUDED IN THE CONTRACT PRICE FOR ITEM 601000 – "REMOVAL OF STRUCTURES AND OBSTRUCTIONS" AND THE CONTRACTOR WILL NOT RECEIVE COMPENSATION FOR UNLISTED REMOVALS.

3. PUBLIC ACCESS TO LOCAL BUSINESSES AND RESIDENCES: THE CONTRACTOR SHALL PROVIDE INGRESS AND EGRESS TO LOCAL BUSINESSES AND RESIDENCES FOR THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL ADVISE OF ANY SCHEDULED ACCESS MODIFICATIONS, AT LEAST 48 HOURS IN ADVANCE, WITH THE PROPERTY OWNERS AND THE PROJECT MANAGER. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

4. UTILITY LOCATIONS: THE CONTRACTOR SHALL ASCERTAIN THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO ADDITIONAL PAYMENT WILL BE MADE. DAMAGES OR REPAIRS THAT OCCUR DURING CONSTRUCTION SHALL BE MADE AT THE CONTRACTOR'S EXPENSE AND NO ADDITIONAL PAYMENT WILL BE MADE. THIS INCIDENTAL WORK SHALL ALSO INCLUDE ANY POT-HOLING OR OTHER WORK REQUIRED TO VERIFY UTILITIES. CONTACT NEW MEXICO ONE CALL SYSTEM INC. AT 1-800-321-ALER(T) [1-800-321-2537].

5. CLEANING OF EXISTING STRUCTURES: THE CONTRACTOR SHALL CLEAN ALL EXISTING STRUCTURES THAT ARE TO REMAIN OPERATIONAL, PRIOR TO INITIATING STRUCTURE EXTENSION WORK. STRUCTURES SHALL BE CLEAN PRIOR TO FINAL PROJECT ACCEPTANCE. THIS WORK WILL BE CONSIDERED AS INCIDENTAL TO THE COMPLETION OF THE PROJECT NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

6. SPECIFICATION: FOR THIS PROJECT THE NEW MEXICO DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION" (2019 EDITION) WILL BE USED. REFERENCES TO THE DEPARTMENT SHALL IMPLY THE CITY OF SANTA FE FOR THIS PROJECT.

7. QUANTITIES MAY VARY AS FIELD CONDITIONS DICTATE: THE CONTRACTOR WILL BE PAID FOR ACTUAL QUANTITIES USED. QUANTITIES SHOWN IN THE PLANS ARE FOR ESTIMATING PURPOSES ONLY.

8. ALL TRAFFIC CONTROL DEVICES: SHALL COMPLY WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION" (2019 EDITION) AND ANY APPLICABLE SPECIAL PROVISIONS AND/OR SUPPLEMENTAL SPECIFICATIONS. THESE DEVICES SHALL ALSO COMPLY WITH THE CURRENT EDITION, WITH REVISIONS, OF THE M.U.T.C.D.

9. CONTRACTOR COORDINATION WITH UTILITIES: THE CONTRACTOR IS HEREBY ADVISED THAT UTILITY RELOCATION WORK BY THE UTILITY OWNERS MAY HAVE TO BE PERFORMED CONCURRENTLY WITH CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE FOR UTILITY WORK IN CONJUNCTION WITH CONSTRUCTION OPERATIONS AND IS HEREBY REQUIRED TO COORDINATE SCHEDULING OF WORK WITH THE RESPECTIVE UTILITY OWNERS. ANY CLAIMS FOR DELAY SHALL BE CONTROLLED BY THE TERMS AND CONDITIONS OF SUBSECTIONS 105.6, COOPERATION WITH UTILITIES, AND 107.18, CONTRACTOR'S RESPONSIBILITY FOR WORK, OF THE STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION (2019 EDITION).

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING THE NECESSARY ARRANGEMENTS FOR OBTAINING THE WATER NECESSARY FOR THE CONSTRUCTION OF THIS PROJECT, REGARDLESS OF THE AVAILABILITY OF WATER. THE COST OF WATER WILL BE INCIDENTAL TO THE PROJECT, AND NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK.

11. THE CONTRACTOR SHALL COMPLY WITH THE APPLICABLE CITY OF SANTA FE NOISE ORDINANCES SFCC 10-2.4 B.(5)(a) PROHIBITS OPERATION OF EQUIPMENT USED IN CONSTRUCTION WORK ON STREETS IN RESIDENTIAL OR COMMERCIALLY ZONED AREAS BETWEEN THE HOURS OF 5:00PM AND 8:00AM THE FOLLOWING DAY. IN ACCORDANCE WITH SFCC 10-2.8 PERMITS, THE CONTRACTOR MAY REQUEST APPROVAL OF A PERMIT TO BE EXEMPT FROM THE AFOREMENTIONED NOISE ORDINANCE FOR THE DURATION OF PROJECT CONSTRUCTION.

12. THE CONTRACTOR SHALL RESTRICT HIS OPERATIONS BETWEEN THE HOURS OF 7:00AM TO 8:30AM AND 4:00PM TO 6:00PM, MONDAY THRU FRIDAY SO AS TO NOT IMPEDE RUSH HOUR TRAFFIC. THE CONTRACTOR SHALL COMPLY WITH CITY OF SANTA FE ORDINANCES, AS REQUIRED, REGARDING WORKING HOUR LIMITATIONS. AT ALL TIMES, ACCESS SHALL BE PROVIDED TO PROPERTIES AND BUSINESSES.

13. POSSIBLE STAGING ACCESS AREAS IDENTIFIED IN THE PLANS FOR INFORMATIONAL AND CONVENIENCE PURPOSES ONLY. CONTRACTOR IS RESPONSIBLE FOR OBTAINING/ SECURING THEIR OWN STAGING/ ACCESS LOCATIONS AND ENSURE ALL YARD SITES AND ACCESS ROUTES COMPLY WITH NPDES REGULATIONS. CONSTRUCTION YARD AND INSTALLATION/ MAINTENANCE OF PROPER NPDES CONTROLS SHALL BE INCLUDED IN THE CONTRACT PRICE FOR ITEM NO. 621000 – "MOBILIZATION" AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

14. ALL DIMENSIONS ON PLANS ARE FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ALL OTHER PERTINENT INFORMATION THAT MAY BE REQUIRED TO COMPLETE THIS WORK.

15. CPM SCHEDULE: THE CONTRACTOR SHALL SUBMIT TO THE PROJECT MANAGER A CRITICAL PATH PROJECT SCHEDULE AT THE PRECONSTRUCTION CONFERENCE. THE CRITICAL PATH PROJECT SCHEDULE IS TO INCLUDE LOGIC POINTS, OR PRODUCTION LEVELS, USED IN ITS DEVELOPMENT. THE SCHEDULE SHALL BE UPDATED MONTHLY OR AS REQUIRED BY THE PROJECT MANAGER. THE WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT, AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

16. LANDFILL FEES: THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LANDFILL DUMPING FEES. THESE FEES SHALL BE CONSIDERED AS INCLUDED IN THE CONTRACT PRICE FOR ITEM NO. 601000 – "REMOVAL OF STRUCTURES AND OBSTRUCTIONS" AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE.

17. THE CONTRACTOR WILL BE REQUIRED TO CONFINE HIS WORK WITHIN THE CONSTRUCTION LIMITS AND/OR RIGHT-OF-WAY LIMITS. PARKING OF PRIVATE VEHICLES SHALL NOT BE ALLOWED ALONG CONSTRUCTION AREAS THROUGHOUT THE CONSTRUCTION LIMITS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROHIBIT VEHICLES AND EQUIPMENT FROM DRIVING UPON, ACROSS, OR TURNING ON PRIVATE PROPERTY ADJACENT TO PROJECT LIMITS.

18. PROTECTION OF SURVEY MONUMENTS: THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT HORIZONTAL AND VERTICAL CONTROL SURVEY MONUMENTS (MARK) FROM DAMAGE PRIOR TO INITIATING CONSTRUCTION. AN INVENTORY OF THE EXISTING MONUMENTS WILL BE TAKEN BY THE PROJECT MANAGER AND THE CONTRACTOR WITH ACKNOWLEDGEMENTS PRIOR TO START OF CONSTRUCTION. IF DURING THE COURSE OF CONSTRUCTION OPERATIONS, THE CONTRACTOR DISTURBS OR DESTROYS A MARK, THE CONTRACTOR SHALL ESTABLISH A NEW MARK IN COMPLIANCE WITH THE STANDARDS AND PROCEDURES SET FORTH IN THE "GEODETIC MARK PRESERVATION GUIDEBOOK", NATIONAL GEODETIC SURVEY, MARCH 1990, CONTACT: NGS MARK PRESERVATION CENTER – NOAA, TELEPHONE (505) 768-3606. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

19. PUBLIC NOTIFICATION OF LANE CLOSURES: THROUGHOUT THE LIFE OF THIS PROJECT AND WITH PRIOR APPROVAL OF THE PROJECT MANAGER. THE CONTRACTOR SHALL KEEP THE LOCAL NEWS MEDIA INFORMED OF LANE CLOSURES WHICH WILL RESTRICT THE NORMAL FLOW OF TRAFFIC. IN ADDITION THE CONTRACTOR SHALL CONCURRENTLY PROVIDE THE SAME INFORMATION TO THE CITY OF SANTA FE'S PUBLIC INFORMATION OFFICE; CONTACT PERSON IS JODI PORTER AT (505) 955-6045. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT. THERE WILL BE NO DIRECT MEASUREMENT OR PAYMENT FOR THESE ADVISORIES.

20. APPROPRIATE SIDEWALK AND TRAIL CLOSURE SIGNAGE AND PEDESTRIAN DETOURS MEETING ADA REQUIREMENTS SHALL BE INSTALLED PER THE MUTCD FOR TEMPORARY CONSTRUCTION ACTIVITIES AFFECTING PEDESTRIAN TRAVEL. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE PRICE FOR ITEM 618000 – "TRAFFIC CONTROL MANAGEMENT".

21. CONSTRUCTION YARD: THE CONTRACTOR SHALL PROVIDE AT THE CONTRACTOR'S OWN EXPENSE AND WITHOUT LIABILITY TO THE OWNER ANY ADDITIONAL LAND AND ACCESS THERETO THAT THE CONTRACTOR MAY DESIRE FOR A TEMPORARY STAGING AREA OR YARD FOR STORAGE OF EQUIPMENT AND MATERIALS. NPDES SWPPP MEASURES AND INSPECTIONS TO ANY SUCH AREA OR YARD UTILIZED FOR PURPOSES OF THE PROJECT MAY APPLY. SEE NOTE #13.

22. ASPHALT DISPOSAL: THE CONTRACTOR SHALL PROPERLY HANDLE AND DISPOSE OF ALL ASPHALT PAVEMENT MATERIAL REMOVED ON THIS PROJECT BY HAULING TO AN APPROVED LANDFILL IN ACCORDANCE WITH THE REGULATIONS OF THE NEW MEXICO SOLID WASTE ACT. NO ADDITIONAL PAYMENT WILL BE MADE FOR THE DISPOSAL, THE COST IS INCLUDED IN ITEM 601000 – "REMOVAL OF STRUCTURES AND OBSTRUCTIONS".

23. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING INFRASTRUCTURE, INCLUDING UTILITIES. THE CONTRACTOR SHALL EXERCISE CARE DURING CONSTRUCTION TO AVOID DAMAGE TO ANY ADJACENT STRUCTURES. ANY NON-NECESSARY REMOVALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND NO ADDITIONAL PAYMENT WILL BE MADE FOR THEIR REPLACEMENT.

24. BI-WEEKLY PROJECT MEETING: THE CONTRACTOR SHALL COORDINATE AND CONDUCT A BI-WEEKLY PROJECT MEETING DURING CONSTRUCTION, IN COORDINATION WITH THE PROJECT MANAGER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING MEETING LOCATION AND SHALL INVITE APPROPRIATE CITY STAFF & UTILITY COMPANY REPRESENTATIVES. THE COST ASSOCIATED WITH THESE WEEKLY MEETINGS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO FURTHER MEASUREMENT OR PAYMENT WILL BE MADE.

25. PROTECTION OF WORK: DURING REMOVAL OPERATIONS IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL EXPOSED AREAS FROM THE ELEMENTS. THE CONTRACTOR SHALL NOT LEAVE ANY AREAS EXPOSED FOR MORE THAN 48 HOURS. THE CONTRACTOR SHALL NOT LEAVE ANY TRENCHES OPEN OVERNIGHT WITHOUT PROPER PROTECTION DEVICES IN PLACE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OR REPAIR OF ANY SURFACE OR SUBSURFACE DAMAGE, AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE.

26. ADA COMPLIANCE: THE CONTRACTOR SHALL ENSURE ADA COMPLIANCE FOR CONSTRUCTION OF ADA FEATURES AND APPURTENANCES (INCLUDING, BUT NOT LIMITED TO, SIDEWALK & CURB RAMP CROSS SLOPES, RAMP SLOPES, LEVEL LANDINGS, ETC.) AS DETAILED IN THE PLANS AND IN ACCORDANCE WITH REFERENCED STANDARD DRAWINGS, SPECIFICATIONS AND ESTABLISHED ADA GUIDELINES AND STANDARDS. THE CONTRACTOR IS RESPONSIBLE FOR FIELD CHECKING SLOPES AND DIMENSIONS OF ALL FORM WORK FOR COMPLIANCE PRIOR TO INSTALLATION OF CONCRETE. THE CONTRACTOR SHALL ENSURE THAT ANY TEMPORARY PEDESTRIAN DETOURS MEET CURRENT PUBLIC RIGHT OF WAY ACCESSIBILITY GUIDELINES. THE CITY RESERVES THE RIGHT TO INSPECT ANY ADA FEATURES AND APPURTENANCES AT ANY TIME BEFORE FINAL COMPLETION OF THE PROJECT AND TO HAVE THE CONTRACTOR REMOVE, REPLACE, AND/OR CORRECT ANY WORK AT HIS COST THAT IS NOT IN COMPLIANCE, AS DETERMINED BY THE PROJECT MANAGER.

NO.	DESCRIPTION	DATE	BY
	REVISIONS (OR CHANGE NOTES)		

ERIC A. CORNELIUS, NEW MEXICO, 23796, PROFESSIONAL ENGINEER

EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 1

GENERAL NOTES

DATE:	SCALE:	SHEET:
JUNE 2022	N.T.S.	4-1

CITY OF SANTA FE GENERAL NOTES (CONT'D):

27. PRECONSTRUCTION CONFERENCE: ATTENDANCE AT THE PRECONSTRUCTION CONFERENCE (PRECON) AND PROGRESS MEETINGS IS MANDATORY. AT THE PRECON CONTRACTOR SHALL SUBMIT THE FOLLOWING:
    - COPY OF CONTRACTOR'S LICENSE
    - COPY OF LIABILITY INSURANCE
    - COMPLETED PERMIT APPLICATIONS, FEES, AND PROOF OF BOND
    - TRAFFIC CONTROL PLAN (STAMPED BY PROFESSIONAL ENGINEER
    - PRE-PROJECT VIDEO DOCUMENTATION (MAY BE SUBMITTED AT A LATER DATE
    - PROJECT SCHEDULE (SEE NOTE #15)
    - LIST OF SUBCONTRACTORS
    - COPY OF COMPLETED NOI WITH SWPP CONTROLS IN PLACE

    THIS WORK SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
28. WARPING OF SLOPES: THE CONTRACTOR SHALL WARP SLOPES WHERE NECESSARY TO STAY WITHIN THE RIGHT-OF-WAY OR CONSTRUCTION EASEMENT LIMITS.
29. ALL LOCATIONS SHALL BE VERIFIED BY THE PROJECT MANAGER PRIOR TO REMOVALS. ANY REMOVALS NOT DEEMED NECESSARY BY THE PROJECT MANAGER SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE, AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE.
30. HANDLING OF MATERIAL: THE CONTRACTOR MAY BE REQUIRED TO DOUBLE HANDLE MATERIAL NEEDED FOR THIS PROJECT. THE COST ASSOCIATED TO DOUBLE HANDLE SUCH MATERIAL SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO FURTHER MEASURE OR PAYMENT WILL BE MADE.
31. NMDOT STANDARD DRAWINGS: MAY BE FOUND AT THE NMDOT'S WEB SITE BY USING THE FOLLOWING WEB LINK: https://www.dot.nm.gov/standards/
32. NMDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, 2019 EDITION: MAY BE FOUND THE NMDOT'S WEB SITE BY USING THE FOLLOWING WEB LINK: https://www.dot.nm.gov/standards/
33. CONTRACTOR WEEKLY WORK SCHEDULE: THE CONTRACTOR SHALL SUBMIT FOR THE CITY PROJECT MANAGER'S APPROVAL A WEEKLY WORK SCHEDULE (DESCRIBE ACTIVITIES AND DAY & HOURS TO BE WORKED) AT THE PRECONSTRUCTION MEETING. IF DURING THE COURSE OF CONSTRUCTION THE CONTRACTOR DETERMINES A CHANGE TO THEIR REGULAR WORK SCHEDULE IS NECESSARY, THE CONTRACTOR SHALL SUBMIT A REVISED WORK SCHEDULE TO THE CITY PROJECT MANAGER FOR APPROVAL AT LEAST ONE WEEK IN ADVANCE OF THE SCHEDULED WORK WEEK TO ALLOW THE CITY SUFFICIENT TIME TO SCHEDULE CITY INSPECTION PERSONNEL.
34. MAINTENANCE AND TRAFFIC CONTROL: THE CONTRACTOR SHALL HAVE T.C. CERTIFIED PERSONNEL AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK TO INSPECT AND MAINTAIN DETOURS AND TRAFFIC CONTROL DEVICES. THE CONTRACTOR WILL BE RESPONSIBLE TO TAKE ADEQUATE PRECAUTIONS DURING INCLEMENT WEATHER SO THAT TRAFFIC IS NOT SUBJECT TO UNDUE DANGER. THIS WORK SHALL BE INCLUDED IN ITEM NO. 618000 - TRAFFIC CONTROL MANAGEMENT AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE.
35. GRAFFITI-FREE WORK ZONE: THE CONTRACTOR SHALL MAINTAIN A GRAFFITI-FREE WORK SITE. CONTRACTOR SHALL REMOVE GRAFFITI FROM ALL EQUIPMENT, MATERIALS AND WORK, WHETHER PERMANENT OR TEMPORARY, WITHIN 24 HOURS. THIS PROVISION INCLUDES GRAFFITI OR OTHER MARKINGS ON INSTALLED CONCRETE SURFACES. UNTIL THE WORK IS ACCEPTED BY THE CITY, THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF CONCRETE AND OTHER PAVED SURFACES INSTALLED AS PART OF THE PROJECT.
36. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL BY THE CITY STREETS DIVISION AT LEAST SEVEN (7) DAYS PRIOR TO THE START OF WORK. TRAFFIC CONTROL DEVICES, AS PER APPROVED PLAN, SHALL BE INSTALLED, MAINTAINED, AND REMOVED BY THE CONTRACTOR. THE CITY STREETS DIVISION MAY BE REACHED AT (505) 955-3000.
37. FINAL RECORD DRAWINGS, REFLECTING SUBSTANTIAL CHANGES TO THE ORIGINAL DESIGN DRAWINGS, SHALL BE SUBMITTED BY THE CONTRACTOR'S SURVEYOR FOR APPROVAL TO THE ENGINEER. SAID PLANS SHALL BE APPROVED BY APPLICABLE CITY DIVISIONS PRIOR TO FINAL ACCEPTANCE OF PROJECT WORK FOR MAINTENANCE RESPONSIBILITY AND THE BEGINNING OF THE WARRANTY PERIOD. SEE SPECIAL NOTE 8, SHEET 4-3 FOR ADDITIONAL INFORMATION.

ENVIRONMENTAL NOTES:

1. DISPOSAL OF UNSUITABLE MATERIALS AND DEBRIS, ITEMS DESIGNATED FOR REMOVAL WITHOUT SALVAGE: UNSUITABLE CONSTRUCTION MATERIALS AND DEBRIS FROM CLEARING AND GRUBBING ARE TO BE PLACED IN AN ENVIRONMENTALLY SUITABLE DISPOSAL SITE SECURED AND COORDINATED BY THE CONTRACTOR. THE CONTRACTOR MAY BE REQUIRED TO NOTIFY THE PROJECT MANAGER, IN WRITING, OF THE DETAILS OF THE DISPOSAL OPERATION. BORROW MATERIAL, ROCK WASTE, VEGETATIVE DEBRIS, ETC., SHALL NOT BE PLACED IN WETLAND AREAS OR AREAS WHICH MAY IMPACT ENDANGERED SPECIES OR ARCHAEOLOGICAL RESOURCES. AN ARCHAEOLOGICAL SURVEY AND ENVIRONMENTAL CLEARANCE SHALL BE OBTAINED BY THE CONTRACTOR BEFORE DISPOSAL SITES ARE ACCEPTED IN ACCORDANCE WITH SUBSECTION 107.12 - CONTRACTOR'S RESPONSIBILITY FOR ARCHAEOLOGICAL CLEARANCE.
2. REPORTING AND CLEAN UP OF SPILLS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING AND CLEAN UP OF SPILLS ASSOCIATED WITH PROJECT CONSTRUCTION AND SHALL REPORT AND RESPOND TO SPILLS OF HAZARDOUS MATERIALS SUCH AS GASOLINE, DIESEL, MOTOR OILS, SOLVENTS, CHEMICALS, TOXIC AND CORROSIVE SUBSTANCES, AND OTHER MATERIALS WHICH MAY BE A THREAT TO PUBLIC HEALTH OR THE ENVIRONMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING PAST SPILLS ENCOUNTERED DURING CONSTRUCTION AND OF CURRENT SPILLS NOT ASSOCIATED WITH CONSTRUCTION. REPORTS SHALL BE MADE IMMEDIATELY TO THE NM ENVIRONMENT DEPARTMENT 24 HOUR ENVIRONMENTAL EMERGENCY AT 505-827-9329 OR 866-428-6535 AND TO THE PROJECT MANAGER. ANY UNREPORTED SPILLS IDENTIFIED AFTER CONSTRUCTION SHALL BE CLEANED UP BY THE CONTRACTOR IN ACCORDANCE WITH THE CONTRACT. THE CONTRACTOR SHALL BEAR THE FULL COST OF THE CLEAN UP OF SPILLS.
3. CONTRACTOR'S ACTIVITIES IN THE VICINITY OF WATERWAYS: ALL WORK IN THE VICINITY OF LIVE STREAMS, WATER IMPOUNDMENTS, WETLANDS OR IRRIGATION SUPPLIES SHALL BE AFFECTED IN SUCH A MANNER AS TO MINIMIZE VEGETATION REMOVAL, SOIL DISTURBANCE, AND EROSION. CROSSINGS OF LIVE STREAMS WITH HEAVY EQUIPMENT SHALL BE MINIMIZED, AS DETERMINED BY THE PROJECT MANAGER. EQUIPMENT REFUELING, MAINTENANCE, AND CEMENT DUMPING IN THE VICINITY OF WATER COURSES ARE STRICTLY PROHIBITED AND SHALL BE PERFORMED IN PROPER CONTAINMENT AREAS. IN CASES WHERE PROJECT ACTIVITIES FALL UNDER THE PERMIT CONDITIONS OF CLEAN WATER ACT SECTIONS 404 AND 401, THE MORE STRINGENT AND HIGHER STANDARDS FOR COMPLIANCE SHALL APPLY.
4. DISTURBED AREAS SHALL BE REVEGETATED IN ACCORDANCE WITH SSHBC SPECIFICATION SECTION 632 WITH THE FOLLOWING CRITERIA MODIFIED HEREIN AT THE DIRECTION OF CITY OF SANTA FE STAFF. SEE BEST MANAGEMENT PRACTICES SHEET 5-3. THIS SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT.
5. 404 PERMIT AND 401 WATER QUALITY CERTIFICATION: THE CONTRACTOR SHALL ABIDE BY ALL PERMIT CONDITIONS AND RECOMMENDATIONS SPECIFIED UNDER THE U.S. ARMY CORPS OF ENGINEERS (CORPS) APPLICABLE 404 PERMIT (ACTION NO. SPA-2014-00145-ABQ) AND THE NEW MEXICO ENVIRONMENTAL DEPARTMENT SURFACE WATER QUALITY BUREAU (NMED SWQB) 401 WATER QUALITY CERTIFICATION.
6. PRIOR TO CONSTRUCTION, A SURVEY FOR PRAIRIE DOGS AND BURROWING OWLS SHALL BE CONDUCTED BY THE CONTRACTOR THROUGHOUT THE PROJECT LIMITS AND WITHIN THE EXISTING RIGHT-OF-WAY. PRAIRIE DOG SURVEYS SHALL BE CONDUCTED BETWEEN APRIL AND SEPTEMBER. IF PRAIRIE DOGS ARE FOUND, THEY SHALL BE RELOCATED IN COMPLIANCE WITH CITY OF SANTA FE ORDINANCES TO AN APPROPRIATE HABITAT OUTSIDE OF THE BREEDING SEASON (MAY 1 - JUNE 15).
7. IN THE EVENT PRAIRIE DOGS ARE LOCATED WITHIN THE PROJECT LIMITS DURING CONSTRUCTION THE CONTRACTOR SHALL CEASE WORK IN THE AREA IMMEDIATELY AND NOTIFY THE PROJECT MANAGER. THE CONTRACTOR IS HEREBY ADVISED OF THE CITY OF SANTA FE ORDINANCE NO. 2001-35 REGARDING THE HUMANE RELOCATION OF GUNNISON PRAIRIE DOGS AND SHALL BE REQUIRED TO ADHERE TO ALL FACETS OF THE ORDINANCE IF THE NEED ARISES.

LIST OF INCIDENTALS

NO.	DESCRIPTION	NOTE NO.
1	PERMITS	1
2	UTILITY LOCATIONS	4
3	STRUCTURE CLEANING	5
4	CONSTRUCTION WATER	10
5	MONUMENT PROTECTION	18
6	PUBLIC NOTIFICATION	19
7	PRECONSTRUCITON SUBMITTALS, SCHEDULE, & PROGRESS MEETINGS	15, 24, 27
8	MATERIAL HANDLING	30

Santa Fe Engineering Consultants, LLC

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	4-2

TESCP, NPDES, SWPPP ADDITIONAL NOTES:

1. CITY OF SANTA FE STORMWATER ILLICIT DISCHARGE CONTROL. SFCC 13-2 PROHIBITS THE DISCHARGE OF POLLUTANTS INCLUDING SEDIMENT, SLURRIES, MUD, PLASTERS, CONCRETE RINSATES AND ANY CONSTRUCTION MATERIALS, WASTES AND GARBAGE, ETC. TO THE STORM DRAIN SYSTEM. THE STORM DRAIN SYSTEM INCLUDES ROADS, STREETS, CURBS, GUTTERS, DROP INLETS, PIPED STORM DRAINS, CULVERTS, RETENTION AND DETENTION BASINS, NATURAL AND MAN-MADE DRAINAGE CHANNELS, ARROYOS, RIVERS AND ANY FACILITY AND APPURTENANCE BY WHICH STORMWATER IS COLLECTED AND/OR CONVEYED.
2. THE CONTRACTOR SHALL COMPLY WITH ALL REGULATIONS OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY, INCLUDING THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM. FOR INFORMATION CONTACT THE NPDES CONTACT FOR THE CITY OF SANTA FE AT (505) 955-2132. THE CONTRACTOR IS RESPONSIBLE FOR SECURING ALL PERMITS REQUIRED BY FEDERAL, STATE AND CITY REGULATIONS FOR NPDES COMPLIANCE. IMPROVEMENTS INCLUDED IN THIS PROJECT MAY QUALIFY AS NPDES BMPS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING NPDES APPLICATIONS AND NOTICES OF INTENT (NOI), DEVELOPING STORM WATER POLLUTION PREVENTION (SWPP) PLANS, AND MONITORING. A COPY OF THE SWPPP, NOI, AND OTHER NPDES DOCUMENTATION SHALL BE PROVIDED TO THE CITY OF SANTA FE STORM WATER MANAGEMENT SECTION AND THE CITY'S PROJECT MANAGER PRIOR TO THE START OF CONSTRUCTION.
4. BEST MANAGEMENT PRACTICES (BMPS) SHALL BE INSTALLED AND MAINTAINED BOTH DURING AND AFTER CONSTRUCTION TO PREVENT, TO THE EXTENT PRACTICABLE, POLLUTANTS IN STORM WATER FROM ENTERING WATERS OF THE U.S.
5. CITY OF SANTA FE TERRAIN AND STORMWATER REGULATIONS- SFCC 14-8.2 REQUIRES THAT CONSTRUCTION DISTURBED AREA SHALL BE PROTECTED AGAINST EROSION. SEDIMENT MUST BE CONTAINED ON THE DISTURBED AREA BY THE USE OF TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES SUCH AS SILT FENCING, SWALES, BERMS, GEOTEXTILES, SEDIMENT BASINS AND TRAPS. PROTECTION FOR STORM DRAIN INLETS SHALL BE PROVIDED TO PREVENT THE ENTRY OF SEDIMENT FROM THE SITE WHILE STILL ALLOWING THE ENTRY OF STORMWATER. CONTROL DEVICES SHALL BE KEPT IN PLACE AND USED UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED.
6. THE CONTRACTOR SHALL NOT REMOVE SILT FENCE AND MULCH SOCKS OR OTHER TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES UNTIL DISTURBED AREAS ARE STABILIZED. SOIL STABILIZATION AND EROSION CONTROL MEASURES SHALL BE COMPLETED WITHIN 21 CALENDAR DAYS AFTER COMPLETION OF CONSTRUCTION OR OTHER SOIL DISTURBANCE ACTIVITIES ON THE SITE. IF THE TIME OF YEAR IS NOT CONDUCIVE TO PLANTING, THEN PLANTING MAY BE DELAYED UNTIL THE NEXT APPROPRIATE PLANTING SEASON PROVIDED THAT ALL TEMPORARY EROSION CONTROL MEASURES ARE MAINTAINED UNTIL PERMANENT EROSION CONTROL MEASURES ARE IMPLEMENTED. TEMPORARY EROSION CONTROL MEASURES SHALL BE SELECTED, DESIGNED AND INSTALLED WITH AN APPROPRIATE SEED BASE TO PROVIDE EROSION CONTROL FOR AT LEAST THREE YEARS WITHOUT ACTIVE MAINTENANCE. TEMPORARY EROSION CONTROL MEASURES SHALL BE SELECTED, DESIGNED AND INSTALLED TO ACHIEVE 70 PERCENT VEGETATIVE COVER WITHIN THREE YEARS.

NO.	DESCRIPTION	DATE	BY

REVISIONS (OR CHANGE NOTES)

ERIC A. CORNELIUS, NEW MEXICO, 23786, PROFESSIONAL ENGINEER

EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 1

GENERAL NOTES

DATE:	SCALE:	SHEET:
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UTILITY GENERAL NOTES:

1. EXISTING UTILITIES: THE CONTRACTOR SHALL LOCATE ALL UTILITIES WITHIN THE CONSTRUCTION LIMITS OF THIS PROJECT PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES. THIS WORK MAY INCLUDE POT HOLING. COSTS ASSOCIATED WITH LOCATING EXISTING UTILITIES ARE CONSIDERED INCIDENTAL AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE. IF EXISTING UTILITIES ARE DAMAGED DURING POTHOLE OPERATIONS OR DURING CONSTRUCTION ALL WORK OR COSTS ASSOCIATED WITH REPAIRING DAMAGED UTILITIES SHALL BE AT THE CONTRACTOR'S EXPENSE AND WILL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.
2. CONTRACTOR COORDINATION WITH UTILITY OWNERS: THE CONTRACTOR IS HEREBY ADVISED THAT UTILITY RELOCATING WORK BY THE UTILITY OWNERS MAY HAVE TO BE PERFORMED CONCURRENT WITH CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE FOR UTILITY WORK IN CONJUNCTION WITH RESPECTIVE UTILITY OWNERS. ANY CLAIMS FOR DELAY SHALL BE CONTROLLED BY THE TERMS AND CONDITIONS OF SUBSECTIONS 105.6 – COOPERATION WITH UTILITIES, AND 107.20 – CONTRACTOR'S RESPONSIBILITY OF THE NMDOT STANDARD SPECIFICATIONS FOR HIGHWAY & BRIDGE CONSTRUCTION, 2019 EDITION
3. CONTRACTOR SHALL PREVENT ANY DEBRIS FROM ENTERING THE SANITARY SEWER DURING CONSTRUCTION. SPECIAL ATTENTION SHALL BE GIVEN TO THE SANITARY SEWER TO PREVENT STOPPAGE OR DAMAGES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COST ASSOCIATED WITH ANY MAINTENANCE, INCLUDING BY-PASS PUMPING OR DAMAGES CAUSED BY CONSTRUCTION.
4. THE CONTRACTOR WILL NOT RECEIVE ADDITIONAL COMPENSATION OR TIME EXTENSION FOR DELAYS OR INCONVENIENCES OR DAMAGES SUSTAINED DUE TO ANY INTERFERENCE FROM SAID UTILITY APPURTENANCES OR THE OPERATION OF MOVING THEM RESULTING FROM CONTRACTOR'S NEGLIGENCE.
5. CENTURY LINK (OR OTHER) FIBER OPTIC LINE: THE CONTRACTOR SHALL NOTIFY CENTURY LINK 72 HOURS IN ADVANCE OF ANY EXCAVATION WORK IN THE AREA OF A FIBER OPTIC LINE. THE CONTRACTOR SHALL COORDINATE WITH CENTURY LINK DURING EXCAVATION SO CENTURY LINK CAN PROVIDE THE LABOR AND MATERIAL TO PROPERLY SUPPORT THE FIBER OPTIC LINE BEFORE SOIL IS REMOVED FROM UNDER THE LINE. COORDINATION OF WORK SHALL BE INCIDENTAL TO THE PROJECT.

REVEGETATION NOTES:

1. DISTURBED AREAS OUTSIDE OF THE FLOODWAY SHALL BE REVEGETATED IN ACCORDANCE WITH SSHBC SPECIFICATION SECTION 632 WITH THE FOLLOWING CRITERIA MODIFIED HEREIN AT THE DIRECTION OF CITY OF SANTA FE STAFF:

SEED TYPE	GENUS/SPECIES	COMMON NAME	SEED RATE LBS./ACRE OF PURE LIVE SEED
GRASSES	Achnatherum hymenoides	Indian Ricegrass	1.5
	Bouteloua gracilis	Blue Grama	4
	Bouteloua curtipendula	Sideoats Grama	3
	Buchloe dactyloides	Buffalograss	8
	Muhlenbergia wrightii	Spike Muhly	1
	Pascopyrum smithii	Western Wheatgrass	2
	Pleuraphis jamesii	Galleta	1
	Schizachyrium scoparium	Little Bluestem	2
	Sporobolus airoides	Alkali Sacaton	1
PERENNIALS	Castilleja integra	Orange Paintbrush	1
	Gaillardia pulchella	Firewheel	2
	Linum lewisii	Blue Flax	1.5
	Lupinus argenteus	Silvery Lupine	1.5
	Oenothera hookeri	Hooker's Evening Primrose	1
	Penstemun barbatus	Scarlet Bugler	2
	Penstemun strictus	Rocky Mountain Penstemon	2
	Verbena bipinnatafida	Great Plains Verbena	1
		TOTAL	35.5

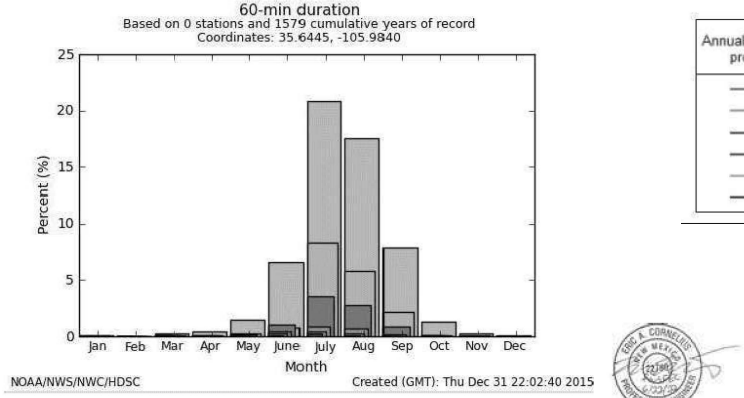
2. MODIFICATIONS TO THIS SEED MIX SHALL BE APPROVED BY THE CITY OF SANTA FE PRIOR TO INSTALLATION.

SPECIAL NOTES:

1. THE CONTRACTOR'S SURVEYOR SHALL COORDINATE WITH DAWSON SURVEYS, INC. THE CONTRACTOR'S SURVEYOR SHALL VERIFY PROPOSED GRADES, INVERT ELEVATIONS, FLOW LINES, ALIGNMENTS, PROPERTY LINES, RIGHT OF WAY, SETBACKS, AND TOPOGRAPHY PRIOR TO CONSTRUCTION. ANY DEVIATIONS SHALL BE REPORTED TO THE ENGINEER.
2. THE EXISTING UTILITY LOCATIONS SHOWN ON THESE PLANS HAVE BEEN COMPILED FROM MULTIPLE SOURCES, INCLUDING UTILITY LOCATES, AND FIELD SURVEYS (AS COMPILED BY DAWSON SURVEYS, INC.). IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY AND POTHOLE ANY POTENTIAL UTILITY CONFLICTS. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO PUBLIC OR PRIVATE PROPERTY, INCLUDING UTILITIES.
3. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING ARROYO DEL LOS CHAMISOS TRAIL. IF REPAIR IS NEEDED, THE CONTRACTOR SHALL CUT AND PATCH THE EXISTING TRAIL TO MATCH EXISTING SURFACE THICKNESS AS DIRECTED BY THE PROJECT MANAGER. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT.
4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PRESERVE/TRANSPLANT VEGETATION INCLUDING BUT NOT LIMITED TO (TREES, SHRUBS, BUSHES, NATIVE GRASSES). CONFINE WORK AREA TO LIMITS OF CONSTRUCTION. DISTURBED AREAS SHALL BE REVEGETATED IN ACCORDANCE WITH SSHBC SPECIFICATION SECTION 632 WITH THE FOLLOWING CRITERIA MODIFIED HEREIN AT THE DIRECTION OF CITY OF SANTA FE STAFF. SEE BEST MANAGEMENT PRACTICES SHEET 5-3.
5. CONTRACTOR SHALL CONFINE WORK AREAS TO THE LIMITS OF CONSTRUCTION AS SHOWN ON THE PLANS.
6. THE CONTRACTOR'S SURVEYOR SHALL BE A LICENSED NEW MEXICO PROFESSIONAL LAND SURVEYOR.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING HIS OWN PEDESTRIAN TRAFFIC DETOUR PLAN TO INCLUDE FLAGGING OPERATIONS, COVERING THE EXCAVATION, AND PROVIDING A TEMPORARY BASE COURSE WALKWAY THAT IS ADA ACCESSIBLE AROUND THE CONSTRUCTION ZONE ON THE EXISTING TOP OF BANK. SAID WALKWAY SHALL BE MAINTAINED TO ENSURE ADA COMPLIANCE. TRAFFIC AND PEDESTRIAN CONTROL PLAN WILL BE REQUIRED FOR REVIEW AND APPROVAL BY THE PROJECT MANAGER. SEE CITY OF SANTA FE GENERAL NOTE #20, FOR ADDITIONAL INFORMATION.
8. MAINTENANCE OF AS-BUILT PLANS. THE CONTRACTOR SHALL MAINTAIN AN UP TO DATE SET OF AS-BUILT PLANS FOR THE PROJECT. THESE PLANS SHALL BE KEPT CURRENT, WITHIN TWO WEEKS, AT ALL TIMES AND SHALL BE SUBJECT TO REVIEW BY THE PROJECT MANAGER THROUGHOUT THE PROJECT AND WILL BE REVIEWED BY THE PROJECT MANAGER FOR ACCURACY AND COMPLETENESS AT LEAST ONCE EVERY 30 DAYS. UPON 50% COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL SUBMIT PROGRESS AS-BUILT PLANS TO THE PROJECT MANAGER FOR REVIEW. THE FINAL AS-BUILT PLANS BEARING THE SIGNED SEAL AND CERTIFICATION OF THE CONTRACTOR'S SURVEYOR SHALL BE SUBMITTED TO THE PROJECT MANAGER PRIOR TO ANY FINAL PAYMENT. THIS WORK IS CONSIDERED INCIDENTAL TO COMPLETION OF THE PROJECT AND NO MEASUREMENT OR PAYMENT SHALL BE MADE.

POTENTIAL WORKZONE FLOODING:

THE CONTRACTOR SHOULD BE AWARE OF TYPICAL PRECIPITATION AND RUNOFF PATTERNS IN THIS AREA AND CONSIDER THE POTENTIAL DANGER OF FLOODING WITHIN THE ARROYO DE LOS CHAMISOS. THE CONTRACTOR SHALL TAKE APPROPRIATE PRECAUTIONS TO PROTECT HIS WORK AND PERSONNEL. THIS IS INCIDENTAL TO THE PROJECT.



NO.	DESCRIPTION	DATE	BY
	REVISIONS (OR CHANGE NOTES)		

EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 1

GENERAL NOTES

DATE:	SCALE:	SHEET:
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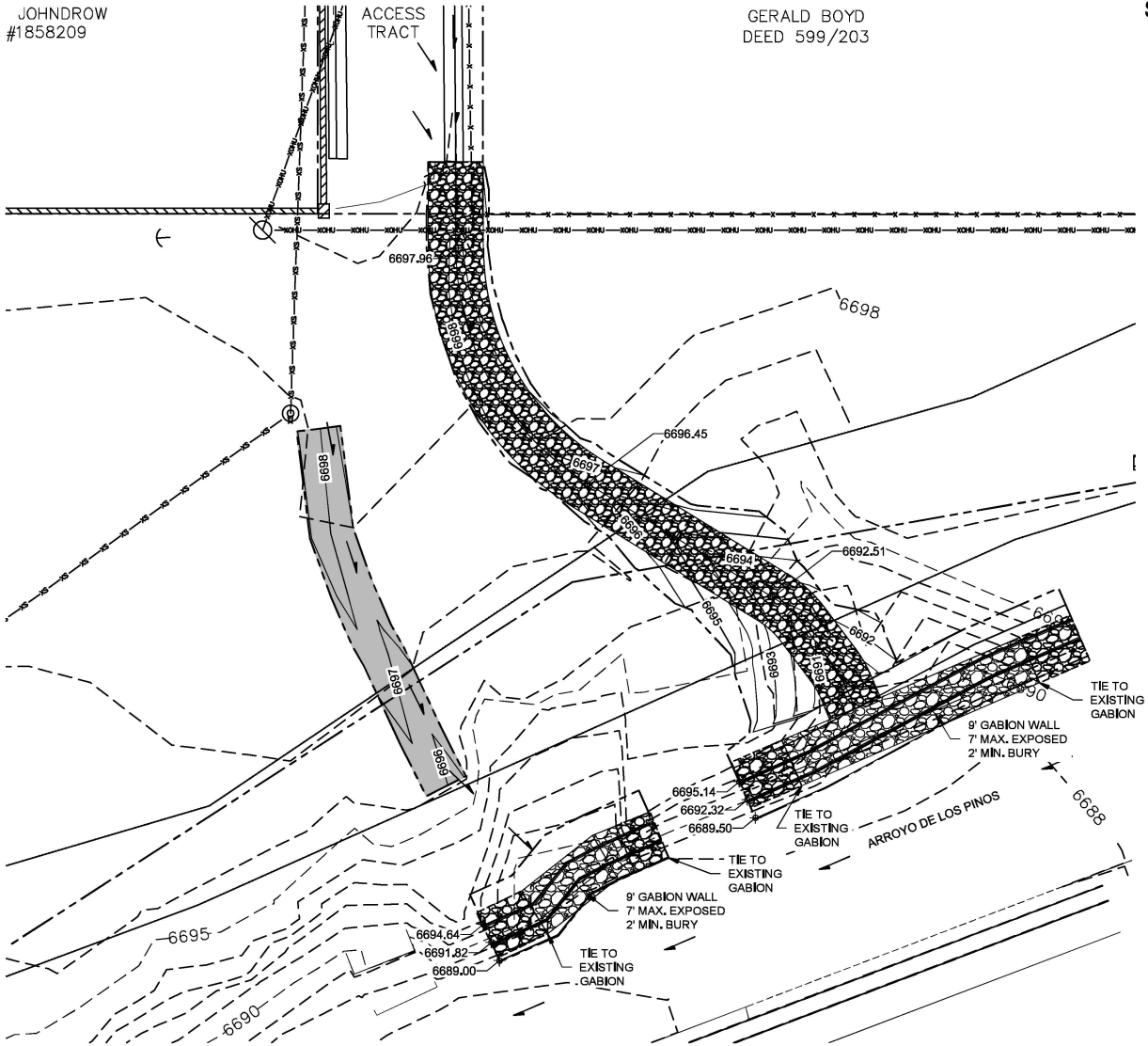

GRADING AND DRAINAGE PLAN
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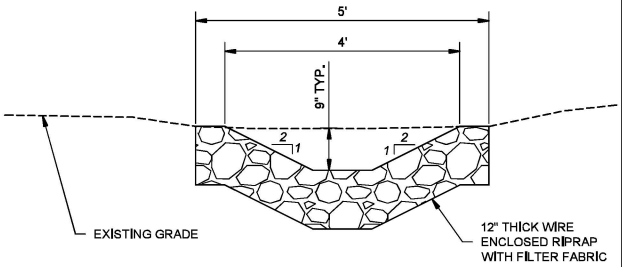

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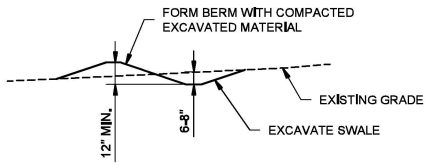

BERM SECTION
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0 2.5 5 10
SCALE: 1" = 5'

Santa Fe Engineering Consultants, LLC

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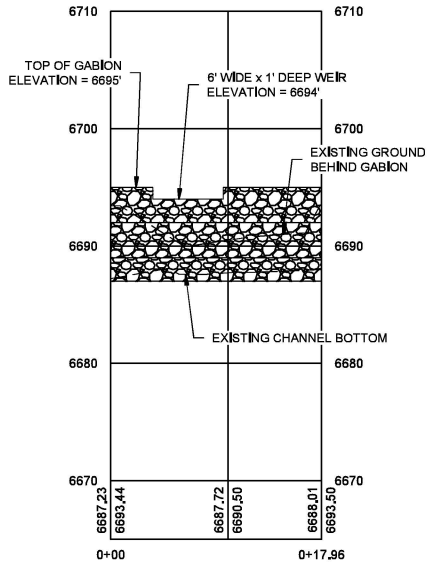
EROSION CONTROL AND BANK REPAIR
AT ARROYO DE LOS CHAMISOS
NORTH FORK - SITE 1

GRADING AND DRAINAGE PLAN

DATE:	SCALE:	SHEET:
JUNE 2022	AS NOTED	5-1



WEST GABION PROFILE
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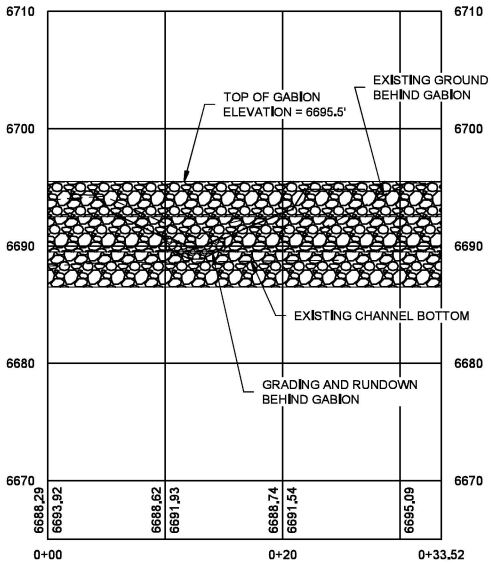

EAST GABION PROFILE
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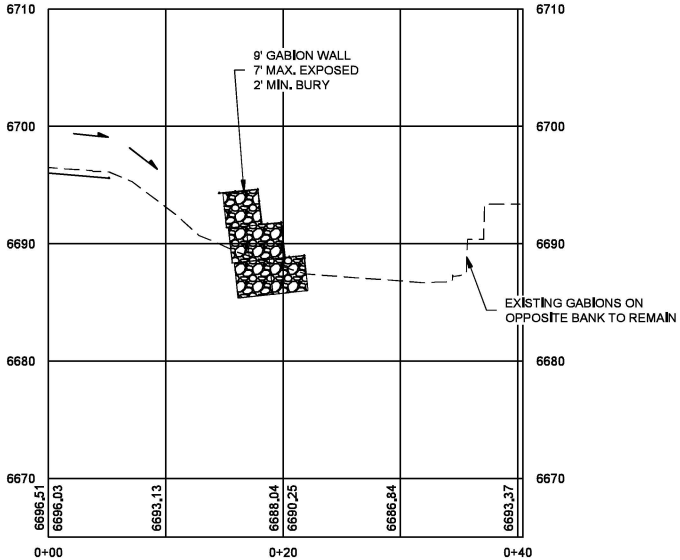
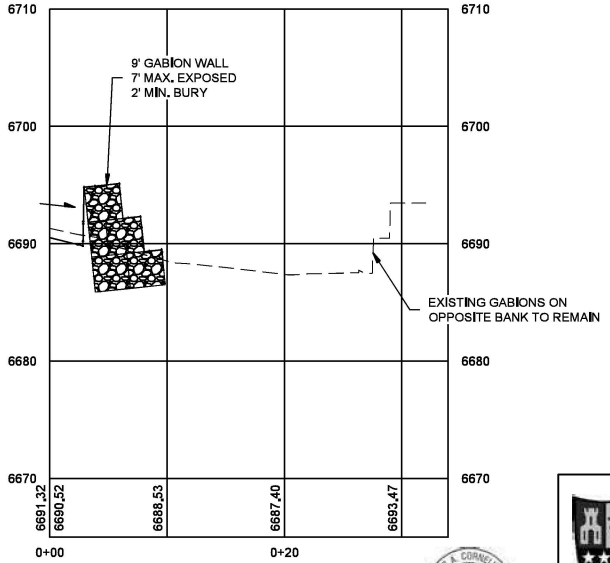


WEST GABION SECTION
SCALE: 1" = 5'



EAST GABION SECTION
SCALE: 1" = 5'

0 2.5 5 10
SCALE: 1" = 5'

Santa Fe Engineering Consultants, LLC

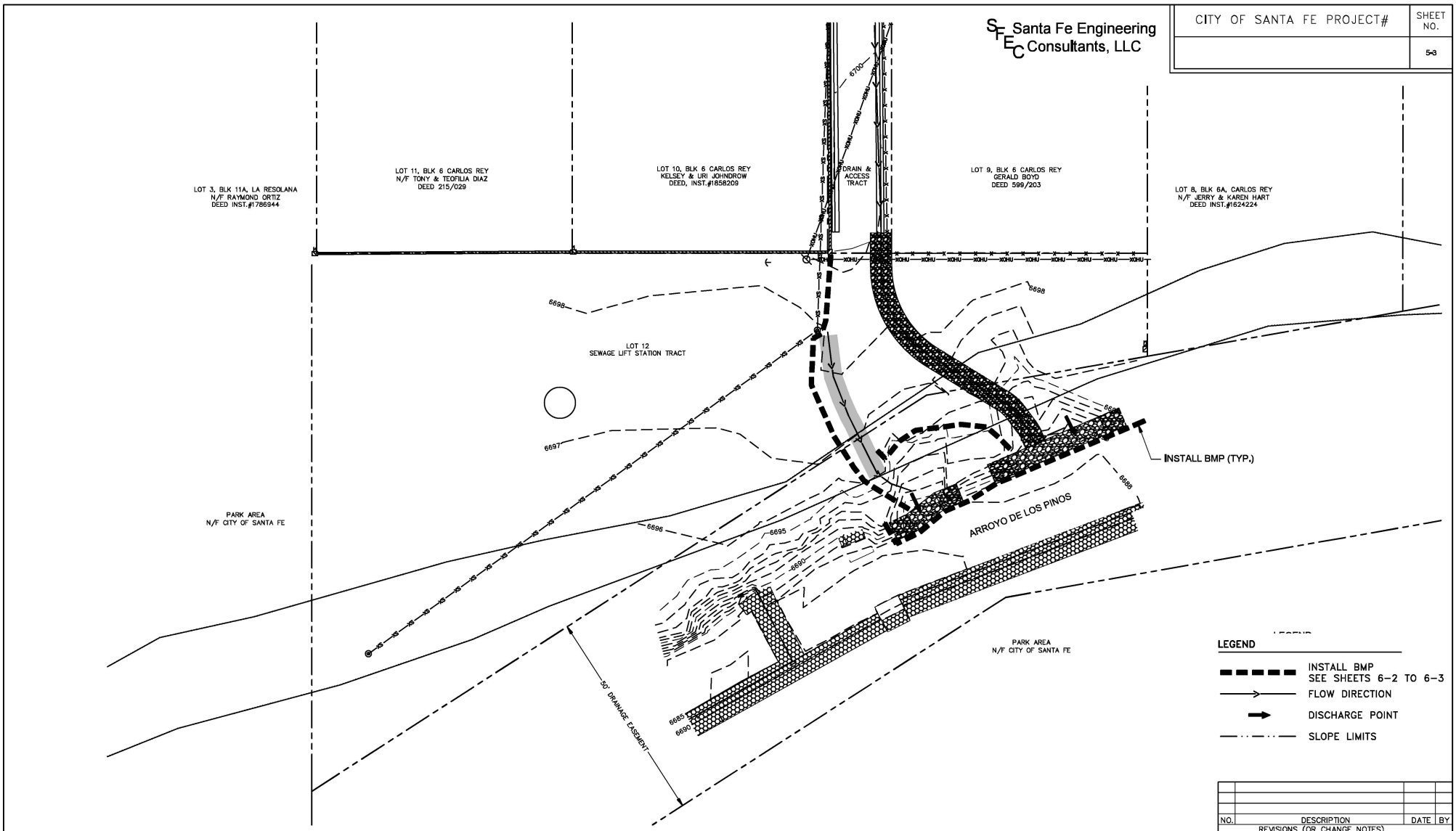
CITY OF SANTA FE PROJECT#	SHEET NO.
	5-2

NO.	DESCRIPTION	DATE	BY
	REVISIONS (OR CHANGE NOTES)		

EROSION CONTROL AND BANK REPAIR
AT ARROYO DE LOS CHAMISOS
NORTH FORK - SITE 1

POND SECTIONS

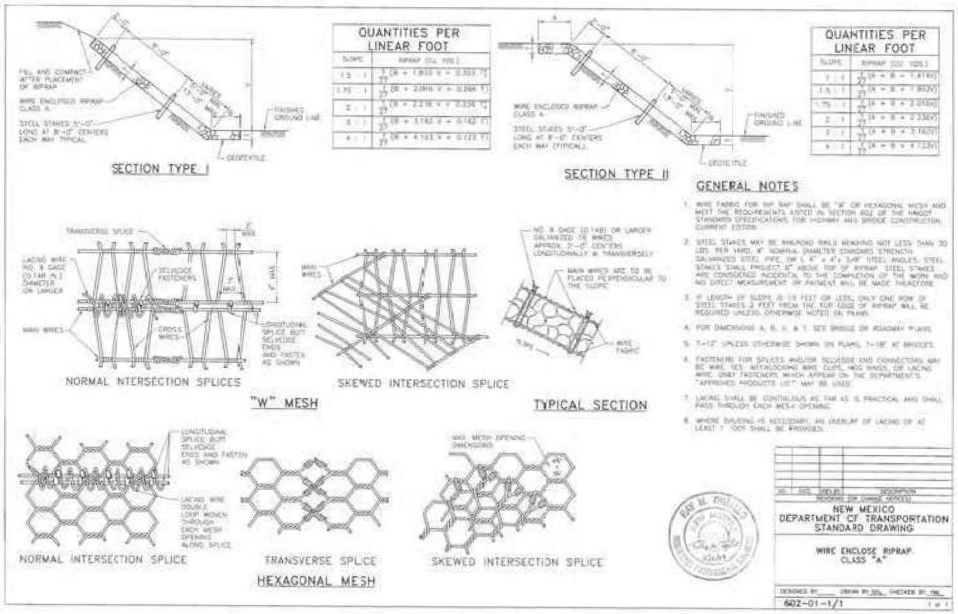
DATE:	SCALE:	SHEET:
JUNE 2022	AS NOTED	5-2



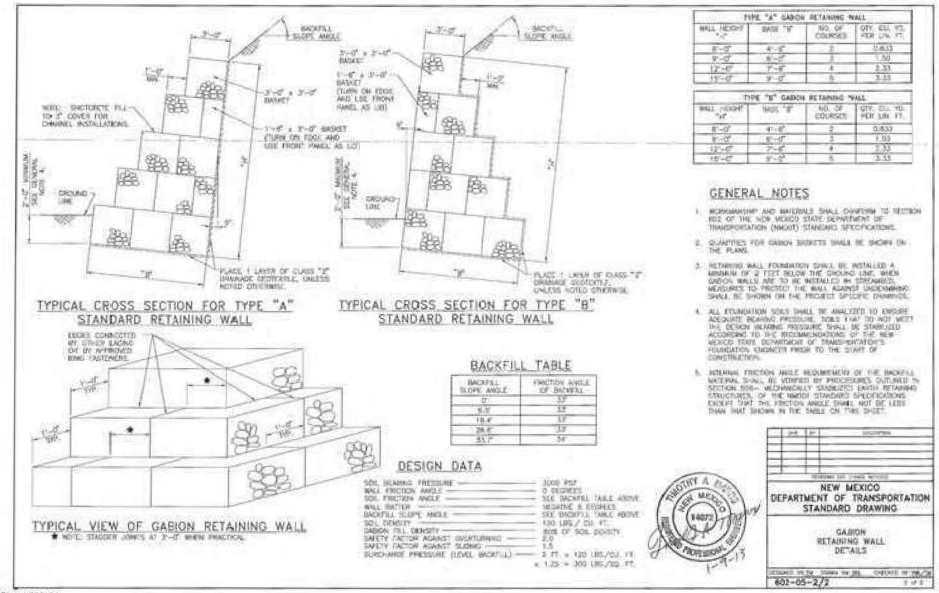
NOTE:
THE CONTRACTOR IS TO PLAN ON PERIODIC REPAIR AND/OR REPLACEMENT OF BMPs. ANY PLACEMENT OF TEMPORARY EROSION CONTROL BMPs DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FACILITATE CONSTRUCTION OPERATIONS AND PHASING AND TO ELIMINATE SEDIMENT FROM LEAVING THE CONSTRUCTION SITE IN ACCORDANCE WITH THE "CONSTRUCTION GENERAL PERMIT". PRIOR TO REMOVING ANY BMPs, THE CITY OF SANTA FE SHALL BE NOTIFIED FOR APPROVAL.

TESCM PLAN
SCALE: 1" = 10'

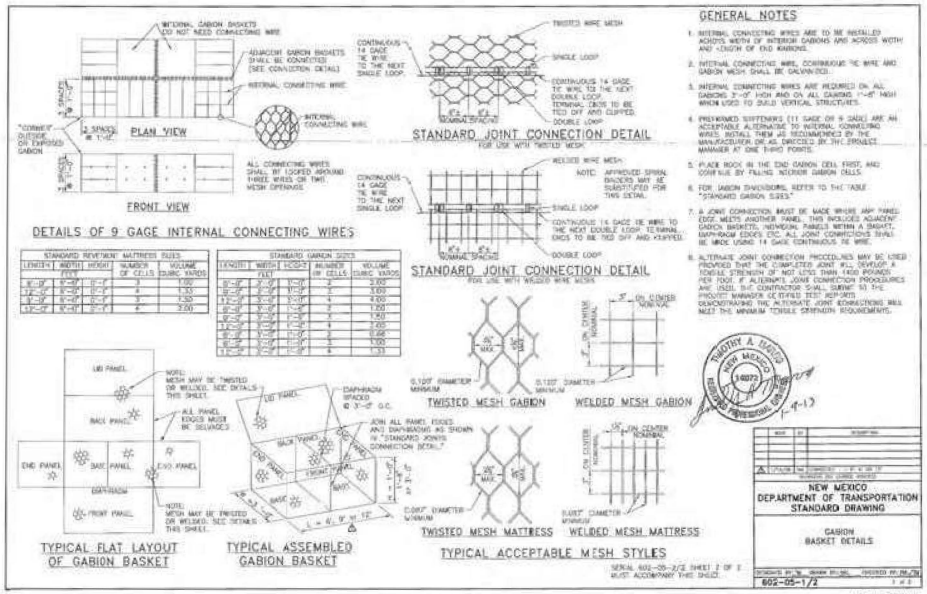
0 5 10 20
SCALE: 1" = 10'



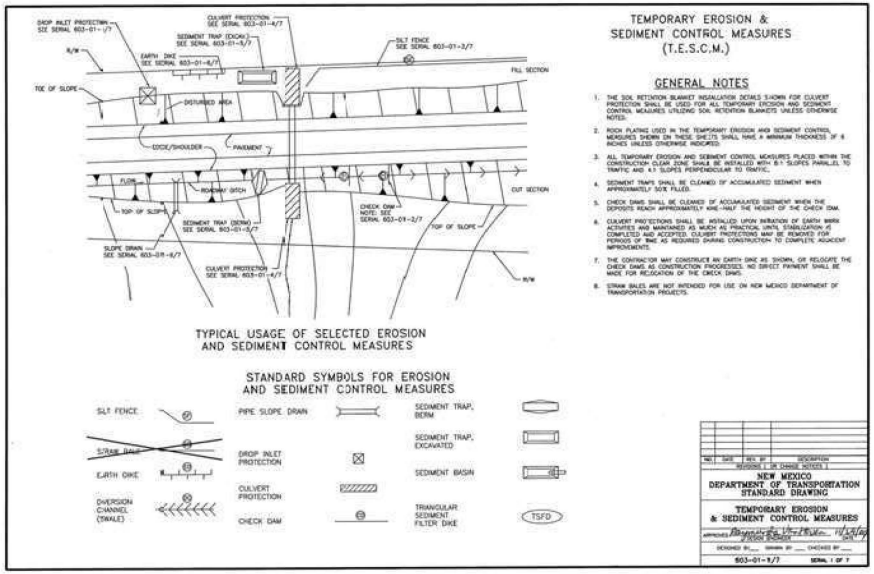
Sheet 602-01

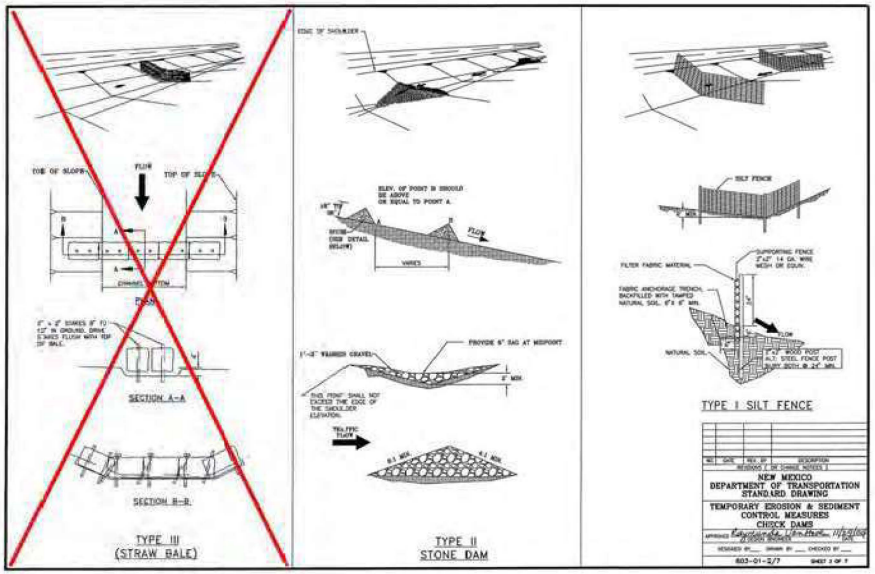


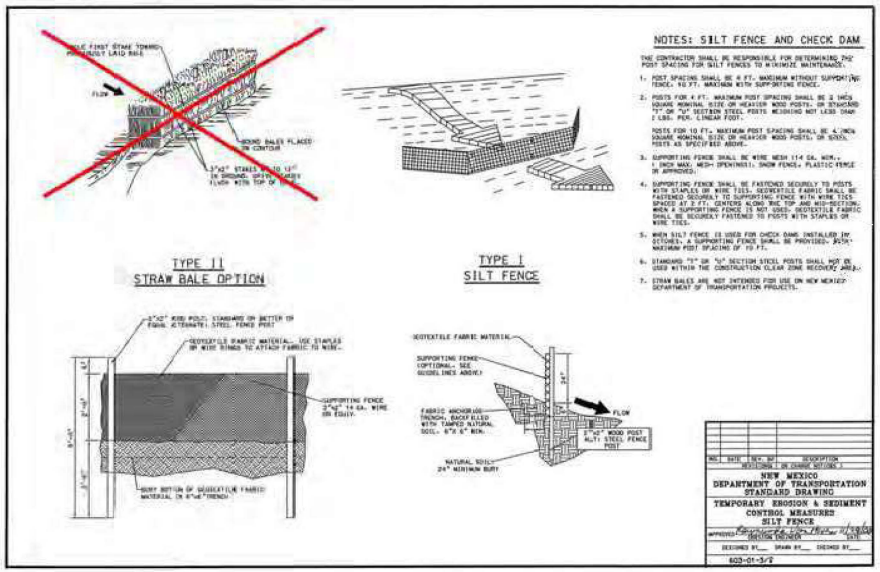
Sheet 602-04

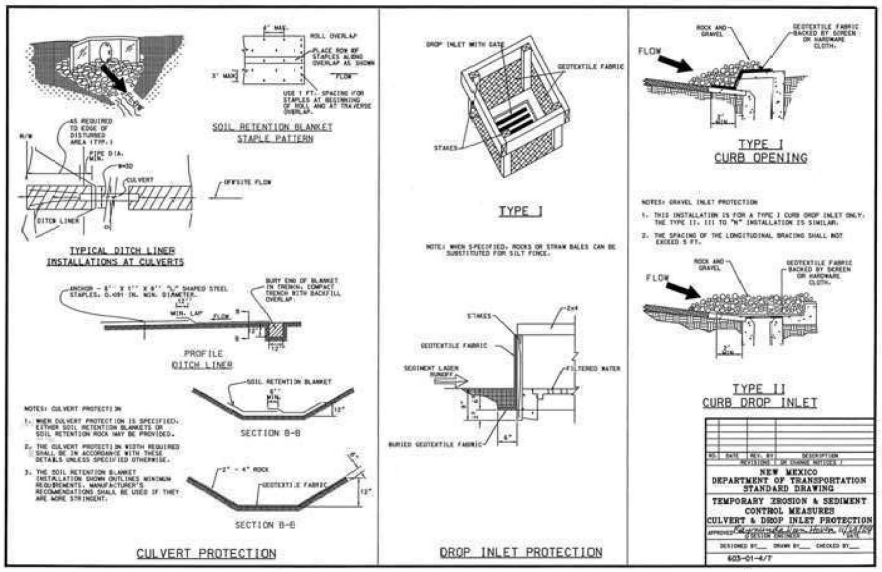


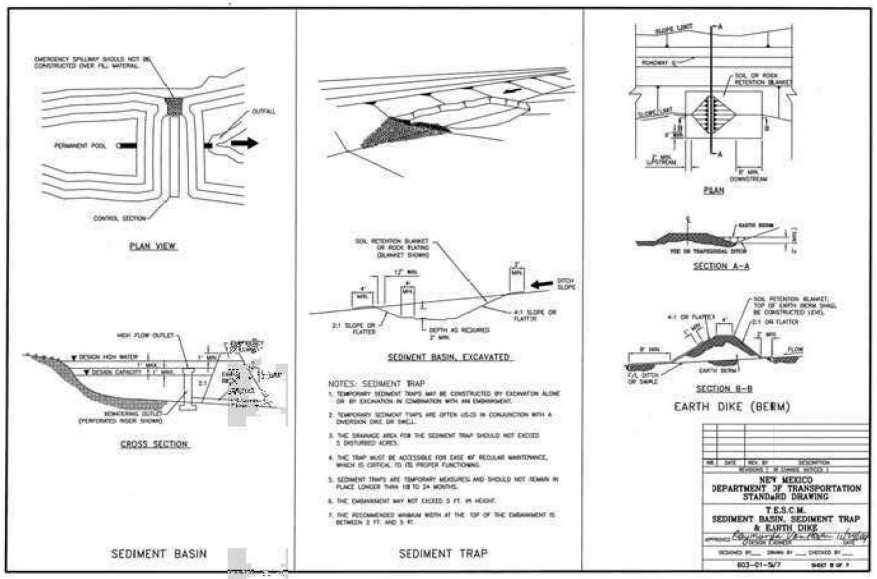
Sheet 602-03

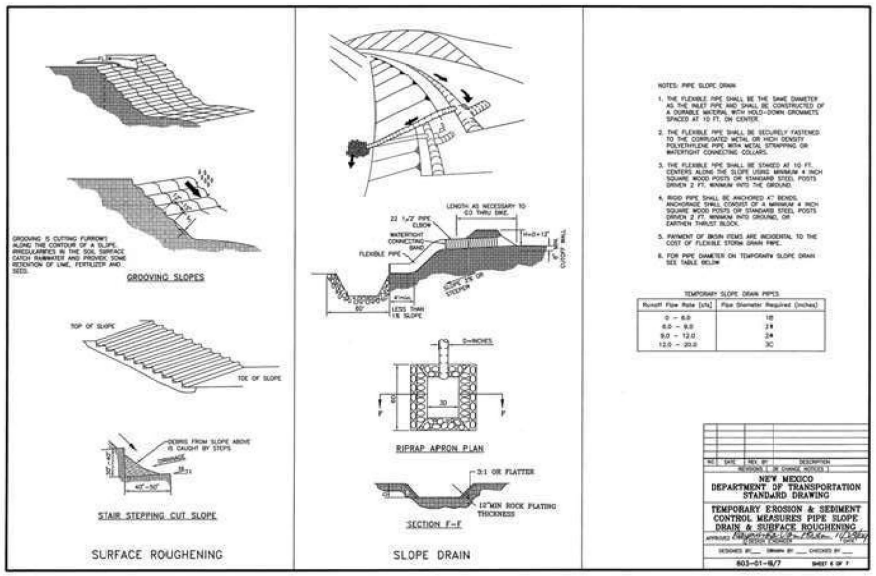

TEMPORARY EROSION & SEDIMENT CONTROL MEASURES (T.E.S.C.M.)
GENERAL NOTES
TYPICAL USAGE OF SELECTED EROSION AND SEDIMENT CONTROL MEASURES
STANDARD SYMBOLS FOR EROSION AND SEDIMENT CONTROL MEASURES
SILT FENCE
STRAW BALE
EARTH DIKE
DIVERSION CHANNEL (SWALE)
PIPE SLOPE DRAIN
DROP INLET PROTECTION
CULVERT PROTECTION
CHECK DAM
SEDIMENT TRAP, BERM
SEDIMENT TRAP, EXCAVATED
SEDIMENT BASIN
TRIANGULAR SEDIMENT FILTER DIKE
TSFD
NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING
TEMPORARY EROSION & SEDIMENT CONTROL MEASURES
603-01-1/7

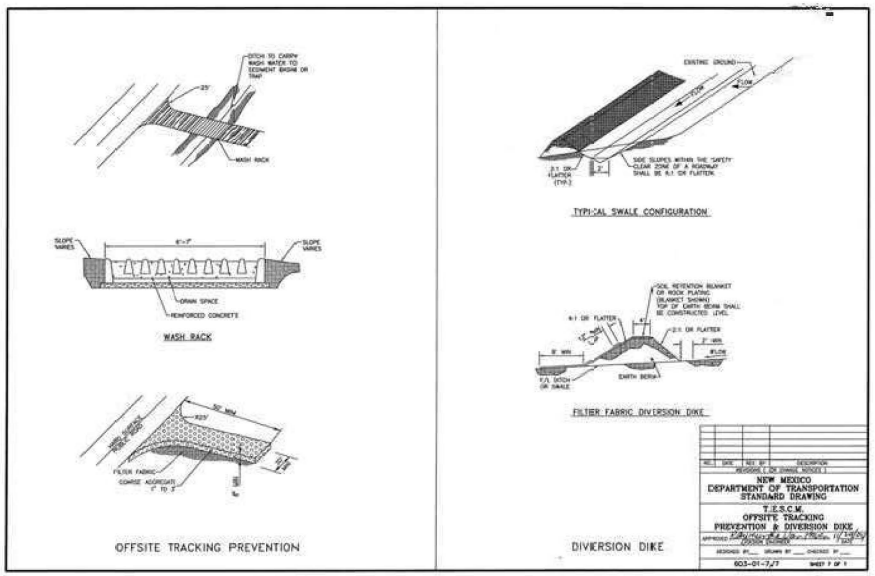

TOP OF SLOPE
FLOW
SECTION A-A
SECTION B-B
TYPE III (STRAW BALE)
TYPE II STONE DAM
SILT FENCE
TYPE I SILT FENCE
NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING
TEMPORARY EROSION & SEDIMENT CONTROL MEASURES
CHECK DAMS
603-01-2/7


NOTES: SILT FENCE AND CHECK DAM
TYPE II STRAW BALE OPTION
TYPE I SILT FENCE
NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING
TEMPORARY EROSION & SEDIMENT CONTROL MEASURES
SILT FENCE
603-01-3/7

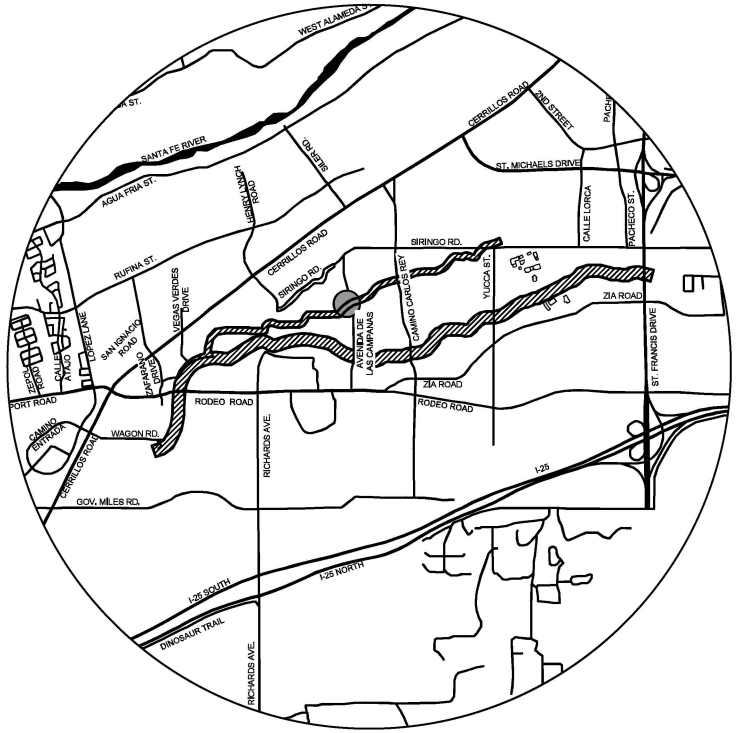

SOIL RETENTION BLANKET STAPLE PATTERN
TYPICAL DITCH LINER INSTALLATIONS AT CULVERTS
PROFILE DITCH LINER
SECTION B-B
CULVERT PROTECTION
TYPE I
DROP INLET PROTECTION
TYPE I CURB OPENING
TYPE II CURB DROP INLET
NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING
TEMPORARY EROSION & SEDIMENT CONTROL MEASURES
CULVERT & DROP INLET PROTECTION
603-01-4/7


EMERGENCY SPILLWAY SHOULD NOT BE CONSTRUCTED OVER FILL MATERIAL.
OUTFALL
PERMANENT POOL
CONTROL SECTION
PLAN VIEW
HIGH FLOW OUTLET
DESIGN HIGH WATER
DESIGN CAPACITY
DEWATERING OUTLET (PERFORATED RISER SHOWN)
CROSS SECTION
SEDIMENT BASIN
SOIL RETENTION BLANKET OR ROCK PLATING (BLANKET SHOWN)
DITCH SLOPE
2:1 SLOPE OR FLATTER
4:1 SLOPE OR FLATTER
DEPTH AS REQUIRED
SEDIMENT BASIN, EXCAVATED
NOTES: SEDIMENT TRAP
1. TEMPORARY SEDIMENT TRAPS MAY BE CONSTRUCTED BY EXCAVATION ALONE OR BY EXCAVATION IN COMBINATION WITH AN EMBANKMENT.
2. TEMPORARY SEDIMENT TRAPS ARE OFTEN USED IN CONJUNCTION WITH A DIVERSION DIKE OR SWALE.
3. THE DRAINAGE AREA FOR THE SEDIMENT TRAP SHOULD NOT EXCEED 5 DISTURBED ACRES.
4. THE TRAP MUST BE ACCESSIBLE FOR EASE OF REGULAR MAINTENANCE, WHICH IS CRITICAL TO ITS PROPER FUNCTIONING.
5. SEDIMENT TRAPS ARE TEMPORARY MEASURES AND SHOULD NOT REMAIN IN PLACE LONGER THAN 18 TO 24 MONTHS.
6. THE EMBANKMENT MAY NOT EXCEED 5 FT. IN HEIGHT.
7. THE RECOMMENDED MINIMUM WIDTH AT THE TOP OF THE EMBANKMENT IS BETWEEN 2 FT. AND 5 FT.
SEDIMENT TRAP
SLOPE LIMIT
ROADWAY
SOIL OR ROCK RETENTION BLANKET
8' MIN. DOWNSTREAM
PLAN
EARTH BERM
SECTION A-A
SOIL RETENTION BLANKET; TOP OF EARTH BERM SHALL BE CONSTRUCTED LEVEL
4:1 OR FLATTER
2:1 OR FLATTER
8' MIN.
F/L DITCH OR SWALE
SECTION B-B
EARTH DIKE (BERM)
NO. | DATE | REV. BY | DESCRIPTION
REVISIONS 1, OR CHANGE NOTICES 1
NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING
T.E.S.C.M. SEDIMENT BASIN, SEDIMENT TRAP & EARTH DIKE
DESIGNED BY ___ DRAWN BY ___ CHECKED BY ___
803-01-5/7
SHEET 5 OF 7


GROOVING IS CUTTING FURROWS ALONG THE CONTOUR OF A SLOPE, PERPENDICULARLY TO THE SOIL SURFACE TO INTERCEPT RUNOFF AND PROVIDE SOME INCREASE OF LIME, FERTILIZER AND SEED.
GROOVING SLOPES
TOP OF SLOPE
TOE OF SLOPE
DEBRIS FROM SLOPE ABOVE IS CAUGHT BY STEPS
STAIR STEPPING CUT SLOPE
SURFACE ROUGHENING
LENGTH AS NECESSARY TO GO THRU DIKE
22 1/2° PIPE ELBOW
WATERTIGHT CONNECTING BAND
FLEXIBLE PIPE
SLOPE 3:1 OR FLATTER
LESS THAN 15 SLOPE
D=INCHES
RIPRAP APRON PLAN
3:1 OR FLATTER
12" MIN ROCK PLATING THICKNESS
SECTION F-F
SLOPE DRAIN
NOTES: PIPE SLOPE DRAIN
1. THE FLEXIBLE PIPE SHALL BE THE SAME DIAMETER AS THE INLET PIPE AND SHALL BE CONSTRUCTED OF A DURABLE MATERIAL WITH HOLD-DOWN GROMMETS SPACED AT 10 FT. ON CENTER.
2. THE FLEXIBLE PIPE SHALL BE SECURELY FASTENED TO THE CORRUGATED METAL OR HIGH DENSITY POLYETHYLENE PIPE WITH METAL STRAPPING OR WATERTIGHT CONNECTING COLLARS.
3. THE FLEXIBLE PIPE SHALL BE STAKED AT 10 FT. CENTERS ALONG THE SLOPE USING MINIMUM 4 INCH SQUARE WOOD POSTS OR STANDARD STEEL POSTS DRIVEN 2 FT. MINIMUM INTO THE GROUND.
4. RIGID PIPE SHALL BE ANCHORED 4" BENDS, ANCHORAGE SHALL CONSIST OF A MINIMUM 4 INCH SQUARE WOOD POSTS OR STANDARD STEEL POSTS DRIVEN 2 FT. MINIMUM INTO GROUND, OR EARTHEN THRUST BLOCK.
5. PAYMENT OF BROM ITEMS ARE INCIDENTAL TO THE COST OF FLEXIBLE STORM DRAIN PIPE.
6. FOR PIPE DIAMETER ON TEMPORARY SLOPE DRAIN SEE TABLE BELOW
TEMPORARY SLOPE DRAIN PIPES
Runoff Flow Rate (cfs) | Pipe Diameter Required (inches)
0 - 6.0 | 18
6.0 - 9.0 | 24
9.0 - 12.0 | 24
12.0 - 20.0 | 30
NO. | DATE | REV. BY | DESCRIPTION
REVISIONS 1, OR CHANGE NOTICES 1
NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING
TEMPORARY EROSION & SEDIMENT CONTROL MEASURES PIPE SLOPE DRAIN & SURFACE ROUGHENING
DESIGNED BY ___ DRAWN BY ___ CHECKED BY ___
803-01-6/7
SHEET 6 OF 7


DITCH TO CARRY RUNOFF WATER TO SEDIMENT BASIN OR TRAP
45°
WASH RACK
SLOPE VARIES
6'-7'
SLOPE VARIES
DRAIN SPACE
REINFORCED CONCRETE
WASH RACK
FILTER FABRIC
COARSE AGGREGATE 2" TO 3"
OFFSITE TRACKING PREVENTION
EXISTING GROUND
2:1 OR FLATTER (TYP.)
SIDE SLOPES WITHIN THE "SAFETY CLEAR ZONE OF A ROADWAY SHALL BE 6:1 OR FLATTER
TYPICAL SWALE CONFIGURATION
SOIL RETENTION BLANKET OR ROCK PLATING (BLANKET SHOWN)
TOP OF EARTH BERM SHALL BE CONSTRUCTED LEVEL
4:1 OR FLATTER
2:1 OR FLATTER
8' MIN.
F/L DITCH OR SWALE
EARTH BERM
FILTER FABRIC DIVERSION DIKE
NO. | DATE | REV. BY | DESCRIPTION
REVISIONS 1, OR CHANGE NOTICES 1
NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING
T.E.S.C.M. OFFSITE TRACKING PREVENTION & DIVERSION DIKE
DESIGNED BY ___ DRAWN BY ___ CHECKED BY ___
803-01-7/7
SHEET 7 OF 7
DIVERSION DIKE

EROSION CONTROL AND BANK REPAIR
AT ARROYO DE LOS CHAMISOS
NORTH FORK - SITE 2



N

0 1000 2000 4000

SCALE: 1" = 2000'

JUNE
2022

PREPARED FOR:

CITY OF SANTA FE
PUBLIC WORKS DEPT.
500 Market Station, Suite 200
Santa Fe, NM 87501

SANTA FE, NEW MEXICO
LYING WITHIN SECTION 4
T16N, R09E NMPM

APPROVED BY CITY OF SANTA FE	REVIEWED BY CITY OF SANTA FE HISTORIC PRESERVATION DIVISION
CITY PUBLIC WORKS DIRECTOR — DATE	HISTORIC PRESERVATION DIVISION — DATE
APPROVED BY CITY OF SANTA FE	APPROVED BY CITY OF SANTA FE MAYORS'S COMMITTEE ON DISABILITY
CITY ROADWAY AND TRAILS DIVISION DIRECTOR — DATE	CITY ADA COORDINATOR — DATE

ERIC A. CORNELIUS
NEW MEXICO
PROFESSIONAL ENGINEER

REV.	SHEETS	CITY ENGR.	DATE	REV.	SHEETS	CITY ENGR.	DATE

APPROVAL OF REVISIONS

SFEC
Santa Fe Engineering Consultants, LLC
1599 St. Francis Drive, Suite B
Santa Fe, NM 87505
(505) 982-2845 - Phone
(505) 982-2641 - Fax
http://www.SFENGR.com

CITY OF SANTA FE

APPROVED FOR CONSTRUCTION

CITY ENGINEER — DATE

COVER SHEET

SHEET 1-1

Santa Fe Engineering Consultants, LLC

CITY OF SANTA FE PROJECT#	SHEET NO.
	1-2

INDEX OF SHEETS

SHEET NUMBER	DESCRIPTION
1-1	COVER SHEET
1-2	INDEX OF SHEETS
1-3	REVEGETATION AND ENVIRONMENTAL NOTES
~~1-4 TO 1-5~~	~~NATIONWIDE PERMIT VERIFICATION~~ (NOT REQUIRED)*
2-1	SITE PLAN
2-2	GEOMETRICS PLAN
2-3	DEMOLITION PLAN
3-1	CERTIFIED TOPOGRAPHIC MAP
4-1 TO 4-3	GENERAL NOTES
5-1	GRADING AND DRAINAGE PLAN
5-2	ENERGY DISSIPATOR SECTIONS AND DETAILS
5-3 TO 5-5	CHANNEL CROSS SECTIONS
6-1	CONSTRUCTION TRAFFIC CONTROL PLAN
7-1	TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES PLAN

*NOTE
A USACE PERMIT IS NOT REQUIRED FOR THIS SITE AS CURRENT USACE GUIDELINES CLASSIFY THIS CHANNEL AS OUTSIDE THE WATERS OF THE U.S.

INDEX OF STANDARD DRAWINGS

SHEET NUMBER	DESCRIPTION	REVISION DATE	SERIAL
8-1	WIRE ENCLOSED RIPRAP CLASS "A"	11/16/2009	602-01-1/1
8-1	GABION BASKET DETAILS	1/9/2013	602-05-1/2
8-1	GABION RETAINING WALL DETAILS	1/9/2013	602-05-2/2
8-2	TESCM DETAILS	11/29/2004	603-01-1/7 TO 603-01-4/7
8-3	TESCM DETAILS	11/29/2004	603-01-5/7 TO 603-01-7/7

NO.	DESCRIPTION	DATE	BY

REVISIONS (OR CHANGE NOTES)

EROSION CONTROL AND BANK REPAIR
AT ARROYO DE LOS CHAMISOS
NORTH FORK - SITE 2

INDEX OF SHEETS

DATE:	SCALE:	SHEET:
JUNE 2022	NOT TO SCALE	1-2

Conditional Section 401 Certification of NWPs:

1. Activities in intermittent and perennial surface waters of the state require notification to the NMED Surface Water Quality Bureau. The notification must include: 1) detailed construction plans (including proposed in-channel excavations and temporary diversions); 2) a description of potential adverse water quality impacts (including turbidity, which is a measurement of the amount of suspended material in water, as well as oil, grease, or hydraulic fluid, and all other potential contaminants); 3) a description of methods to be used to prevent water quality impacts (including detailed Best Management Practices, which must be designed to minimize sediment, oil, grease, and other pollutants from entering the water); 4) any surface water monitoring procedures; and 5) for any unavoidable surface water impacts, conceptual mitigation plans.

2. Fuel, oil, hydraulic fluid, lubricants, and other petrochemicals must not be stored within the 100-year floodplain and must have a secondary containment system capable of containing twice the volume of the product. Appropriate spill clean-up materials such as booms and absorbent pads must be available on-site at all times during construction.

3. All heavy equipment used in the project area must be pressure washed and/or steam cleaned before the start of the project and inspected daily for leaks. A written log of inspections and maintenance must be completed and maintained throughout the project period. Leaking equipment must not be used in or near surface water. Refuel equipment at least 100 feet from surface water.

4. Work in the stream channel should be limited to periods of no flow. Work during low-flow periods must have prior approval by the NMED. Requests for such approval must describe planned methods to minimize turbidity and to avoid spills. Releases from dams must be incorporated into the work schedule to avoid working in high water.

5. Temporary crossings should be restricted to a single location and perpendicular to and at a narrow point of the channel to minimize disturbance. Heavy equipment must be operated from the bank or work platforms and not enter surface water, unless otherwise approved in writing by NMED. Heavy equipment must not be parked within the stream channel. Unless otherwise approved by NMED, directional borehole (horizontal) drilling must be used instead of open-cut trenching for the placement of utility lines or other buried structures crossing the channel. Requests for such approval of deviations must include a description of planned methods to minimize turbidity, to avoid spills, and to salvage any drilling equipment that cannot be withdrawn from beneath the channel.

6. Unless otherwise approved by NMED, flowing water must be temporarily diverted around the work area, but remain within the existing channel to minimize erosion and turbidity and to provide for aquatic life movement. Diversion structures must be non-erodible, such as sand bags, water bladders, concrete barriers, or channel lined with geotextile or plastic sheeting. Dirt cofferdams are not acceptable diversion structures. Requests for such approval of deviations must include descriptions of planned methods to minimize turbidity, to avoid spills, and to provide a continuous zone of passage for aquatic life through or around the project area in which the water quality meets all applicable criteria including turbidity.

7. All asphalt, concrete, drilling fluids and muds, and other construction materials must be properly handled and contained to prevent releases to surface water. Poured concrete must be fully contained in mortar-tight forms and/or placed behind non erodible cofferdams to prevent contact with surface or ground water. Appropriate measures must be used to prevent wastewater from concrete hatching, vehicle wash-down, or aggregate processing entering the watercourse. Dumping of any waste materials in or near watercourses is prohibited.

8. Protective measures must be used to prevent blast, ripped or excavated soil or rock from entering surface water. Construction excavation dewatering discharges are to be uncontaminated and include all practicable erosion control measures and turbidity control techniques.

9. Work or the use of heavy equipment in wetlands must be avoided or minimized unless the impacts are to be mitigated. Construction activities in wetlands must be scheduled during low water or winter (frozen) conditions. Unless otherwise approved by NMED, wetland crossings must be restricted to a single location and constructed perpendicular to and at a narrow point of the wetland. Requests for such approval of deviations must include descriptions of planned methods to minimize turbidity and avoid spills. Wetland vegetation and excavated material (top soil) must be retained and reused to improve seeding success. Permeable fills should be designed and installed when practicable, and flows to wetlands must not be permanently disrupted. Fill materials must be clean and consist of coarse material with minimal fines. Ditches or culverts in wetlands must have properly designed, installed and maintained siltation or sedimentation structures at the outfall.

10. During repair, demolition, treatments, or cleaning activities of bridges or associated structures (e.g., deck, pier, abutment, and wing walls), materials must be kept out of the channel. Before removing a bridge or related structures, impermeable containment material (e.g., plastic sheet, canvas, tarpaulins or other catchment devices) must be secured under the bridge and on the banks to capture any debris that may fall into the stream channel. Sandblasting operations must include vacuum systems or the bridge and associated structures must be completely bagged to collect all lead paint and concrete debris. Any debris that falls onto the containment area or channel must be properly disposed in accordance with the New Mexico Solid Waste Regulations (20.9.1 NMAC). Applicable Material Safety Data Sheets of water repellants and surface finish treatments must be maintained at the project area.

11. Bridges, culverts and structures at stream crossings must be properly designed, installed and maintained to allow passage of sediment, bedload, and woody debris, and to prevent erosion problems or diversion of the stream from its natural channel Unless otherwise approved by NMED, projects must not alter the natural stream channel size or shape (width, depth, gradient, direction or meander pattern), streamflow velocity (sediment transport rates), or water flow capacity. Requests for such approval of deviations must include descriptions of planned methods to minimize turbidity and avoid spills, as well as to stabilize modified hydraulic geometry.

12. Culverts at stream crossings must be designed and installed to prevent upstream headcutting, downstream channel incision, and erosion of the streambanks or the crossing. Culverts should be designed to pass 100-year flow events. Culvert design must allow for the passage of fish and other aquatic organisms. The road grade at culvert stream crossings must prevent the diversion of the stream from its channel in the event of culvert failure due to plugging or the exceedance of capacity. If the flow overtops the road, it must return to its natural channel instead of running down the road into a new channel.

13. Excavated trenches must be backfilled and compacted to match the bulk density and elevation of the adjacent undisturbed soil.

14. Unless otherwise approved by NMED, all areas adjacent to the watercourse that are disturbed because of the project, including temporary access roads, stockpiles and staging areas, must be restored to pre-project elevations. Disturbed areas outside the channel that are not otherwise physically protected from erosion must be reseeded or planted with native vegetation. Stabilization measures including vegetation are required at the earliest practicable date, but by the end of first full growing season following construction. Native woody riparian and/or wetland species must be used in areas that support such vegetation. Measures to prevent damage by beavers, wildlife, or livestock are required until trees are established. Plantings must be monitored and replaced for an overall survival rate of at least 80 percent by the end of the second growing season. Once established, native plants adapted to the site must be able to thrive with no supplemental water or treatment. Requests for approval of deviation from this condition must include descriptions of planned methods to minimize turbidity and avoid spills, as well as final grading plans.

15. A copy of this Certification must be kept at the project site during all phases of construction. All contractors involved in the project must be provided a copy of this certification and made aware of the conditions prior to starting construction.

16. The NMED must be notified at least five days before starting construction to allow time to schedule monitoring or inspections. The NMED must be notified immediately if the project results in an exceedence of applicable Standards.

REVEGETATION NOTES:

1. DISTURBED AREAS OUTSIDE OF THE FLOODWAY SHALL BE REVEGETATED IN ACCORDANCE WITH SSHBC SPECIFICATION SECTION 632 WITH THE FOLLOWING CRITERIA MODIFIED HEREIN AT THE DIRECTION OF CITY OF SANTA FE STAFF:

SEED TYPE	GENUS/SPECIES	COMMON NAME	SEED RATE LBS./ACRE OF PURE LIVE SEED
GRASSES	Achnatherum hymenoides	Indian Ricegrass	1.5
	Bouteloua gracilis	Blue Grama	4
	Bouteloua curtipendula	Sideoats Grama	3
	Buchloe dactyloides	Buffalograss	8
	Muhlenbergia wrightii	Spike Muhly	1
	Pascopyrum smithii	Western Wheatgrass	2
	Pleuraphis Jamesii	Galleta	1
	Schizachyrium scoparium	Little Bluestem	2
	Sporobolus airoides	Alkali Sacaton	1
PERENNIALS	Castilleja integra	Orange Paintbrush	1
	Gaillardia pulchella	Firewheel	2
	Linum lewisii	Blue Flax	1.5
	Lupinus argenteus	Silvery Lupine	1.5
	Oenothera hookeri	Hooker's Evening Primrose	1
	Penstemun barbatus	Scarlet Bugler	2
	Penstemun strictus	Rocky Mountain Penstemon	2
	Verbena bipinnatafida	Great Plains Verbena	1
		TOTAL	35.5

2. MODIFICATIONS TO THIS SEED MIX SHALL BE APPROVED BY THE CITY OF SANTA FE PRIOR TO INSTALLATION.

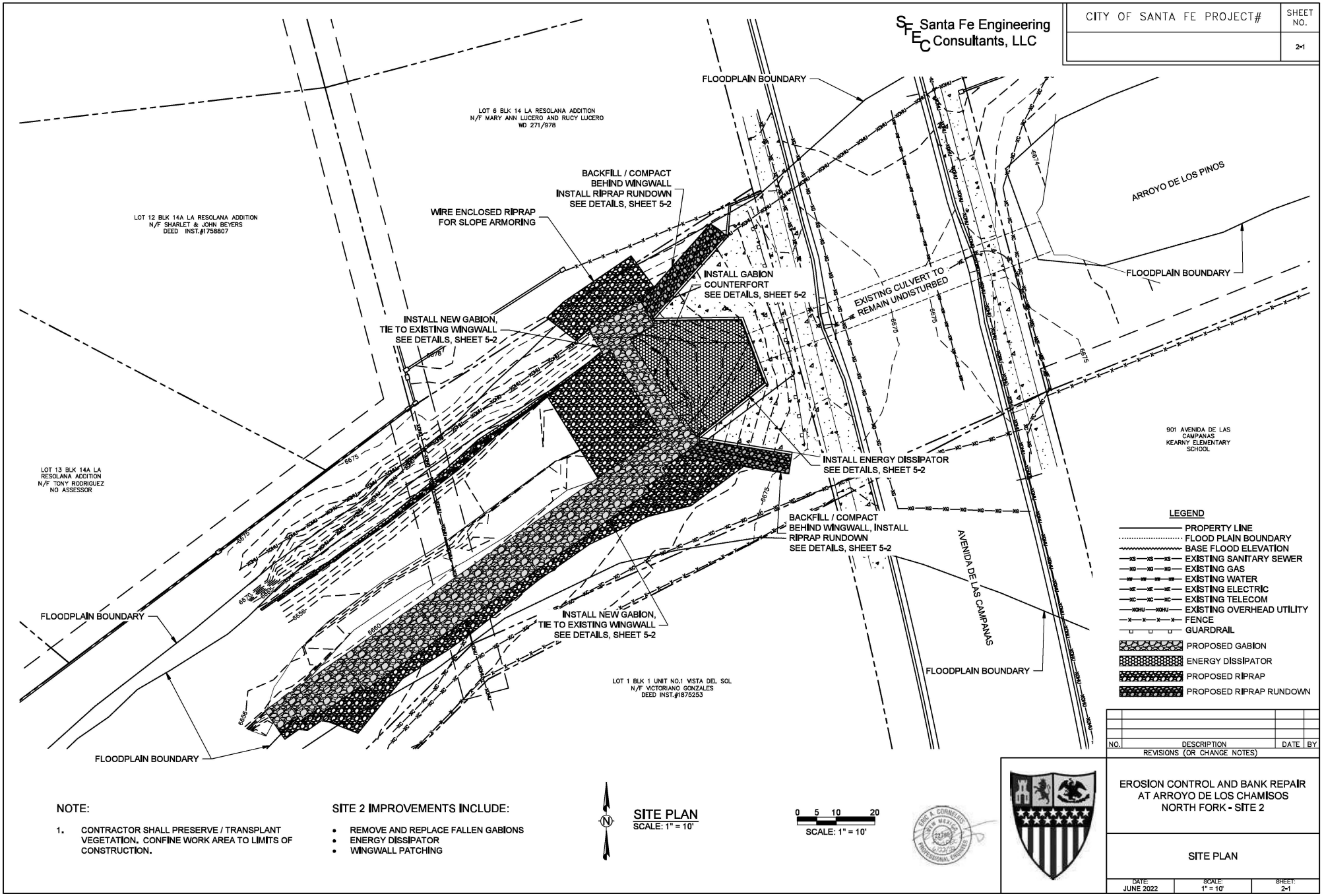
NO.	DESCRIPTION	DATE	BY
	REVISIONS (OR CHANGE NOTES)		

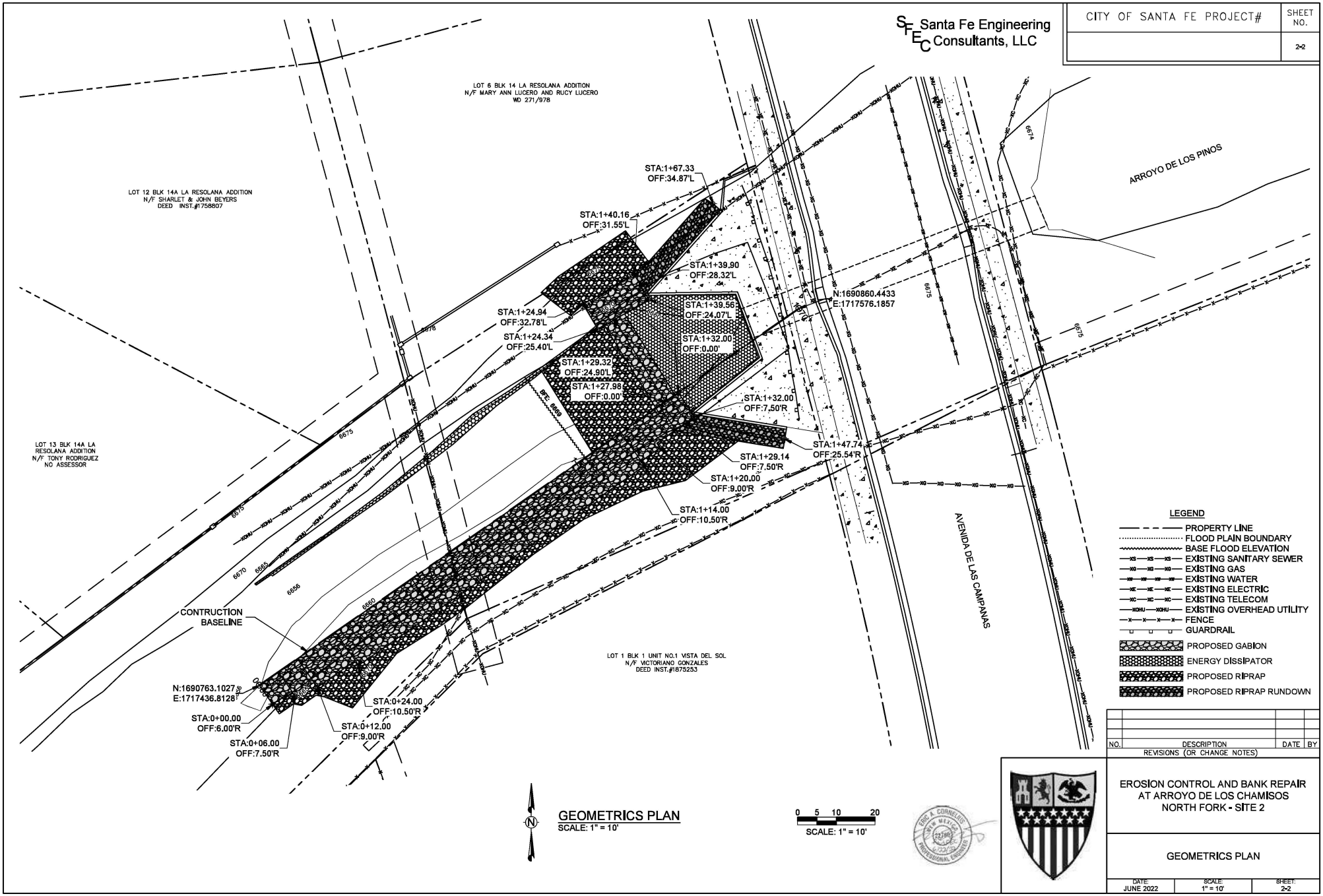
ERIC A. CORNELIUS, NEW MEXICO, 23786, PROFESSIONAL ENGINEER

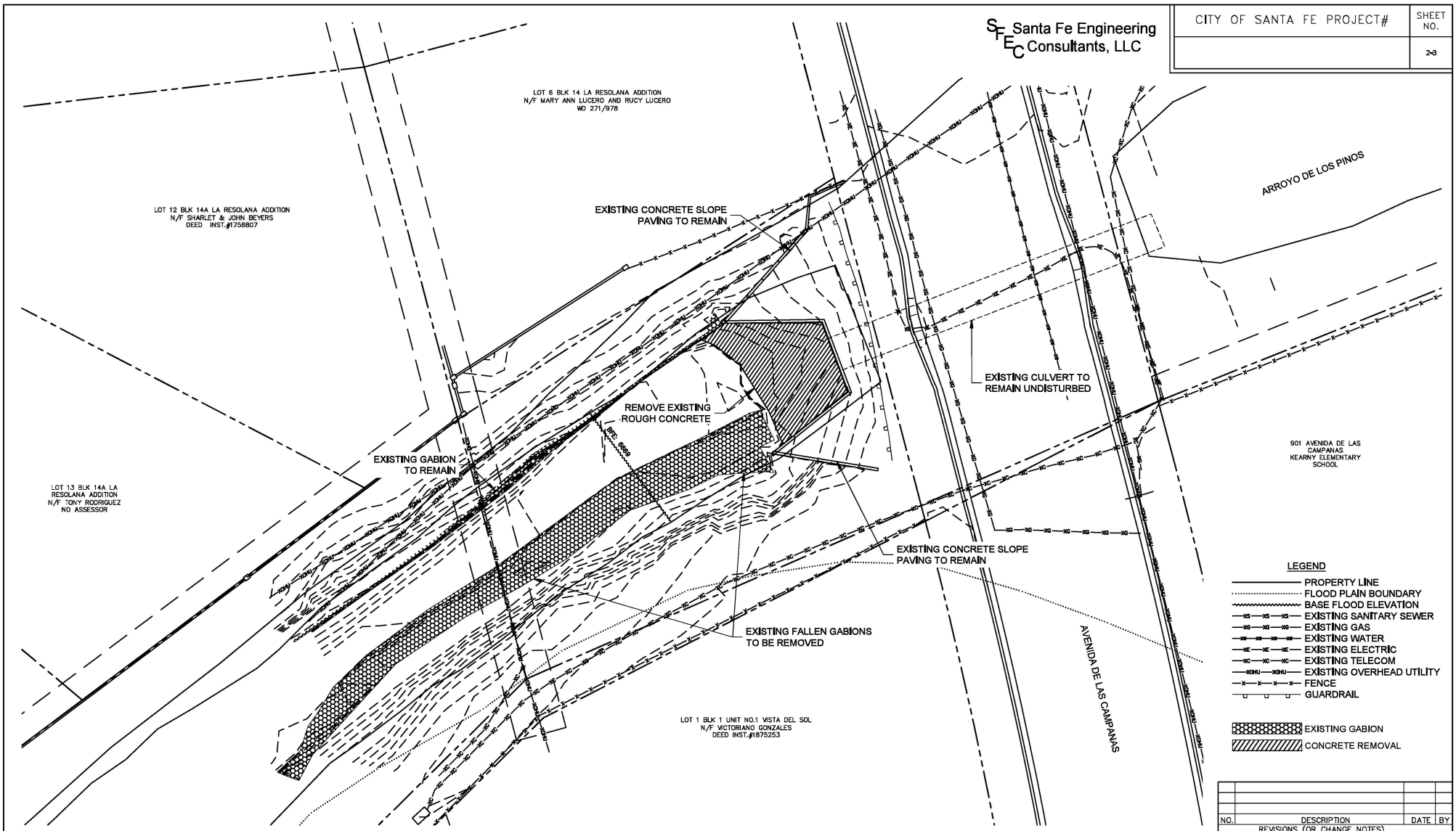
EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 2

REVEGETATION AND ENVIRONMENTAL NOTES

DATE:	SCALE:	SHEET:
JUNE 2022	N.T.S.	1-3


Santa Fe Engineering Consultants, LLC
CITY OF SANTA FE PROJECT#
SHEET NO. 2-1
FLOODPLAIN BOUNDARY
LOT 6 BLK 14 LA RESOLANA ADDITION
N/F MARY ANN LUCERO AND RUCY LUCERO
WD 271/978
BACKFILL / COMPACT BEHIND WINGWALL INSTALL RIPRAP RUNDOWN SEE DETAILS, SHEET 5-2
WIRE ENCLOSED RIPRAP FOR SLOPE ARMORING
ARROYO DE LOS PINOS
LOT 12 BLK 14A LA RESOLANA ADDITION
N/F SHARLET & JOHN BEYERS
DEED INST.#1758807
INSTALL GABION COUNTERFORT SEE DETAILS, SHEET 5-2
EXISTING CULVERT TO REMAIN UNDISTURBED
INSTALL NEW GABION, TIE TO EXISTING WINGWALL SEE DETAILS, SHEET 5-2
901 AVENIDA DE LAS CAMPANAS
KEARNY ELEMENTARY SCHOOL
INSTALL ENERGY DISSIPATOR SEE DETAILS, SHEET 5-2
LOT 13 BLK 14A LA RESOLANA ADDITION
N/F TONY RODRIGUEZ
NO ASSESSOR
BACKFILL / COMPACT BEHIND WINGWALL, INSTALL RIPRAP RUNDOWN SEE DETAILS, SHEET 5-2
AVENIDA DE LAS CAMPANAS
INSTALL NEW GABION, TIE TO EXISTING WINGWALL SEE DETAILS, SHEET 5-2
LOT 1 BLK 1 UNIT NO.1 VISTA DEL SOL
N/F VICTORIANO GONZALES
DEED INST.#1875253
LEGEND
PROPERTY LINE
FLOOD PLAIN BOUNDARY
BASE FLOOD ELEVATION
EXISTING SANITARY SEWER
EXISTING GAS
EXISTING WATER
EXISTING ELECTRIC
EXISTING TELECOM
EXISTING OVERHEAD UTILITY
FENCE
GUARDRAIL
PROPOSED GABION
ENERGY DISSIPATOR
PROPOSED RIPRAP
PROPOSED RIPRAP RUNDOWN
NO. DESCRIPTION DATE BY
REVISIONS (OR CHANGE NOTES)
EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 2
SITE PLAN
DATE: JUNE 2022
SCALE: 1" = 10'
SHEET: 2-1
NOTE:
1. CONTRACTOR SHALL PRESERVE / TRANSPLANT VEGETATION. CONFINE WORK AREA TO LIMITS OF CONSTRUCTION.
SITE 2 IMPROVEMENTS INCLUDE:
• REMOVE AND REPLACE FALLEN GABIONS
• ENERGY DISSIPATOR
• WINGWALL PATCHING
SITE PLAN
SCALE: 1" = 10'
0 5 10 20
SCALE: 1" = 10'


Santa Fe Engineering Consultants, LLC
CITY OF SANTA FE PROJECT#
SHEET NO. 2-2
LOT 6 BLK 14 LA RESOLANA ADDITION
N/F MARY ANN LUCERO AND RUCY LUCERO
WD 271/978
LOT 12 BLK 14A LA RESOLANA ADDITION
N/F SHARLET & JOHN BEYERS
DEED INST.#1758807
LOT 13 BLK 14A LA RESOLANA ADDITION
N/F TONY RODRIGUEZ
NO ASSESSOR
LOT 1 BLK 1 UNIT NO.1 VISTA DEL SOL
N/F VICTORIANO GONZALES
DEED INST.#1875253
ARROYO DE LOS PINOS
AVENIDA DE LAS CAMPANAS
STA:1+67.33 OFF:34.87'L
STA:1+40.16 OFF:31.55'L
STA:1+39.90 OFF:28.32'L
STA:1+39.56 OFF:24.07'L
STA:1+24.94 OFF:32.78'L
STA:1+24.34 OFF:25.40'L
STA:1+32.00 OFF:0.00'
STA:1+29.32 OFF:24.90'L
STA:1+27.98 OFF:0.00'
STA:1+32.00 OFF:7.50'R
STA:1+47.74 OFF:25.54'R
STA:1+29.14 OFF:7.50'R
STA:1+20.00 OFF:9.00'R
STA:1+14.00 OFF:10.50'R
N:1690860.4433 E:1717576.1857
CONTRUCTION BASELINE
N:1690763.1027 E:1717436.8128
STA:0+00.00 OFF:6.00'R
STA:0+06.00 OFF:7.50'R
STA:0+12.00 OFF:9.00'R
STA:0+24.00 OFF:10.50'R
LEGEND
PROPERTY LINE
FLOOD PLAIN BOUNDARY
BASE FLOOD ELEVATION
EXISTING SANITARY SEWER
EXISTING GAS
EXISTING WATER
EXISTING ELECTRIC
EXISTING TELECOM
EXISTING OVERHEAD UTILITY
FENCE
GUARDRAIL
PROPOSED GABION
ENERGY DISSIPATOR
PROPOSED RIPRAP
PROPOSED RIPRAP RUNDOWN
NO. DESCRIPTION DATE BY
REVISIONS (OR CHANGE NOTES)
EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 2
GEOMETRICS PLAN
DATE: JUNE 2022
SCALE: 1" = 10'
SHEET: 2-2
GEOMETRICS PLAN
SCALE: 1" = 10'
0 5 10 20
SCALE: 1" = 10'



Santa Fe Engineering Consultants, LLC

CITY OF SANTA FE PROJECT#	SHEET NO.
	2-3

NOTE:

1. CONTRACTOR SHALL PRESERVE / TRANSPLANT VEGETATION. CONFINE WORK AREA TO LIMITS OF CONSTRUCTION.

DEMOLITION PLAN
SCALE: 1" = 10'

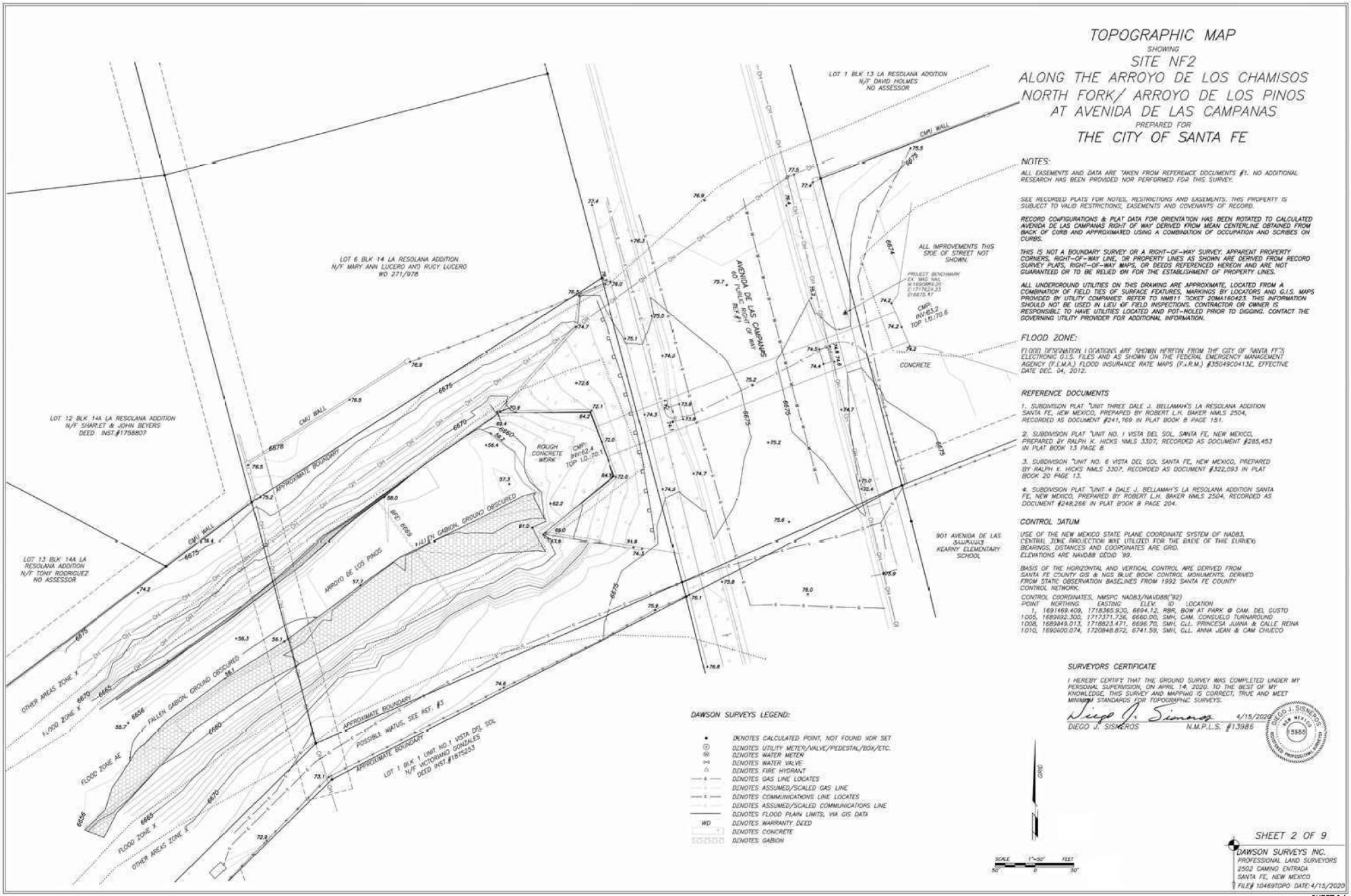
0 5 10 20
SCALE: 1" = 10'

NO.	DESCRIPTION	DATE	BY
	REVISIONS (OR CHANGE NOTES)		

EROSION CONTROL AND BANK REPAIR
AT ARROYO DE LOS CHAMISOS
NORTH FORK - SITE 2

DEMOLITION PLAN

DATE:	SCALE:	SHEET:
JUNE 2022	1" = 10'	2-3



TOPOGRAPHIC MAP

SHOWING

SITE NF2
ALONG THE ARROYO DE LOS CHAMISOS NORTH FORK/ ARROYO DE LOS PINOS AT AVENIDA DE LAS CAMPANAS

PREPARED FOR

THE CITY OF SANTA FE

NOTES:

ALL EASEMENTS AND DATA ARE TAKEN FROM REFEREWCE DOCUMENTS #1. NO ADDITIONAL RESEARCH HAS BEEN PROVIDED NOR PERFORMED FOR THIS SURVEY.

SEE RECORDED PLATS FOR NOTES, RESTRICTIONS AND EASEMENTS. THIS PROPERTY IS SUBJECT TO VALID RESTRICTIONS, EASEMENTS AND COVENANTS OF RECORD.

RECORD CONFIGURATIONS & PLAT DATA FOR ORIENTATION HAS BEEN ROTATED TO CALCULATED AVENIDA DE LAS CAMPANAS RIGHT OF WAY DERIVED FROM MEAN CENTERLINE OBTAINED FROM BACK OF CURB AND APPROXIMATED USING A COMBINATION OF OCCUPATION AND SCRIBES ON CURBS.

THIS IS NOT A BOUNDARY SURVEY OR A RIGHT-OF-WAY SURVEY. APPARENT PROPERTY CORNERS, RIGHT-OF-WAY LINE, OR PROPERTY LINES AS SHOWN ARE DERIVED FROM RECORD SURVEY PLATS, RIGHT-OF-WAY MAPS, OR DEEDS REFERENCED HEREON AND ARE NOT GUARANTEED OR TO BE RELIED ON FOR THE ESTABLISHMENT OF PROPERTY LINES.

ALL UNDERGROUND UTILITIES ON THIS DRAWING ARE APPROXIMATE, LOCATED FROM A COMBINATION OF FIELD TIES OF SURFACE FEATURES, MARKINGS BY LOCATORS AND G.I.S. MAPS PROVIDED BY UTILITY COMPANIES. REFER TO NM811 TICKET 20MA160423. THIS INFORMATION SHOULD NOT BE USED IN LIEU OF FIELD INSPECTIONS. CONTRACTOR OR OWNER IS RESPONSIBLE TO HAVE UTILITIES LOCATED AND POT-HOLED PRIOR TO DIGGING. CONTACT THE GOVERNING UTILITY PROVIDER FOR ADDITIONAL INFORMATION.

FLOOD ZONE:

FLOOD DESIGNATION LOCATIONS ARE SHOWN HEREON FROM THE CITY OF SANTA FE'S ELECTRONIC G.I.S. FILES AND AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAPS (F.I.R.M.) #35049C0413E, EFFECTIVE DATE DEC. 04, 2012.

REFERENCE DOCUMENTS

1. SUBDIVISION PLAT "UNIT THREE DALE J. BELLAMAH'S LA RESOLANA ADDITION SANTA FE, NEW MEXICO, PREPARED BY ROBERT L.H. BAKER NMLS 2504, RECORDED AS DOCUMENT #241,769 IN PLAT BOOK B PAGE 151.

2. SUBDIVISION PLAT "UNIT NO. 1 VISTA DEL SOL, SANTA FE, NEW MEXICO, PREPARED BY RALPH K. HICKS NMLS 3307, RECORDED AS DOCUMENT #285,453 IN PLAT BOOK 13 PAGE 8.

3. SUBDIVISION "UNIT NO. 6 VISTA DEL SOL SANTA FE, NEW MEXICO, PREPARED BY RALPH K. HICKS NMLS 3307, RECORDED AS DOCUMENT #322,093 IN PLAT BOOK 20 PAGE 13.

4. SUBDIVISION PLAT "UNIT 4 DALE J. BELLAMAH'S LA RESOLANA ADDITION SANTA FE, NEW MEXICO, PREPARED BY ROBERT L.H. BAKER NMLS 2504, RECORDED AS DOCUMENT #248,266 IN PLAT BOOK B PAGE 204.

CONTROL DATUM

USE OF THE NEW MEXICO STATE PLANE COORDINATE SYSTEM OF NAD83, CENTRAL ZONE (PROJECTION) WAS UTILIZED FOR THE BASIS OF THIS SURVEY. BEARINGS, DISTANCES AND COORDINATES ARE GRID. ELEVATIONS ARE NAVD88 GEOID '99.

BASIS OF THE HORIZONTAL AND VERTICAL CONTROL ARE DERIVED FROM SANTA FE COUNTY GIS & NGS BLUE BOOK CONTROL MONUMENTS. DERIVED FROM STATIC OBSERVATION BASELINES FROM 1992 SANTA FE COUNTY CONTROL NETWORK.

CONTROL COORDINATES, NMSPC NAD83/NAVD88('92)

POINT	NORTHING	EASTING	ELEV.	ID	LOCATION
1	1691469.409	1718365.930	6694.12	RBR	BOW AT PARK @ CAM. DEL GUSTO
1005	1689692.300	1717371.736	6660.00	SMH	CAM. CONSUELO TURNAROUND
1008	1689949.013	1718823.471	6696.70	SMH	CLL. PRINCESA JUANA & CALLE REINA
1010	1690400.074	1720848.872	6741.59	SMH	CLL. ANNA JEAN & CAM CHUECO

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THE GROUND SURVEY WAS COMPLETED UNDER MY PERSONAL SUPERVISION, ON APRIL 14, 2020. TO THE BEST OF MY KNOWLEDGE, THIS SURVEY AND MAPPING IS CORRECT, TRUE AND MEET MINIMUM STANDARDS FOR TOPOGRAPHIC SURVEYS.

Diego J. Sisneros 4/15/2020

DIEGO J. SISNEROS N.M.P.L.S. #13986

DIEGO J. SISNEROS NEW MEXICO 13986 REGISTERED PROFESSIONAL LAND SURVEYOR

DAWSON SURVEYS LEGEND:

- DENOTES CALCULATED POINT, NOT FOUND NOR SET
- DENOTES UTILITY METER/VALVE/PEDESTAL/BOX/ETC.
- DENOTES WATER METER
- DENOTES WATER VALVE
- DENOTES FIRE HYDRANT
- DENOTES GAS LINE LOCATES
- DENOTES ASSUMED/SCALED GAS LINE
- DENOTES COMMUNICATIONS LINE LOCATES
- DENOTES ASSUMED/SCALED COMMUNICATIONS LINE
- DENOTES FLOOD PLAIN LIMITS, VIA GIS DATA
- WD DENOTES WARRANTY DEED
- DENOTES CONCRETE
- DENOTES GABION

GRID N

SCALE 1"=30' FEET 50' 0 30'

SHEET 2 OF 9

DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
2502 CAMINO ENTRADA
SANTA FE, NEW MEXICO
FILE# 10469TOPO DATE: 4/15/2020

SHEET 3-1

CITY OF SANTA FE GENERAL NOTES:

1. EXCAVATION PERMIT: THE CONTRACTOR SHALL OBTAIN AN EXCAVATION/STREET CUT PERMIT FROM THE CITY OF SANTA FE PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FEES ASSOCIATED WITH THESE PERMITS WHICH SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE. PERMITS MAY BE OBTAINED FROM THE CITY OF SANTA FE STREETS AND DRAINAGE MAINTENANCE DIVISION, 1142 SILER ROAD, PHONE (505) 955-3000.

2. REMOVALS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REMOVALS REQUIRED TO COMPLETE THE PROJECT. ADDITIONAL REMOVALS NOT SHOWN ON THE PLANS WILL BE DESIGNATED BY THE PROJECT MANAGER. THIS WORK WILL BE CONSIDERED AS INCLUDED IN THE CONTRACT PRICE FOR ITEM 601000 – "REMOVAL OF STRUCTURES AND OBSTRUCTIONS" AND THE CONTRACTOR WILL NOT RECEIVE COMPENSATION FOR UNLISTED REMOVALS.

3. PUBLIC ACCESS TO LOCAL BUSINESSES AND RESIDENCES: THE CONTRACTOR SHALL PROVIDE INGRESS AND EGRESS TO LOCAL BUSINESSES AND RESIDENCES FOR THE DURATION OF THE PROJECT. THE CONTRACTOR SHALL ADVISE OF ANY SCHEDULED ACCESS MODIFICATIONS, AT LEAST 48 HOURS IN ADVANCE, WITH THE PROPERTY OWNERS AND THE PROJECT MANAGER. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

4. UTILITY LOCATIONS: THE CONTRACTOR SHALL ASCERTAIN THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO ADDITIONAL PAYMENT WILL BE MADE. DAMAGES OR REPAIRS THAT OCCUR DURING CONSTRUCTION SHALL BE MADE AT THE CONTRACTOR'S EXPENSE AND NO ADDITIONAL PAYMENT WILL BE MADE. THIS INCIDENTAL WORK SHALL ALSO INCLUDE ANY POT-HOLING OR OTHER WORK REQUIRED TO VERIFY UTILITIES. CONTACT NEW MEXICO ONE CALL SYSTEM INC. AT 1-800-321-ALER(T) [1-800-321-2537].

5. CLEANING OF EXISTING STRUCTURES: THE CONTRACTOR SHALL CLEAN ALL EXISTING STRUCTURES THAT ARE TO REMAIN OPERATIONAL, PRIOR TO INITIATING STRUCTURE EXTENSION WORK. STRUCTURES SHALL BE CLEAN PRIOR TO FINAL PROJECT ACCEPTANCE. THIS WORK WILL BE CONSIDERED AS INCIDENTAL TO THE COMPLETION OF THE PROJECT NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

6. SPECIFICATION: FOR THIS PROJECT THE NEW MEXICO DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION" (2019 EDITION) WILL BE USED. REFERENCES TO THE DEPARTMENT SHALL IMPLY THE CITY OF SANTA FE FOR THIS PROJECT.

7. QUANTITIES MAY VARY AS FIELD CONDITIONS DICTATE: THE CONTRACTOR WILL BE PAID FOR ACTUAL QUANTITIES USED. QUANTITIES SHOWN IN THE PLANS ARE FOR ESTIMATING PURPOSES ONLY.

8. ALL TRAFFIC CONTROL DEVICES: SHALL COMPLY WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION'S "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION" (2019 EDITION) AND ANY APPLICABLE SPECIAL PROVISIONS AND/OR SUPPLEMENTAL SPECIFICATIONS. THESE DEVICES SHALL ALSO COMPLY WITH THE CURRENT EDITION, WITH REVISIONS, OF THE M.U.T.C.D.

9. CONTRACTOR COORDINATION WITH UTILITIES: THE CONTRACTOR IS HEREBY ADVISED THAT UTILITY RELOCATION WORK BY THE UTILITY OWNERS MAY HAVE TO BE PERFORMED CONCURRENTLY WITH CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE FOR UTILITY WORK IN CONJUNCTION WITH CONSTRUCTION OPERATIONS AND IS HEREBY REQUIRED TO COORDINATE SCHEDULING OF WORK WITH THE RESPECTIVE UTILITY OWNERS. ANY CLAIMS FOR DELAY SHALL BE CONTROLLED BY THE TERMS AND CONDITIONS OF SUBSECTIONS 105.6, COOPERATION WITH UTILITIES, AND 107.18, CONTRACTOR'S RESPONSIBILITY FOR WORK, OF THE STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION (2019 EDITION).

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING THE NECESSARY ARRANGEMENTS FOR OBTAINING THE WATER NECESSARY FOR THE CONSTRUCTION OF THIS PROJECT, REGARDLESS OF THE AVAILABILITY OF WATER. THE COST OF WATER WILL BE INCIDENTAL TO THE PROJECT, AND NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK.

11. THE CONTRACTOR SHALL COMPLY WITH THE APPLICABLE CITY OF SANTA FE NOISE ORDINANCES SFCC 10-2.4 B.(5)(a) PROHIBITS OPERATION OF EQUIPMENT USED IN CONSTRUCTION WORK ON STREETS IN RESIDENTIAL OR COMMERCIALLY ZONED AREAS BETWEEN THE HOURS OF 5:00PM AND 8:00AM THE FOLLOWING DAY. IN ACCORDANCE WITH SFCC 10-2.8 PERMITS, THE CONTRACTOR MAY REQUEST APPROVAL OF A PERMIT TO BE EXEMPT FROM THE AFOREMENTIONED NOISE ORDINANCE FOR THE DURATION OF PROJECT CONSTRUCTION.

12. THE CONTRACTOR SHALL RESTRICT HIS OPERATIONS BETWEEN THE HOURS OF 7:00AM TO 8:30AM AND 4:00PM TO 6:00PM, MONDAY THRU FRIDAY SO AS TO NOT IMPEDE RUSH HOUR TRAFFIC. THE CONTRACTOR SHALL COMPLY WITH CITY OF SANTA FE ORDINANCES, AS REQUIRED, REGARDING WORKING HOUR LIMITATIONS. AT ALL TIMES, ACCESS SHALL BE PROVIDED TO PROPERTIES AND BUSINESSES.

13. POSSIBLE STAGING ACCESS AREAS IDENTIFIED IN THE PLANS FOR INFORMATIONAL AND CONVENIENCE PURPOSES ONLY. CONTRACTOR IS RESPONSIBLE FOR OBTAINING/ SECURING THEIR OWN STAGING/ ACCESS LOCATIONS AND ENSURE ALL YARD SITES AND ACCESS ROUTES COMPLY WITH NPDES REGULATIONS. CONSTRUCTION YARD AND INSTALLATION/ MAINTENANCE OF PROPER NPDES CONTROLS SHALL BE INCLUDED IN THE CONTRACT PRICE FOR ITEM NO. 621000 – "MOBILIZATION" AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

14. ALL DIMENSIONS ON PLANS ARE FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ALL OTHER PERTINENT INFORMATION THAT MAY BE REQUIRED TO COMPLETE THIS WORK.

15. CPM SCHEDULE: THE CONTRACTOR SHALL SUBMIT TO THE PROJECT MANAGER A CRITICAL PATH PROJECT SCHEDULE AT THE PRECONSTRUCTION CONFERENCE. THE CRITICAL PATH PROJECT SCHEDULE IS TO INCLUDE LOGIC POINTS, OR PRODUCTION LEVELS, USED IN ITS DEVELOPMENT. THE SCHEDULE SHALL BE UPDATED MONTHLY OR AS REQUIRED BY THE PROJECT MANAGER. THE WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT, AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

16. LANDFILL FEES: THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LANDFILL DUMPING FEES. THESE FEES SHALL BE CONSIDERED AS INCLUDED IN THE CONTRACT PRICE FOR ITEM NO. 601000 – "REMOVAL OF STRUCTURES AND OBSTRUCTIONS" AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE.

17. THE CONTRACTOR WILL BE REQUIRED TO CONFINE HIS WORK WITHIN THE CONSTRUCTION LIMITS AND/OR RIGHT-OF-WAY LIMITS. PARKING OF PRIVATE VEHICLES SHALL NOT BE ALLOWED ALONG CONSTRUCTION AREAS THROUGHOUT THE CONSTRUCTION LIMITS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROHIBIT VEHICLES AND EQUIPMENT FROM DRIVING UPON, ACROSS, OR TURNING ON PRIVATE PROPERTY ADJACENT TO PROJECT LIMITS.

18. PROTECTION OF SURVEY MONUMENTS: THE CONTRACTOR SHALL TAKE PRECAUTIONS TO PROTECT HORIZONTAL AND VERTICAL CONTROL SURVEY MONUMENTS (MARK) FROM DAMAGE PRIOR TO INITIATING CONSTRUCTION. AN INVENTORY OF THE EXISTING MONUMENTS WILL BE TAKEN BY THE PROJECT MANAGER AND THE CONTRACTOR WITH ACKNOWLEDGEMENTS PRIOR TO START OF CONSTRUCTION. IF DURING THE COURSE OF CONSTRUCTION OPERATIONS, THE CONTRACTOR DISTURBS OR DESTROYS A MARK, THE CONTRACTOR SHALL ESTABLISH A NEW MARK IN COMPLIANCE WITH THE STANDARDS AND PROCEDURES SET FORTH IN THE "GEODETIC MARK PRESERVATION GUIDEBOOK", NATIONAL GEODETIC SURVEY, MARCH 1990, CONTACT: NGS MARK PRESERVATION CENTER – NOAA, TELEPHONE (505) 768-3606. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

19. PUBLIC NOTIFICATION OF LANE CLOSURES: THROUGHOUT THE LIFE OF THIS PROJECT AND WITH PRIOR APPROVAL OF THE PROJECT MANAGER. THE CONTRACTOR SHALL KEEP THE LOCAL NEWS MEDIA INFORMED OF LANE CLOSURES WHICH WILL RESTRICT THE NORMAL FLOW OF TRAFFIC. IN ADDITION THE CONTRACTOR SHALL CONCURRENTLY PROVIDE THE SAME INFORMATION TO THE CITY OF SANTA FE'S PUBLIC INFORMATION OFFICE; CONTACT PERSON IS JODI PORTER AT (505) 955-6045. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT. THERE WILL BE NO DIRECT MEASUREMENT OR PAYMENT FOR THESE ADVISORIES.

Santa Fe Engineering Consultants, LLC

CITY OF SANTA FE PROJECT#	SHEET NO.
	4-1

20. APPROPRIATE SIDEWALK AND TRAIL CLOSURE SIGNAGE AND PEDESTRIAN DETOURS MEETING ADA REQUIREMENTS SHALL BE INSTALLED PER THE MUTCD FOR TEMPORARY CONSTRUCTION ACTIVITIES AFFECTING PEDESTRIAN TRAVEL. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE PRICE FOR ITEM 618000 – "TRAFFIC CONTROL MANAGEMENT".

21. CONSTRUCTION YARD: THE CONTRACTOR SHALL PROVIDE AT THE CONTRACTOR'S OWN EXPENSE AND WITHOUT LIABILITY TO THE OWNER ANY ADDITIONAL LAND AND ACCESS THERETO THAT THE CONTRACTOR MAY DESIRE FOR A TEMPORARY STAGING AREA OR YARD FOR STORAGE OF EQUIPMENT AND MATERIALS. NPDES SWPPP MEASURES AND INSPECTIONS TO ANY SUCH AREA OR YARD UTILIZED FOR PURPOSES OF THE PROJECT MAY APPLY. SEE NOTE #13.

ASPHALT DISPOSAL: THE CONTRACTOR SHALL PROPERLY HANDLE AND DISPOSE OF ALL ASPHALT PAVEMENT MATERIAL REMOVED ON THIS PROJECT BY HAULING TO AN APPROVED LANDFILL IN ACCORDANCE WITH THE REGULATIONS OF THE NEW MEXICO SOLID WASTE ACT. NO ADDITIONAL PAYMENT WILL BE MADE FOR THE DISPOSAL, THE COST IS INCLUDED IN ITEM 601000 – "REMOVAL OF STRUCTURES AND OBSTRUCTIONS".

23. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING INFRASTRUCTURE, INCLUDING UTILITIES. THE CONTRACTOR SHALL EXERCISE CARE DURING CONSTRUCTION TO AVOID DAMAGE TO ANY ADJACENT STRUCTURES. ANY NON-NECESSARY REMOVALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AND NO ADDITIONAL PAYMENT WILL BE MADE FOR THEIR REPLACEMENT.

24. BI-WEEKLY PROJECT MEETING: THE CONTRACTOR SHALL COORDINATE AND CONDUCT A BI-WEEKLY PROJECT MEETING DURING CONSTRUCTION, IN COORDINATION WITH THE PROJECT MANAGER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING MEETING LOCATION AND SHALL INVITE APPROPRIATE CITY STAFF & UTILITY COMPANY REPRESENTATIVES. THE COST ASSOCIATED WITH THESE WEEKLY MEETINGS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO FURTHER MEASUREMENT OR PAYMENT WILL BE MADE.

25. PROTECTION OF WORK: DURING REMOVAL OPERATIONS IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL EXPOSED AREAS FROM THE ELEMENTS. THE CONTRACTOR SHALL NOT LEAVE ANY AREAS EXPOSED FOR MORE THAN 48 HOURS. THE CONTRACTOR SHALL NOT LEAVE ANY TRENCHES OPEN OVERNIGHT WITHOUT PROPER PROTECTION DEVICES IN PLACE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OR REPAIR OF ANY SURFACE OR SUBSURFACE DAMAGE, AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE.

26. ADA COMPLIANCE: THE CONTRACTOR SHALL ENSURE ADA COMPLIANCE FOR CONSTRUCTION OF ADA FEATURES AND APPURTENANCES (INCLUDING, BUT NOT LIMITED TO, SIDEWALK & CURB RAMP CROSS SLOPES, RAMP SLOPES, LEVEL LANDINGS, ETC.) AS DETAILED IN THE PLANS AND IN ACCORDANCE WITH REFERENCED STANDARD DRAWINGS, SPECIFICATIONS AND ESTABLISHED ADA GUIDELINES AND STANDARDS. THE CONTRACTOR IS RESPONSIBLE FOR FIELD CHECKING SLOPES AND DIMENSIONS OF ALL FORM WORK FOR COMPLIANCE PRIOR TO INSTALLATION OF CONCRETE. THE CONTRACTOR SHALL ENSURE THAT ANY TEMPORARY PEDESTRIAN DETOURS MEET CURRENT PUBLIC RIGHT OF WAY ACCESSIBILITY GUIDELINES. THE CITY RESERVES THE RIGHT TO INSPECT ANY ADA FEATURES AND APPURTENANCES AT ANY TIME BEFORE FINAL COMPLETION OF THE PROJECT AND TO HAVE THE CONTRACTOR REMOVE, REPLACE, AND/OR CORRECT ANY WORK AT HIS COST THAT IS NOT IN COMPLIANCE, AS DETERMINED BY THE PROJECT MANAGER.

NO.	DESCRIPTION	DATE	BY

REVISIONS (OR CHANGE NOTES)

ERIC A. CORNELIUS, NEW MEXICO, 23786, PROFESSIONAL ENGINEER

EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 2

GENERAL NOTES

DATE:	SCALE:	SHEET:
JUNE 2022	N.T.S.	4-1

CITY OF SANTA FE GENERAL NOTES (CONT'D):

27. PRECONSTRUCTION CONFERENCE: ATTENDANCE AT THE PRECONSTRUCTION CONFERENCE (PRECON) AND PROGRESS MEETINGS IS MANDATORY. AT THE PRECON CONTRACTOR SHALL SUBMIT THE FOLLOWING:
    - COPY OF CONTRACTOR'S LICENSE
    - COPY OF LIABILITY INSURANCE
    - COMPLETED PERMIT APPLICATIONS, FEES, AND PROOF OF BOND
    - TRAFFIC CONTROL PLAN (STAMPED BY PROFESSIONAL ENGINEER
    - PRE-PROJECT VIDEO DOCUMENTATION (MAY BE SUBMITTED AT A LATER DATE
    - PROJECT SCHEDULE (SEE NOTE #15)
    - LIST OF SUBCONTRACTORS
    - COPY OF COMPLETED NOI WITH SWPP CONTROLS IN PLACE

    THIS WORK SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.

28. WARPING OF SLOPES: THE CONTRACTOR SHALL WARP SLOPES WHERE NECESSARY TO STAY WITHIN THE RIGHT-OF-WAY OR CONSTRUCTION EASEMENT LIMITS.

29. ALL LOCATIONS SHALL BE VERIFIED BY THE PROJECT MANAGER PRIOR TO REMOVALS. ANY REMOVALS NOT DEEMED NECESSARY BY THE PROJECT MANAGER SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE, AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE.

30. HANDLING OF MATERIAL: THE CONTRACTOR MAY BE REQUIRED TO DOUBLE HANDLE MATERIAL NEEDED FOR THIS PROJECT. THE COST ASSOCIATED TO DOUBLE HANDLE SUCH MATERIAL SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION AND NO FURTHER MEASURE OR PAYMENT WILL BE MADE.

31. NMDOT STANDARD DRAWINGS: MAY BE FOUND AT THE NMDOT'S WEB SITE BY USING THE FOLLOWING WEB LINK:
    https://www.dot.nm.gov/standards/

32. NMDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, 2019 EDITION: MAY BE FOUND THE NMDOT'S WEB SITE BY USING THE FOLLOWING WEB LINK:
    https://www.dot.nm.gov/standards/

33. CONTRACTOR WEEKLY WORK SCHEDULE: THE CONTRACTOR SHALL SUBMIT FOR THE CITY PROJECT MANAGER'S APPROVAL A WEEKLY WORK SCHEDULE (DESCRIBE ACTIVITIES AND DAY & HOURS TO BE WORKED) AT THE PRECONSTRUCTION MEETING. IF DURING THE COURSE OF CONSTRUCTION THE CONTRACTOR DETERMINES A CHANGE TO THEIR REGULAR WORK SCHEDULE IS NECESSARY, THE CONTRACTOR SHALL SUBMIT A REVISED WORK SCHEDULE TO THE CITY PROJECT MANAGER FOR APPROVAL AT LEAST ONE WEEK IN ADVANCE OF THE SCHEDULED WORK WEEK TO ALLOW THE CITY SUFFICIENT TIME TO SCHEDULE CITY INSPECTION PERSONNEL.

34. MAINTENANCE AND TRAFFIC CONTROL: THE CONTRACTOR SHALL HAVE T.C. CERTIFIED PERSONNEL AVAILABLE 24 HOURS A DAY, 7 DAYS A WEEK TO INSPECT AND MAINTAIN DETOURS AND TRAFFIC CONTROL DEVICES. THE CONTRACTOR WILL BE RESPONSIBLE TO TAKE ADEQUATE PRECAUTIONS DURING INCLEMENT WEATHER SO THAT TRAFFIC IS NOT SUBJECT TO UNDUE DANGER. THIS WORK SHALL BE INCLUDED IN ITEM NO. 618000 – TRAFFIC CONTROL MANAGEMENT AND NO ADDITIONAL MEASUREMENT OR PAYMENT WILL BE MADE.

35. GRAFFITI-FREE WORK ZONE: THE CONTRACTOR SHALL MAINTAIN A GRAFFITI-FREE WORK SITE. CONTRACTOR SHALL REMOVE GRAFFITI FROM ALL EQUIPMENT, MATERIALS AND WORK, WHETHER PERMANENT OR TEMPORARY, WITHIN 24 HOURS. THIS PROVISION INCLUDES GRAFFITI OR OTHER MARKINGS ON INSTALLED CONCRETE SURFACES. UNTIL THE WORK IS ACCEPTED BY THE CITY, THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF CONCRETE AND OTHER PAVED SURFACES INSTALLED AS PART OF THE PROJECT.

36. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL BY THE CITY STREETS DIVISION AT LEAST SEVEN (7) DAYS PRIOR TO THE START OF WORK. TRAFFIC CONTROL DEVICES, AS PER APPROVED PLAN, SHALL BE INSTALLED, MAINTAINED, AND REMOVED BY THE CONTRACTOR. THE CITY STREETS DIVISION MAY BE REACHED AT (505) 955-3000.

37. FINAL RECORD DRAWINGS, REFLECTING SUBSTANTIAL CHANGES TO THE ORIGINAL DESIGN DRAWINGS, SHALL BE SUBMITTED BY THE CONTRACTOR'S SURVEYOR FOR APPROVAL TO THE ENGINEER. SAID PLANS SHALL BE APPROVED BY APPLICABLE CITY DIVISIONS PRIOR TO FINAL ACCEPTANCE OF PROJECT WORK FOR MAINTENANCE RESPONSIBILITY AND THE BEGINNING OF THE WARRANTY PERIOD. SEE SPECIAL NOTE 8, SHEET 4-3 FOR ADDITIONAL INFORMATION.

ENVIRONMENTAL NOTES:

1. DISPOSAL OF UNSUITABLE MATERIALS AND DEBRIS, ITEMS DESIGNATED FOR REMOVAL WITHOUT SALVAGE: UNSUITABLE CONSTRUCTION MATERIALS AND DEBRIS FROM CLEARING AND GRUBBING ARE TO BE PLACED IN AN ENVIRONMENTALLY SUITABLE DISPOSAL SITE SECURED AND COORDINATED BY THE CONTRACTOR. THE CONTRACTOR MAY BE REQUIRED TO NOTIFY THE PROJECT MANAGER, IN WRITING, OF THE DETAILS OF THE DISPOSAL OPERATION. BORROW MATERIAL, ROCK WASTE, VEGETATIVE DEBRIS, ETC., SHALL NOT BE PLACED IN WETLAND AREAS OR AREAS WHICH MAY IMPACT ENDANGERED SPECIES OR ARCHAEOLOGICAL RESOURCES. AN ARCHAEOLOGICAL SURVEY AND ENVIRONMENTAL CLEARANCE SHALL BE OBTAINED BY THE CONTRACTOR BEFORE DISPOSAL SITES ARE ACCEPTED IN ACCORDANCE WITH SUBSECTION 107.12 – CONTRACTOR'S RESPONSIBILITY FOR ARCHAEOLOGICAL CLEARANCE.

2. REPORTING AND CLEAN UP OF SPILLS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING AND CLEAN UP OF SPILLS ASSOCIATED WITH PROJECT CONSTRUCTION AND SHALL REPORT AND RESPOND TO SPILLS OF HAZARDOUS MATERIALS SUCH AS GASOLINE, DIESEL, MOTOR OILS, SOLVENTS, CHEMICALS, TOXIC AND CORROSIVE SUBSTANCES, AND OTHER MATERIALS WHICH MAY BE A THREAT TO PUBLIC HEALTH OR THE ENVIRONMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING PAST SPILLS ENCOUNTERED DURING CONSTRUCTION AND OF CURRENT SPILLS NOT ASSOCIATED WITH CONSTRUCTION. REPORTS SHALL BE MADE IMMEDIATELY TO THE NM ENVIRONMENT DEPARTMENT 24 HOUR ENVIRONMENTAL EMERGENCY AT 505-827-9329 OR 866-428-6535 AND TO THE PROJECT MANAGER. ANY UNREPORTED SPILLS IDENTIFIED AFTER CONSTRUCTION SHALL BE CLEANED UP BY THE CONTRACTOR IN ACCORDANCE WITH THE CONTRACT. THE CONTRACTOR SHALL BEAR THE FULL COST OF THE CLEAN UP OF SPILLS.

3. CONTRACTOR'S ACTIVITIES IN THE VICINITY OF WATERWAYS: ALL WORK IN THE VICINITY OF LIVE STREAMS, WATER IMPOUNDMENTS, WETLANDS OR IRRIGATION SUPPLIES SHALL BE AFFECTED IN SUCH A MANNER AS TO MINIMIZE VEGETATION REMOVAL, SOIL DISTURBANCE, AND EROSION. CROSSINGS OF LIVE STREAMS WITH HEAVY EQUIPMENT SHALL BE MINIMIZED, AS DETERMINED BY THE PROJECT MANAGER. EQUIPMENT REFUELING, MAINTENANCE, AND CEMENT DUMPING IN THE VICINITY OF WATER COURSES ARE STRICTLY PROHIBITED AND SHALL BE PERFORMED IN PROPER CONTAINMENT AREAS. IN CASES WHERE PROJECT ACTIVITIES FALL UNDER THE PERMIT CONDITIONS OF CLEAN WATER ACT SECTIONS 404 AND 401, THE MORE STRINGENT AND HIGHER STANDARDS FOR COMPLIANCE SHALL APPLY.

4. DISTURBED AREAS SHALL BE REVEGETATED IN ACCORDANCE WITH SSHBC SPECIFICATION SECTION 632 WITH THE FOLLOWING CRITERIA MODIFIED HEREIN AT THE DIRECTION OF CITY OF SANTA FE STAFF. SEE BEST MANAGEMENT PRACTICES SHEET 7-1. THIS SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT.

5. 404 PERMIT AND 401 WATER QUALITY CERTIFICATION: THE CONTRACTOR SHALL ABIDE BY ALL PERMIT CONDITIONS AND RECOMMENDATIONS SPECIFIED UNDER THE U.S. ARMY CORPS OF ENGINEERS (CORPS) APPLICABLE 404 PERMIT (ACTION NO. SPA-2014-00145-ABQ) AND THE NEW MEXICO ENVIRONMENTAL DEPARTMENT SURFACE WATER QUALITY BUREAU (NMED SWQB) 401 WATER QUALITY CERTIFICATION.

6. PRIOR TO CONSTRUCTION, A SURVEY FOR PRAIRIE DOGS AND BURROWING OWLS SHALL BE CONDUCTED BY THE CONTRACTOR THROUGHOUT THE PROJECT LIMITS AND WITHIN THE EXISTING RIGHT-OF-WAY. PRAIRIE DOG SURVEYS SHALL BE CONDUCTED BETWEEN APRIL AND SEPTEMBER. IF PRAIRIE DOGS ARE FOUND, THEY SHALL BE RELOCATED IN COMPLIANCE WITH CITY OF SANTA FE ORDINANCES TO AN APPROPRIATE HABITAT OUTSIDE OF THE BREEDING SEASON (MAY 1 – JUNE 15).

7. IN THE EVENT PRAIRIE DOGS ARE LOCATED WITHIN THE PROJECT LIMITS DURING CONSTRUCTION THE CONTRACTOR SHALL CEASE WORK IN THE AREA IMMEDIATELY AND NOTIFY THE PROJECT MANAGER. THE CONTRACTOR IS HEREBY ADVISED OF THE CITY OF SANTA FE ORDINANCE NO. 2001-35 REGARDING THE HUMANE RELOCATION OF GUNNISON PRAIRIE DOGS AND SHALL BE REQUIRED TO ADHERE TO ALL FACETS OF THE ORDINANCE IF THE NEED ARISES.

LIST OF INCIDENTALS

NO.	DESCRIPTION	NOTE NO.
1	PERMITS	1
2	UTILITY LOCATIONS	4
3	STRUCTURE CLEANING	5
4	CONSTRUCTION WATER	10
5	MONUMENT PROTECTION	18
6	PUBLIC NOTIFICATION	19
7	PRECONSTRUCITON SUBMITTALS, SCHEDULE, & PROGRESS MEETINGS	15, 24, 27
8	MATERIAL HANDLING	30

Santa Fe Engineering Consultants, LLC

CITY OF SANTA FE PROJECT#	SHEET NO.
	4-2

TESCP, NPDES, SWPPP ADDITIONAL NOTES:

1. CITY OF SANTA FE STORMWATER ILLICIT DISCHARGE CONTROL. SFCC 13-2 PROHIBITS THE DISCHARGE OF POLLUTANTS INCLUDING SEDIMENT, SLURRIES, MUD, PLASTERS, CONCRETE RINSATES AND ANY CONSTRUCTION MATERIALS, WASTES AND GARBAGE, ETC. TO THE STORM DRAIN SYSTEM. THE STORM DRAIN SYSTEM INCLUDES ROADS, STREETS, CURBS, GUTTERS, DROP INLETS, PIPED STORM DRAINS, CULVERTS, RETENTION AND DETENTION BASINS, NATURAL AND MAN-MADE DRAINAGE CHANNELS, ARROYOS, RIVERS AND ANY FACILITY AND APPURTENANCE BY WHICH STORMWATER IS COLLECTED AND/OR CONVEYED.

2. THE CONTRACTOR SHALL COMPLY WITH ALL REGULATIONS OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY, INCLUDING THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PROGRAM. FOR INFORMATION CONTACT THE NPDES CONTACT FOR THE CITY OF SANTA FE AT (505) 955-2132. THE CONTRACTOR IS RESPONSIBLE FOR SECURING ALL PERMITS REQUIRED BY FEDERAL, STATE AND CITY REGULATIONS FOR NPDES COMPLIANCE. IMPROVEMENTS INCLUDED IN THIS PROJECT MAY QUALIFY AS NPDES BMPS.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING NPDES APPLICATIONS AND NOTICES OF INTENT (NOI), DEVELOPING STORM WATER POLLUTION PREVENTION (SWPP) PLANS, AND MONITORING. A COPY OF THE SWPPP, NOI, AND OTHER NPDES DOCUMENTATION SHALL BE PROVIDED TO THE CITY OF SANTA FE STORM WATER MANAGEMENT SECTION AND THE CITY'S PROJECT MANAGER PRIOR TO THE START OF CONSTRUCTION.

4. BEST MANAGEMENT PRACTICES (BMPS) SHALL BE INSTALLED AND MAINTAINED BOTH DURING AND AFTER CONSTRUCTION TO PREVENT, TO THE EXTENT PRACTICABLE, POLLUTANTS IN STORM WATER FROM ENTERING WATERS OF THE U.S.

5. CITY OF SANTA FE TERRAIN AND STORMWATER REGULATIONS– SFCC 14-8.2 REQUIRES THAT CONSTRUCTION DISTURBED AREA SHALL BE PROTECTED AGAINST EROSION. SEDIMENT MUST BE CONTAINED ON THE DISTURBED AREA BY THE USE OF TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES SUCH AS SILT FENCING, SWALES, BERMS, GEOTEXTILES, SEDIMENT BASINS AND TRAPS. PROTECTION FOR STORM DRAIN INLETS SHALL BE PROVIDED TO PREVENT THE ENTRY OF SEDIMENT FROM THE SITE WHILE STILL ALLOWING THE ENTRY OF STORMWATER. CONTROL DEVICES SHALL BE KEPT IN PLACE AND USED UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED.

6. THE CONTRACTOR SHALL NOT REMOVE SILT FENCE AND MULCH SOCKS OR OTHER TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES UNTIL DISTURBED AREAS ARE STABILIZED. SOIL STABILIZATION AND EROSION CONTROL MEASURES SHALL BE COMPLETED WITHIN 21 CALENDAR DAYS AFTER COMPLETION OF CONSTRUCTION OR OTHER SOIL DISTURBANCE ACTIVITIES ON THE SITE. IF THE TIME OF YEAR IS NOT CONDUCIVE TO PLANTING, THEN PLANTING MAY BE DELAYED UNTIL THE NEXT APPROPRIATE PLANTING SEASON PROVIDED THAT ALL TEMPORARY EROSION CONTROL MEASURES ARE MAINTAINED UNTIL PERMANENT EROSION CONTROL MEASURES ARE IMPLEMENTED. TEMPORARY EROSION CONTROL MEASURES SHALL BE SELECTED, DESIGNED AND INSTALLED WITH AN APPROPRIATE SEED BASE TO PROVIDE EROSION CONTROL FOR AT LEAST THREE YEARS WITHOUT ACTIVE MAINTENANCE. TEMPORARY EROSION CONTROL MEASURES SHALL BE SELECTED, DESIGNED AND INSTALLED TO ACHIEVE 70 PERCENT VEGETATIVE COVER WITHIN THREE YEARS.

NO.	DESCRIPTION	DATE	BY

REVISIONS (OR CHANGE NOTES)

ERIC A. CORNELIUS NEW MEXICO 22190 PROFESSIONAL ENGINEER

EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 2

GENERAL NOTES

DATE:	SCALE:	SHEET:
JUNE 2022	N.T.S.	4-2

UTILITY GENERAL NOTES:

1. EXISTING UTILITIES: THE CONTRACTOR SHALL LOCATE ALL UTILITIES WITHIN THE CONSTRUCTION LIMITS OF THIS PROJECT PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES. THIS WORK MAY INCLUDE POT HOLING. COSTS ASSOCIATED WITH LOCATING EXISTING UTILITIES ARE CONSIDERED INCIDENTAL AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE. IF EXISTING UTILITIES ARE DAMAGED DURING POTHOLE OPERATIONS OR DURING CONSTRUCTION ALL WORK OR COSTS ASSOCIATED WITH REPAIRING DAMAGED UTILITIES SHALL BE AT THE CONTRACTOR'S EXPENSE AND WILL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE.

2. CONTRACTOR COORDINATION WITH UTILITY OWNERS: THE CONTRACTOR IS HEREBY ADVISED THAT UTILITY RELOCATING WORK BY THE UTILITY OWNERS MAY HAVE TO BE PERFORMED CONCURRENT WITH CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE FOR UTILITY WORK IN CONJUNCTION WITH RESPECTIVE UTILITY OWNERS. ANY CLAIMS FOR DELAY SHALL BE CONTROLLED BY THE TERMS AND CONDITIONS OF SUBSECTIONS 105.6 – COOPERATION WITH UTILITIES, AND 107.20 – CONTRACTOR'S RESPONSIBILITY OF THE NMDOT STANDARD SPECIFICATIONS FOR HIGHWAY & BRIDGE CONSTRUCTION, 2019 EDITION

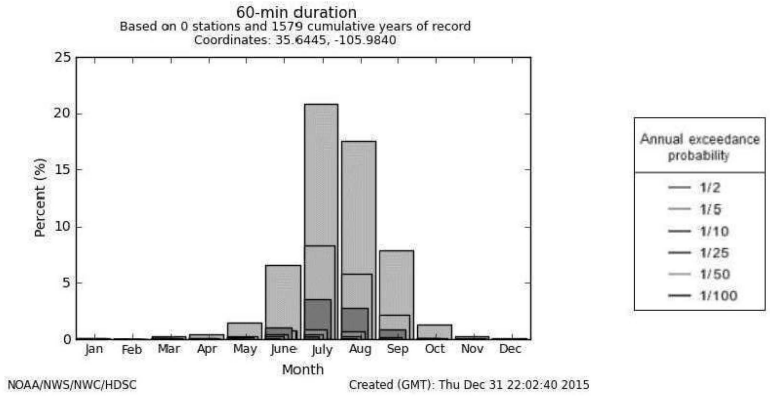
3. CONTRACTOR SHALL PREVENT ANY DEBRIS FROM ENTERING THE SANITARY SEWER DURING CONSTRUCTION. SPECIAL ATTENTION SHALL BE GIVEN TO THE SANITARY SEWER TO PREVENT STOPPAGE OR DAMAGES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COST ASSOCIATED WITH ANY MAINTENANCE, INCLUDING BY-PASS PUMPING OR DAMAGES CAUSED BY CONSTRUCTION.

4. THE CONTRACTOR WILL NOT RECEIVE ADDITIONAL COMPENSATION OR TIME EXTENSION FOR DELAYS OR INCONVENIENCES OR DAMAGES SUSTAINED DUE TO ANY INTERFERENCE FROM SAID UTILITY APPURTENANCES OR THE OPERATION OF MOVING THEM RESULTING FROM CONTRACTOR'S NEGLIGENCE.

5. CENTURY LINK (OR OTHER) FIBER OPTIC LINE: THE CONTRACTOR SHALL NOTIFY CENTURY LINK 72 HOURS IN ADVANCE OF ANY EXCAVATION WORK IN THE AREA OF A FIBER OPTIC LINE. THE CONTRACTOR SHALL COORDINATE WITH CENTURY LINK DURING EXCAVATION SO CENTURY LINK CAN PROVIDE THE LABOR AND MATERIAL TO PROPERLY SUPPORT THE FIBER OPTIC LINE BEFORE SOIL IS REMOVED FROM UNDER THE LINE. COORDINATION OF WORK SHALL BE INCIDENTAL TO THE PROJECT.

POTENTIAL WORKZONE FLOODING:

THE CONTRACTOR SHOULD BE AWARE OF TYPICAL PRECIPITATION AND RUNOFF PATTERNS IN THIS AREA AND CONSIDER THE POTENTIAL DANGER OF FLOODING WITHIN THE ARROYO DE LOS CHAMISOS. THE CONTRACTOR SHALL TAKE APPROPRIATE PRECAUTIONS TO PROTECT HIS WORK AND PERSONNEL. THIS IS INCIDENTAL TO THE PROJECT.



SPECIAL NOTES:

1. THE CONTRACTOR'S SURVEYOR SHALL COORDINATE WITH DAWSON SURVEYS, INC. THE CONTRACTOR'S SURVEYOR SHALL VERIFY PROPOSED GRADES, INVERT ELEVATIONS, FLOW LINES, ALIGNMENTS, PROPERTY LINES, RIGHT OF WAY, SETBACKS, AND TOPOGRAPHY PRIOR TO CONSTRUCTION. ANY DEVIATIONS SHALL BE REPORTED TO THE ENGINEER.

2. THE EXISTING UTILITY LOCATIONS SHOWN ON THESE PLANS HAVE BEEN COMPILED FROM MULTIPLE SOURCES, INCLUDING UTILITY LOCATES, AND FIELD SURVEYS (AS COMPILED BY DAWSON SURVEYS, INC.). IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY AND POTHOLE ANY POTENTIAL UTILITY CONFLICTS. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO PUBLIC OR PRIVATE PROPERTY, INCLUDING UTILITIES.

3. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING ARROYO DEL LOS CHAMISOS TRAIL. IF REPAIR IS NEEDED, THE CONTRACTOR SHALL CUT AND PATCH THE EXISTING TRAIL TO MATCH EXISTING SURFACE THICKNESS AS DIRECTED BY THE PROJECT MANAGER. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE PROJECT.

4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PRESERVE/TRANSPLANT VEGETATION INCLUDING BUT NOT LIMITED TO (TREES, SHRUBS, BUSHES, NATIVE GRASSES). CONFINE WORK AREA TO LIMITS OF CONSTRUCTION. DISTURBED AREAS SHALL BE REVEGETATED IN ACCORDANCE WITH SSHBC SPECIFICATION SECTION 632 WITH THE FOLLOWING CRITERIA MODIFIED HEREIN AT THE DIRECTION OF CITY OF SANTA FE STAFF. SEE SHEETS 1-3, REVEGETATION AND ENVIRONMENTAL NOTES, AND 7-1, BEST MANAGEMENT PRACTICES.

5. CONTRACTOR SHALL CONFINE WORK AREAS TO THE LIMITS OF CONSTRUCTION AS SHOWN ON THE PLANS.

6. THE CONTRACTOR'S SURVEYOR SHALL BE A LICENSED NEW MEXICO PROFESSIONAL LAND SURVEYOR.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING HIS OWN PEDESTRIAN TRAFFIC DETOUR PLAN TO INCLUDE FLAGGING OPERATIONS, COVERING THE EXCAVATION, AND PROVIDING A TEMPORARY BASE COURSE WALKWAY THAT IS ADA ACCESSIBLE AROUND THE CONSTRUCTION ZONE ON THE EXISTING TOP OF BANK. SAID WALKWAY SHALL BE MAINTAINED TO ENSURE ADA COMPLIANCE. TRAFFIC AND PEDESTRIAN CONTROL PLAN WILL BE REQUIRED FOR REVIEW AND APPROVAL BY THE PROJECT MANAGER. SEE CITY OF SANTA FE GENERAL NOTE #20, FOR ADDITIONAL INFORMATION.

8. MAINTENANCE OF AS-BUILT PLANS. THE CONTRACTOR SHALL MAINTAIN AN UP TO DATE SET OF AS-BUILT PLANS FOR THE PROJECT. THESE PLANS SHALL BE KEPT CURRENT, WITHIN TWO WEEKS, AT ALL TIMES AND SHALL BE SUBJECT TO REVIEW BY THE PROJECT MANAGER THROUGHOUT THE PROJECT AND WILL BE REVIEWED BY THE PROJECT MANAGER FOR ACCURACY AND COMPLETENESS AT LEAST ONCE EVERY 30 DAYS. UPON 50% COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL SUBMIT PROGRESS AS-BUILT PLANS TO THE PROJECT MANAGER FOR REVIEW. THE FINAL AS-BUILT PLANS BEARING THE SIGNED SEAL AND CERTIFICATION OF THE CONTRACTOR'S SURVEYOR SHALL BE SUBMITTED TO THE PROJECT MANAGER PRIOR TO ANY FINAL PAYMENT. THIS WORK IS CONSIDERED INCIDENTAL TO COMPLETION OF THE PROJECT AND NO MEASUREMENT OR PAYMENT SHALL BE MADE.

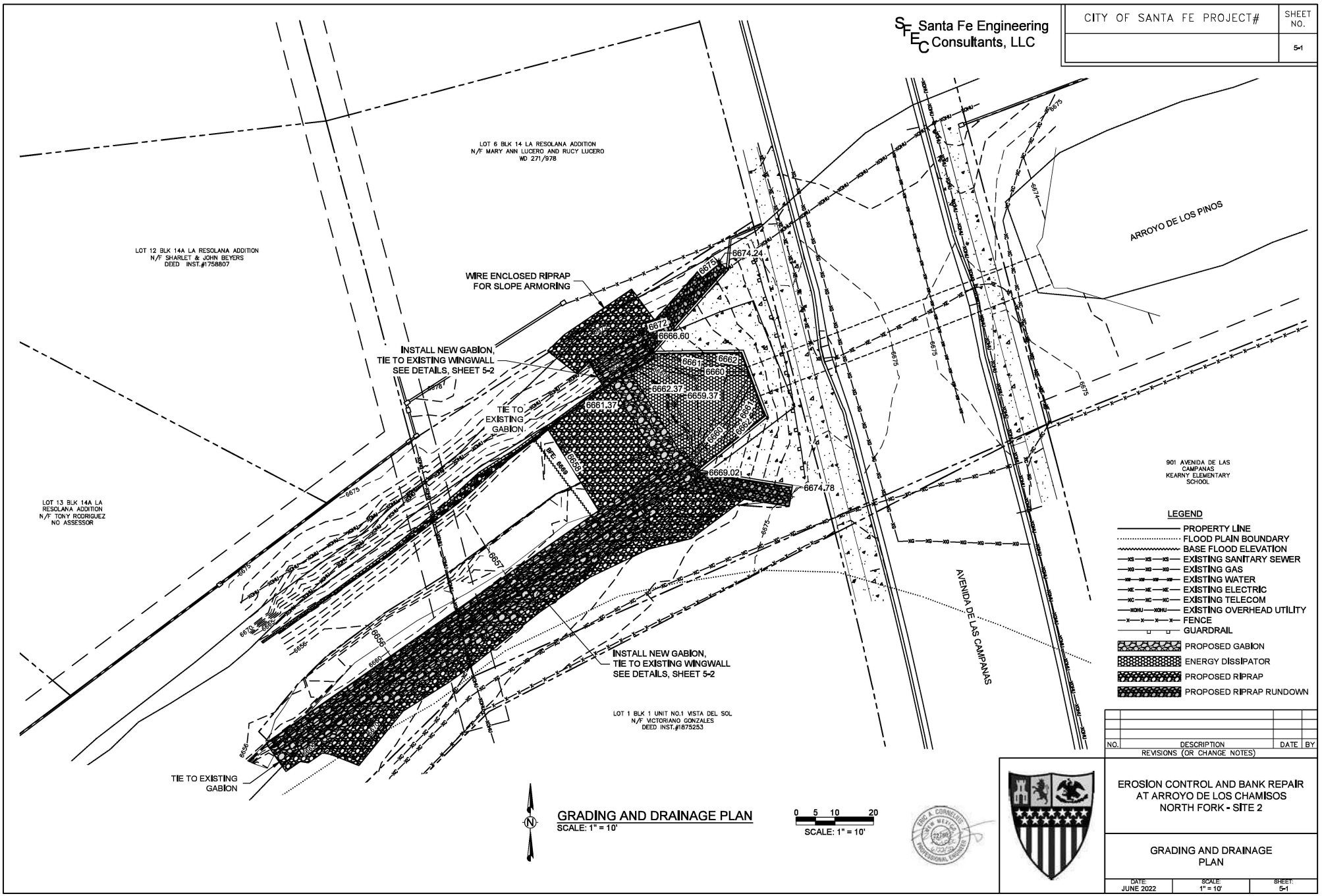
NO.	DESCRIPTION	DATE	BY
	REVISIONS (OR CHANGE NOTES)		

ERIC A. CORNELIUS NEW MEXICO 23786 PROFESSIONAL ENGINEER

EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 2

GENERAL NOTES

DATE:	SCALE:	SHEET:
JUNE 2022	N.T.S.	4-3


Santa Fe Engineering Consultants, LLC
CITY OF SANTA FE PROJECT#
SHEET NO. 5-1
LOT 6 BLK 14 LA RESOLANA ADDITION
N/F MARY ANN LUCERO AND RUCY LUCERO
WD 271/978
LOT 12 BLK 14A LA RESOLANA ADDITION
N/F SHARLET & JOHN BEYERS
DEED INST.#1758807
LOT 13 BLK 14A LA RESOLANA ADDITION
N/F TONY RODRIGUEZ
NO ASSESSOR
LOT 1 BLK 1 UNIT NO.1 VISTA DEL SOL
N/F VICTORIANO GONZALES
DEED INST.#1875253
ARROYO DE LOS PINOS
AVENIDA DE LAS CAMPANAS
901 AVENIDA DE LAS CAMPANAS
KEARNY ELEMENTARY SCHOOL
WIRE ENCLOSED RIPRAP FOR SLOPE ARMORING
INSTALL NEW GABION, TIE TO EXISTING WINGWALL SEE DETAILS, SHEET 5-2
TIE TO EXISTING GABION
INSTALL NEW GABION, TIE TO EXISTING WINGWALL SEE DETAILS, SHEET 5-2
TIE TO EXISTING GABION
6674.24
6666.60
6662.37
6659.37
6661.37
6669.02
6674.78
BOT. 6669
LEGEND
PROPERTY LINE
FLOOD PLAIN BOUNDARY
BASE FLOOD ELEVATION
EXISTING SANITARY SEWER
EXISTING GAS
EXISTING WATER
EXISTING ELECTRIC
EXISTING TELECOM
EXISTING OVERHEAD UTILITY
FENCE
GUARDRAIL
PROPOSED GABION
ENERGY DISSIPATOR
PROPOSED RIPRAP
PROPOSED RIPRAP RUNDOWN
NO. DESCRIPTION DATE BY
REVISIONS (OR CHANGE NOTES)
GRADING AND DRAINAGE PLAN
SCALE: 1" = 10'
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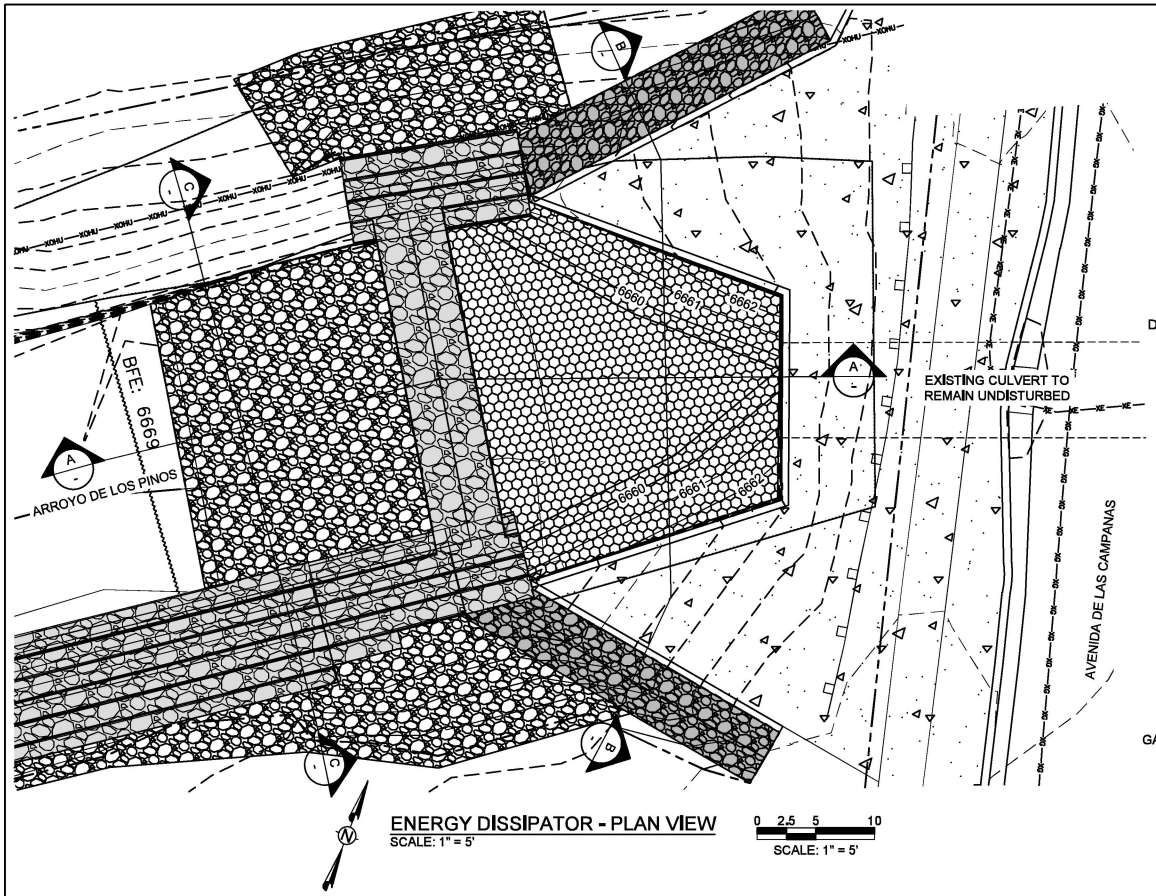
SCALE: 1" = 10'
EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 2
GRADING AND DRAINAGE PLAN
DATE: JUNE 2022
SCALE: 1" = 10'
SHEET: 5-1

Santa Fe Engineering Consultants, LLC

CITY OF SANTA FE PROJECT#	SHEET NO.
	5-2



ENERGY DISSIPATOR - PLAN VIEW
SCALE: 1" = 5'

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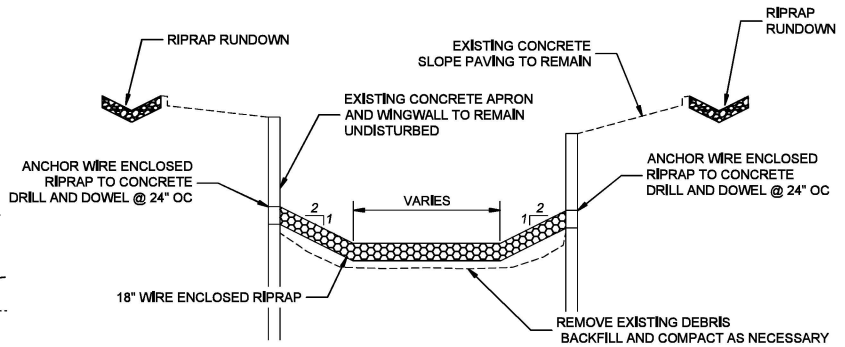
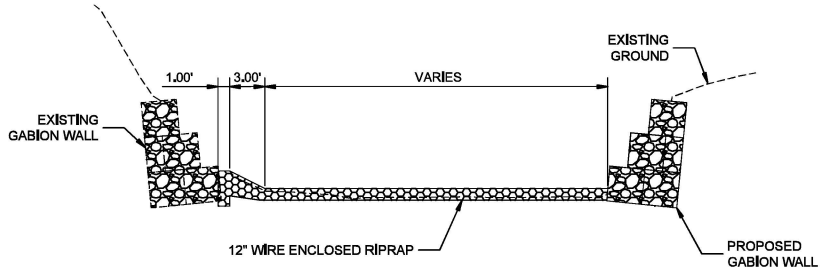
SCALE: 1" = 5'



B
SECTION ACROSS RIPRAP RUNDOWN
SCALE: N. T. S.



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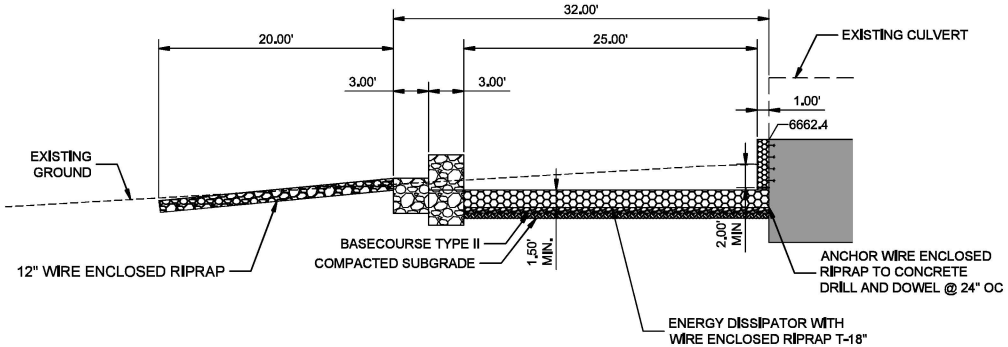
SECTION ACROSS RIPRAP
SCALE: N. T. S.



A
SECTION ACROSS ENERGY DISSIPATOR
SCALE: 1" = 5'

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SCALE: 1" = 5'

NOTES
1. FLOWABLE FILL AS REQUIRED.
2. SAWCUTTING OF EXISTING CONCRETE AS REQUIRED.
3. BACKFILL BEHIND STRUCTURES.
4. WORK AROUND EXISTING UTILITIES.
5. ANCHOR WIRE ENCLOSED RIPRAP TO CONCRETE.
6. TYPE II GEOTEXTILE.

NO.	DESCRIPTION	DATE	BY
	REVISIONS (OR CHANGE NOTES)		

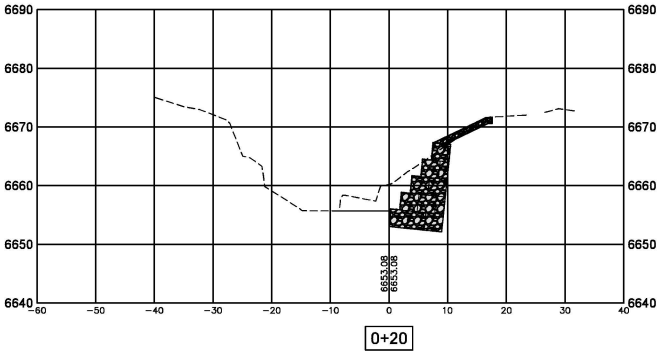
EROSION CONTROL AND BANK REPAIR AT ARROYO DE LOS CHAMISOS NORTH FORK - SITE 2

ENERGY DISSIPATOR SECTIONS AND DETAILS

DATE:	SCALE:	SHEET:
JUNE 2022	AS NOTED	5-2

Santa Fe Engineering Consultants, LLC

CITY OF SANTA FE PROJECT#	SHEET NO.
	5-3



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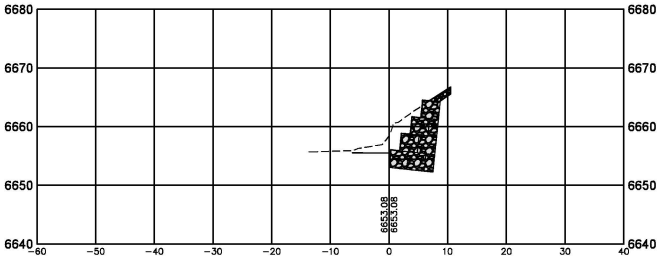

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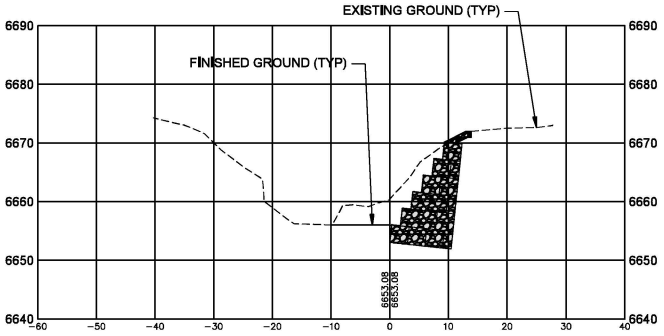

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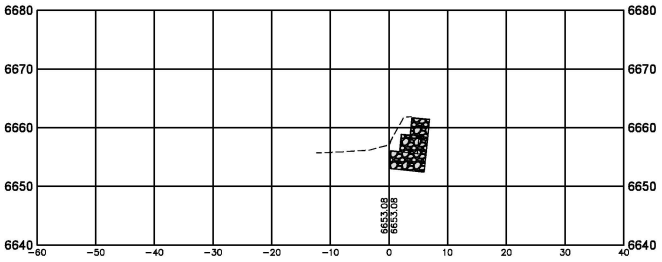

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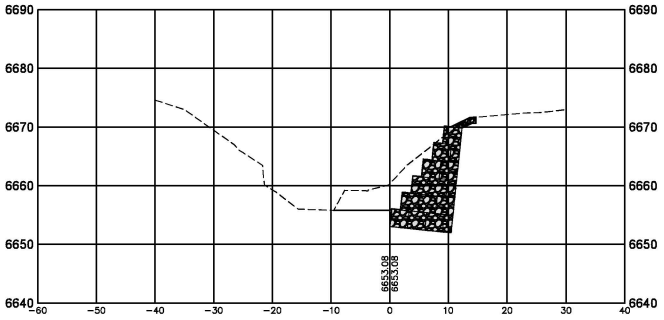

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CHANNEL CROSS SECTIONS

SCALE: 1" = 10'

0 5 10 20

SCALE: 1" = 10'

NO.	DESCRIPTION	DATE	BY
	REVISIONS (OR CHANGE NOTES)		

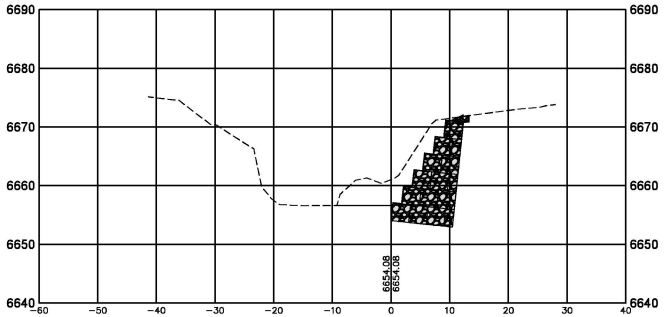
EROSION CONTROL AND BANK REPAIR
AT ARROYO DE LOS CHAMISOS
NORTH FORK - SITE 2

CHANNEL CROSS SECTIONS

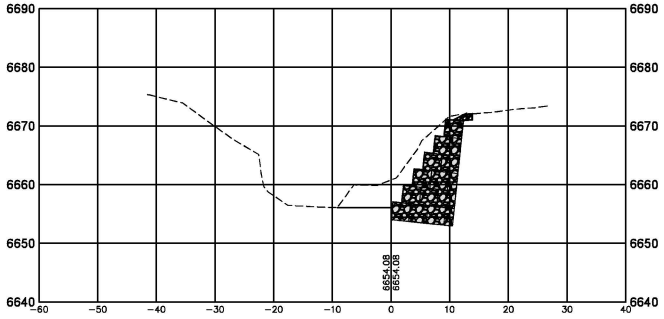
DATE:	SCALE:	SHEET:
JUNE 2022	1" = 10'	5-3

Santa Fe Engineering Consultants, LLC

CITY OF SANTA FE PROJECT#	SHEET NO.
	5-4



0+70



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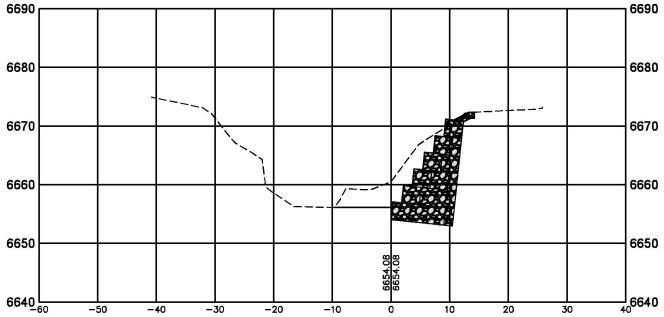

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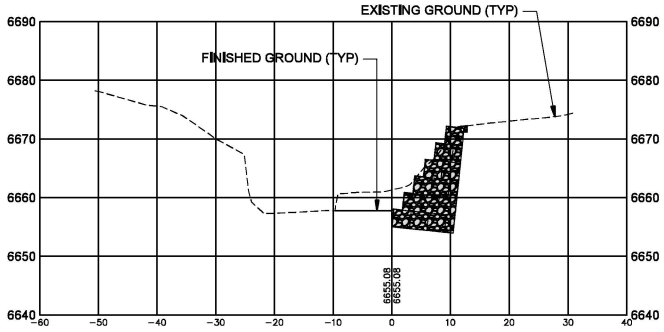

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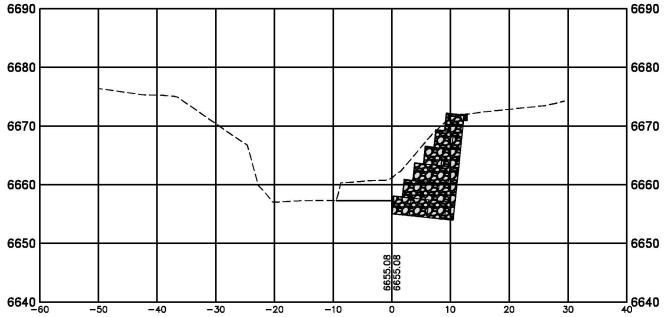


0+80

NO.	DESCRIPTION	DATE	BY

REVISIONS (OR CHANGE NOTES)

CHANNEL CROSS SECTIONS (CONT'D)

SCALE: 1" = 10'

0 5 10 20

SCALE: 1" = 10'

ERIC A. CORNELIUS — NEW MEXICO — 23786 — PROFESSIONAL ENGINEER

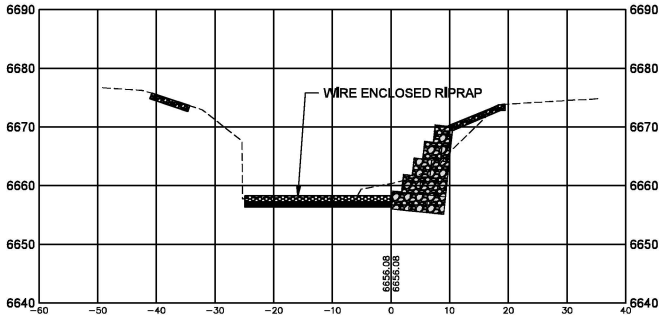
EROSION CONTROL AND BANK REPAIR
AT ARROYO DE LOS CHAMISOS
NORTH FORK - SITE 2

CHANNEL CROSS SECTIONS
(CONT'D)

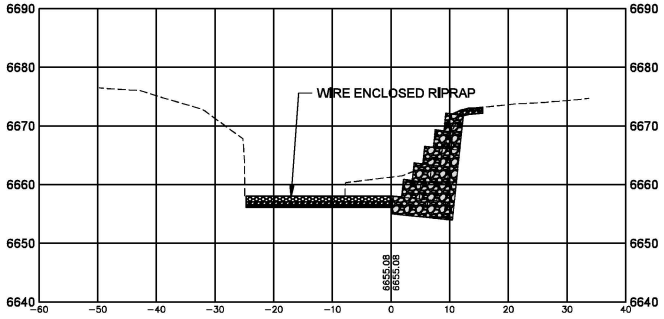
DATE:	SCALE:	SHEET:
JUNE 2022	1" = 10'	5-4

Santa Fe Engineering Consultants, LLC

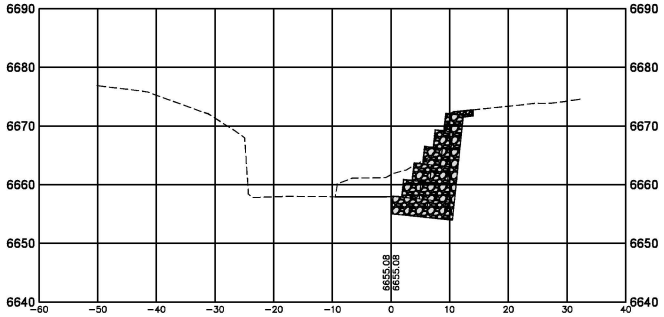
CITY OF SANTA FE PROJECT#	SHEET NO.
	5-5



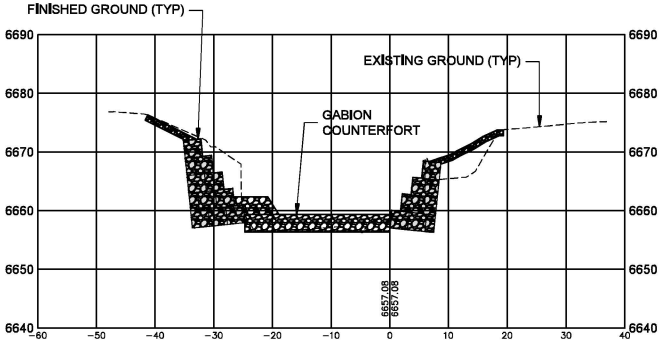
1+20



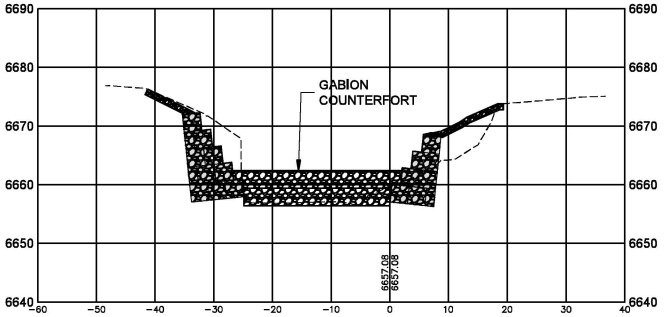
1+10



1+00



1+32



1+30

CHANNEL CROSS SECTIONS (CONT'D)

SCALE: 1" = 10'

0 5 10 20

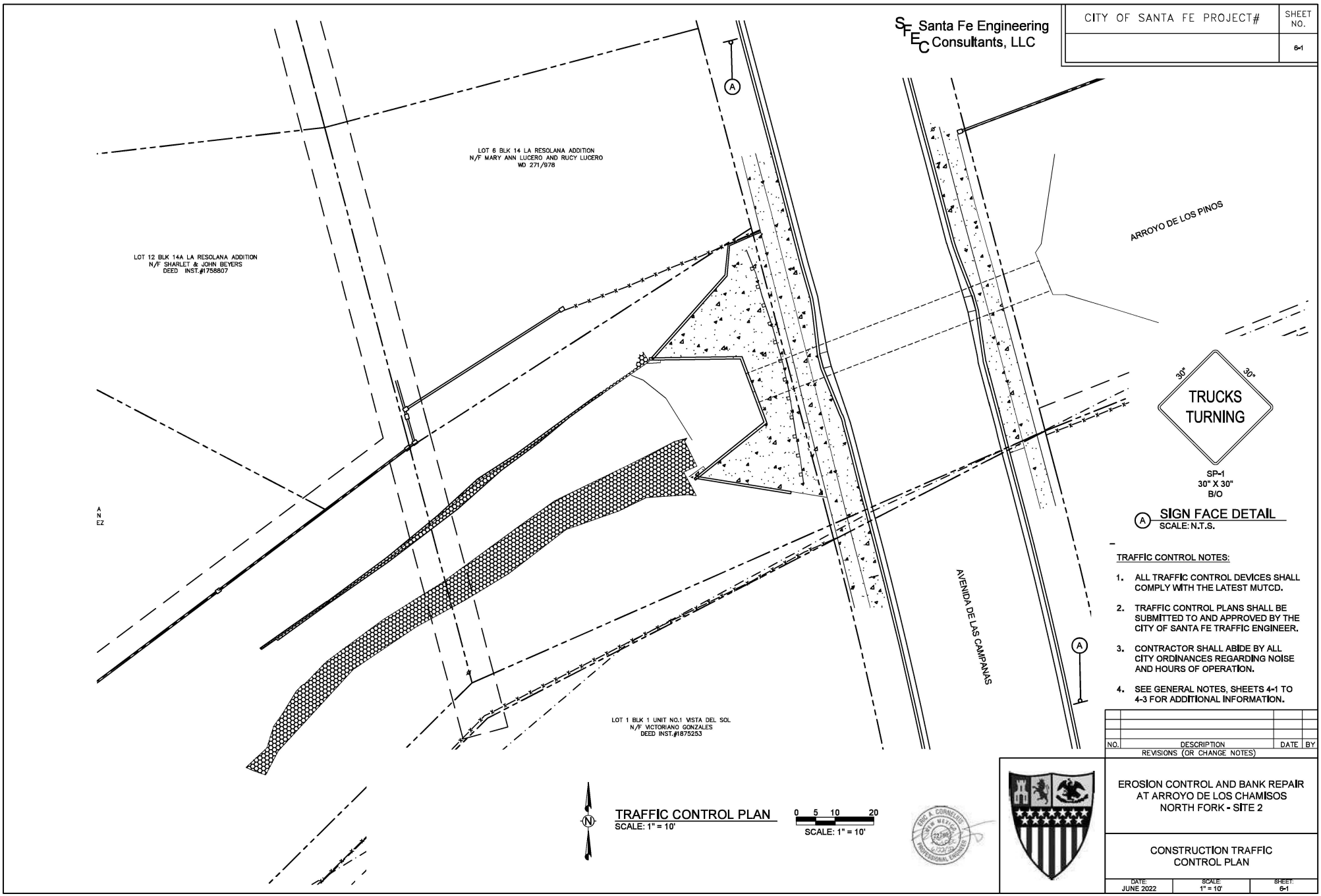
SCALE: 1" = 10'

NO.	DESCRIPTION	DATE	BY
	REVISIONS (OR CHANGE NOTES)		

EROSION CONTROL AND BANK REPAIR
AT ARROYO DE LOS CHAMISOS
NORTH FORK - SITE 2

CHANNEL CROSS SECTIONS
(CONT'D)

DATE:	SCALE:	SHEET:
JUNE 2022	1" = 10'	5-5



Santa Fe Engineering Consultants, LLC

CITY OF SANTA FE PROJECT#	SHEET NO.
	6-1

A SIGN FACE DETAIL
SCALE: N.T.S.

TRAFFIC CONTROL NOTES:

1. ALL TRAFFIC CONTROL DEVICES SHALL COMPLY WITH THE LATEST MUTCD.
2. TRAFFIC CONTROL PLANS SHALL BE SUBMITTED TO AND APPROVED BY THE CITY OF SANTA FE TRAFFIC ENGINEER.
3. CONTRACTOR SHALL ABIDE BY ALL CITY ORDINANCES REGARDING NOISE AND HOURS OF OPERATION.
4. SEE GENERAL NOTES, SHEETS 4-1 TO 4-3 FOR ADDITIONAL INFORMATION.

TRAFFIC CONTROL PLAN
SCALE: 1" = 10'

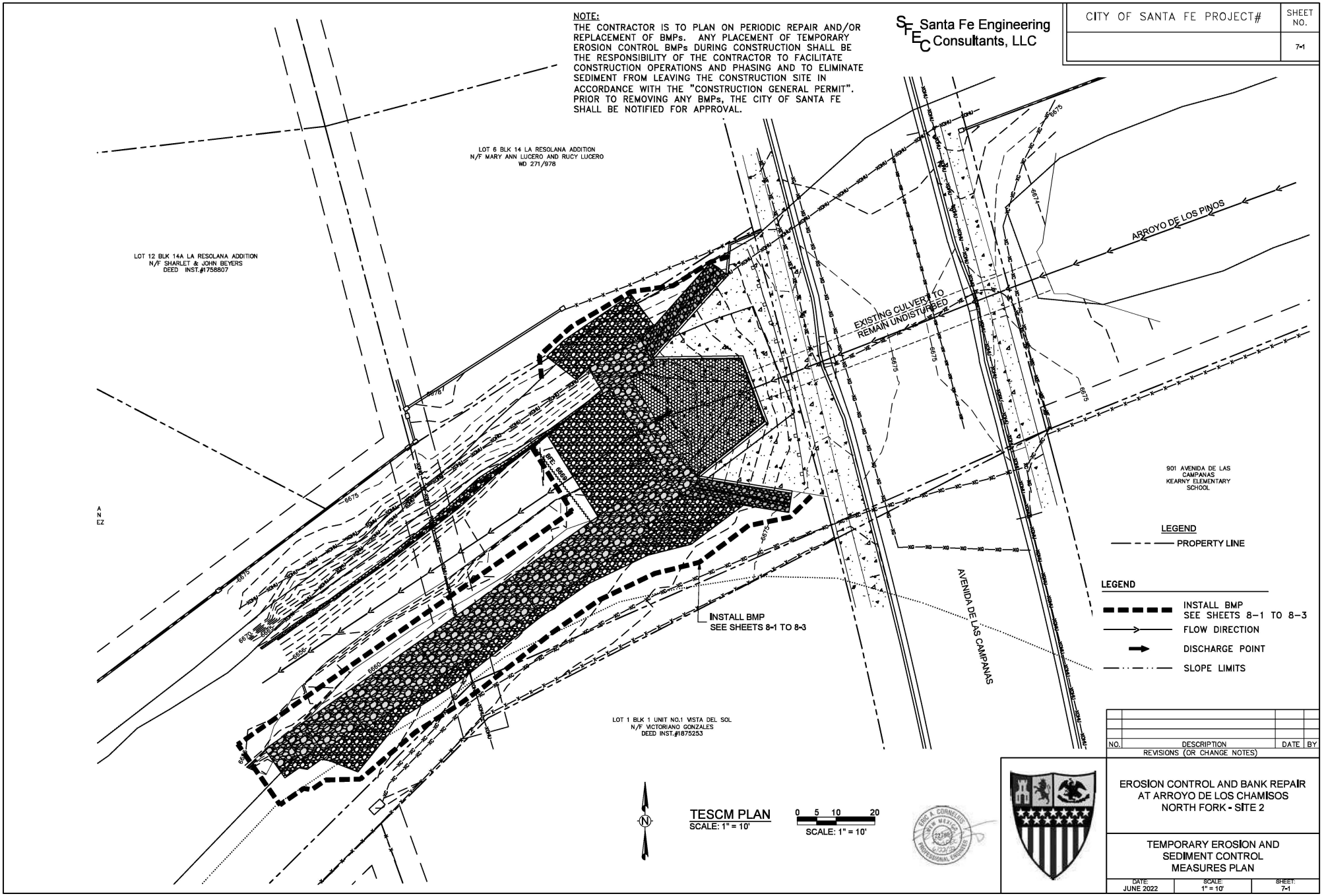
0 5 10 20
SCALE: 1" = 10'

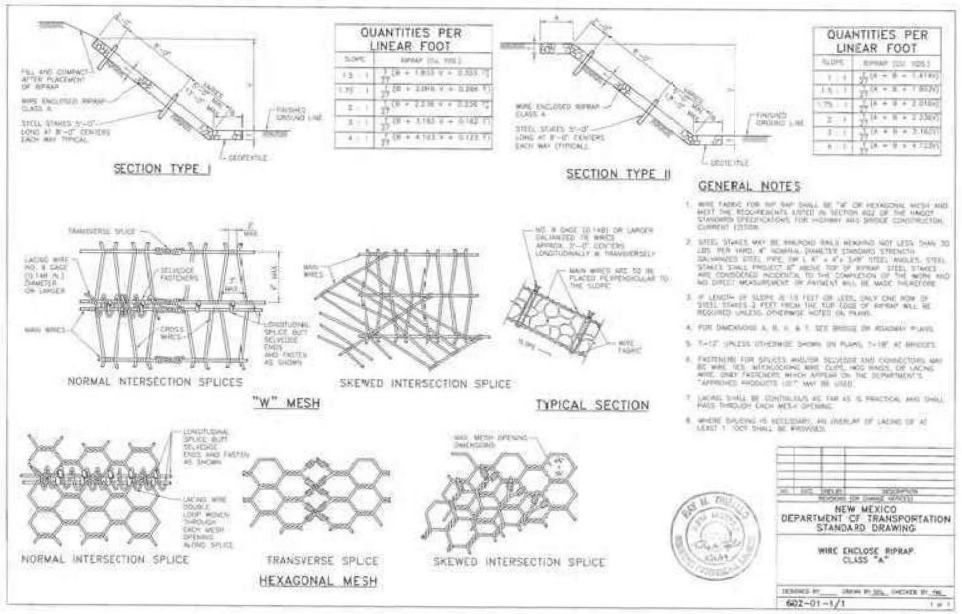
NO.	DESCRIPTION	DATE	BY
	REVISIONS (OR CHANGE NOTES)		

EROSION CONTROL AND BANK REPAIR
AT ARROYO DE LOS CHAMISOS
NORTH FORK - SITE 2

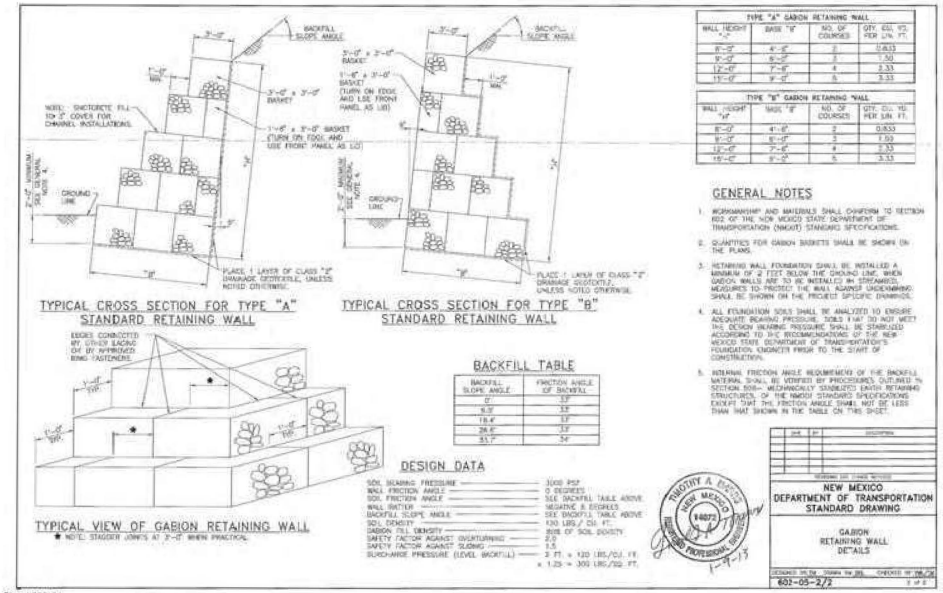
CONSTRUCTION TRAFFIC
CONTROL PLAN

DATE:	SCALE:	SHEET:
JUNE 2022	1" = 10'	6-1

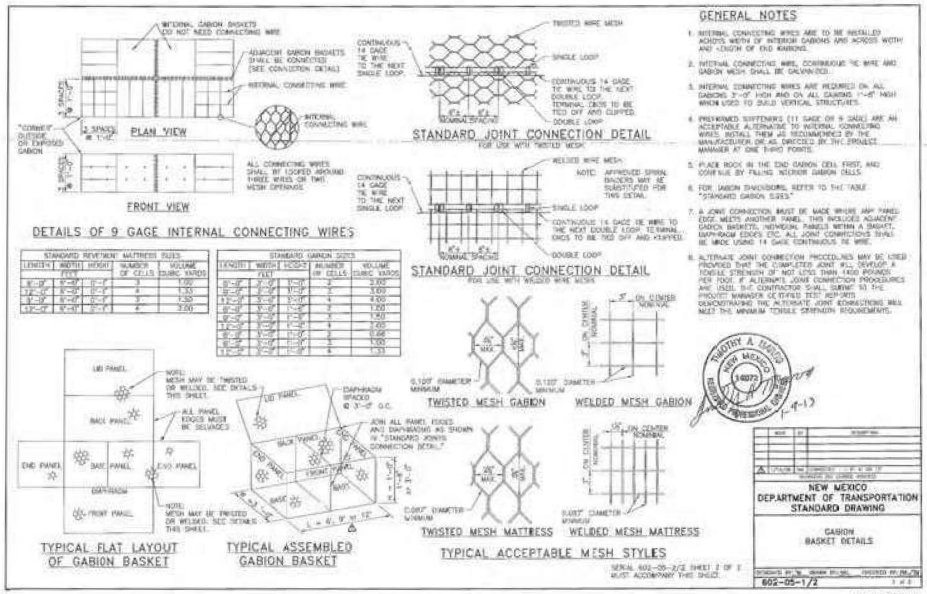

NOTE:
THE CONTRACTOR IS TO PLAN ON PERIODIC REPAIR AND/OR REPLACEMENT OF BMPs. ANY PLACEMENT OF TEMPORARY EROSION CONTROL BMPs DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FACILITATE CONSTRUCTION OPERATIONS AND PHASING AND TO ELIMINATE SEDIMENT FROM LEAVING THE CONSTRUCTION SITE IN ACCORDANCE WITH THE "CONSTRUCTION GENERAL PERMIT". PRIOR TO REMOVING ANY BMPs, THE CITY OF SANTA FE SHALL BE NOTIFIED FOR APPROVAL.
Santa Fe Engineering Consultants, LLC
CITY OF SANTA FE PROJECT#
SHEET NO.
7-1
LOT 6 BLK 14 LA RESOLANA ADDITION
N/F MARY ANN LUCERO AND RUCY LUCERO
WD 271/978
LOT 12 BLK 14A LA RESOLANA ADDITION
N/F SHARLET & JOHN BEYERS
DEED INST.#1758807
ARROYO DE LOS PINOS
EXISTING CULVERT TO REMAIN UNDISTURBED
901 AVENIDA DE LAS CAMPANAS
KEARNY ELEMENTARY SCHOOL
AVENIDA DE LAS CAMPANAS
INSTALL BMP
SEE SHEETS 8-1 TO 8-3
LOT 1 BLK 1 UNIT NO.1 VISTA DEL SOL
N/F VICTORIANO GONZALES
DEED INST.#1875253
LEGEND
PROPERTY LINE
LEGEND
INSTALL BMP
SEE SHEETS 8-1 TO 8-3
FLOW DIRECTION
DISCHARGE POINT
SLOPE LIMITS
NO. DESCRIPTION DATE BY
REVISIONS (OR CHANGE NOTES)
TESCM PLAN
SCALE: 1" = 10'
0 5 10 20
SCALE: 1" = 10'
EROSION CONTROL AND BANK REPAIR
AT ARROYO DE LOS CHAMISOS
NORTH FORK - SITE 2
TEMPORARY EROSION AND
SEDIMENT CONTROL
MEASURES PLAN
DATE: JUNE 2022
SCALE: 1" = 10'
SHEET: 7-1



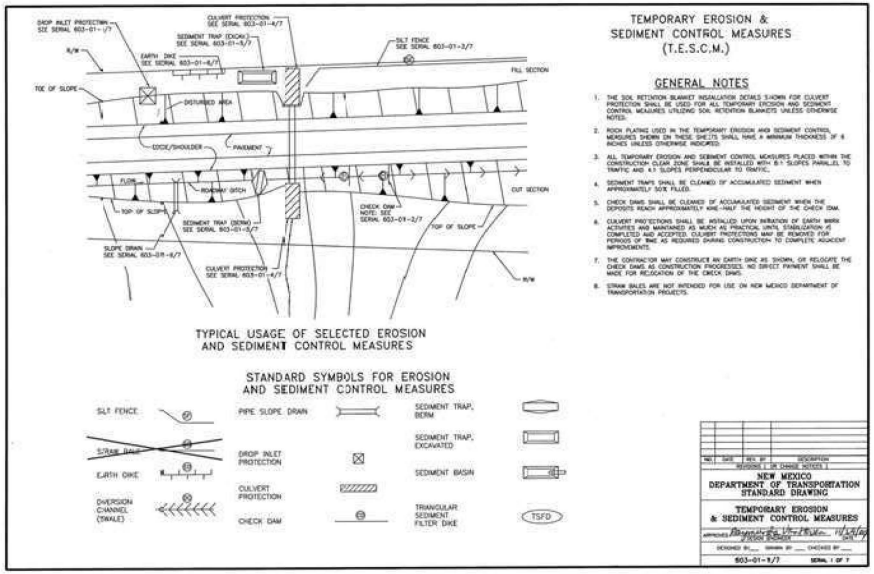
Sheet 602-01

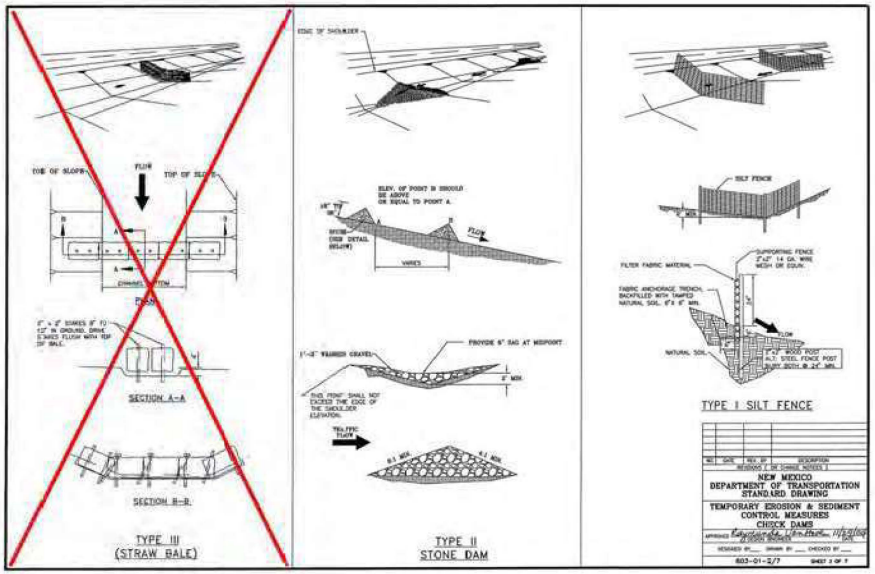


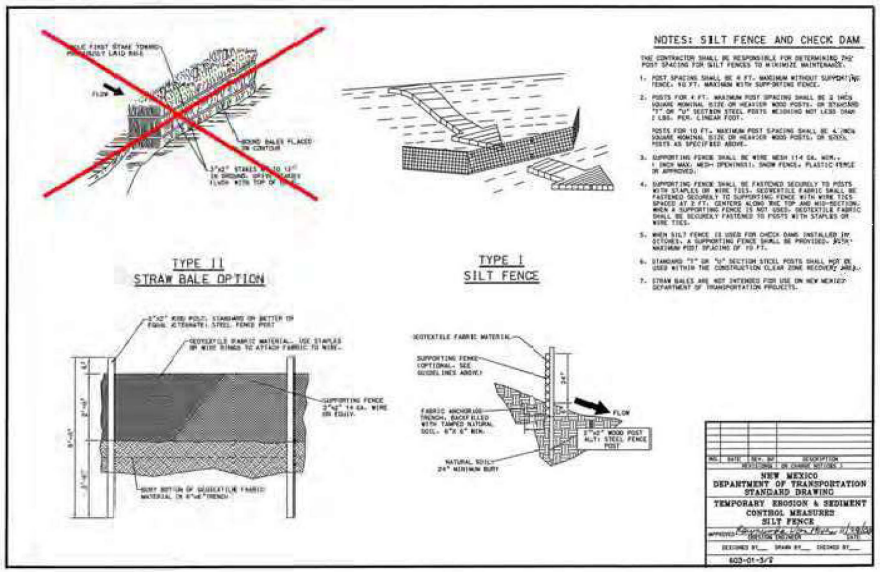
Sheet 602-04

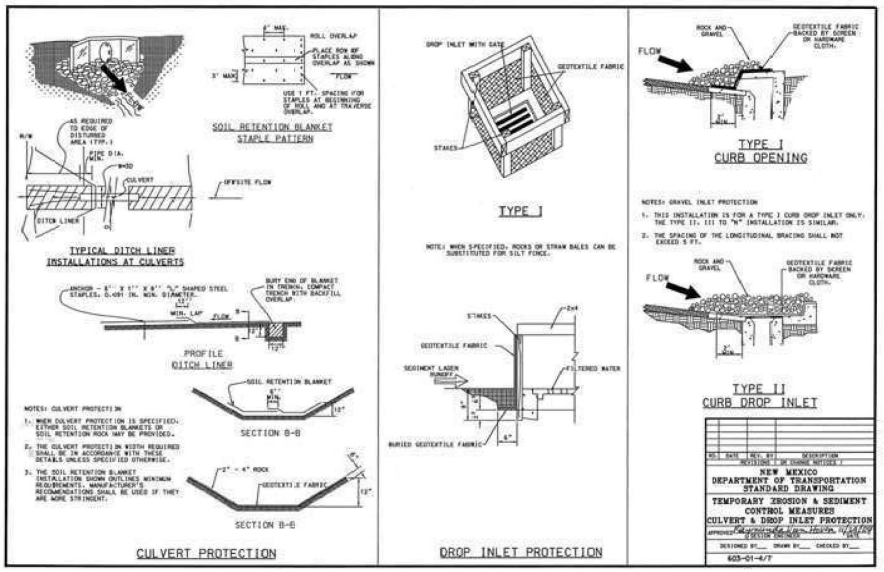


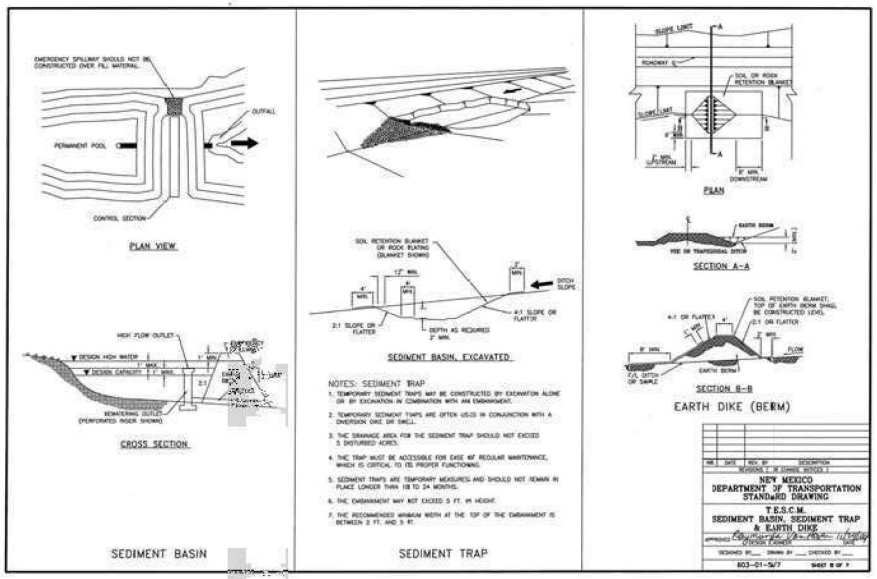
Sheet 602-03

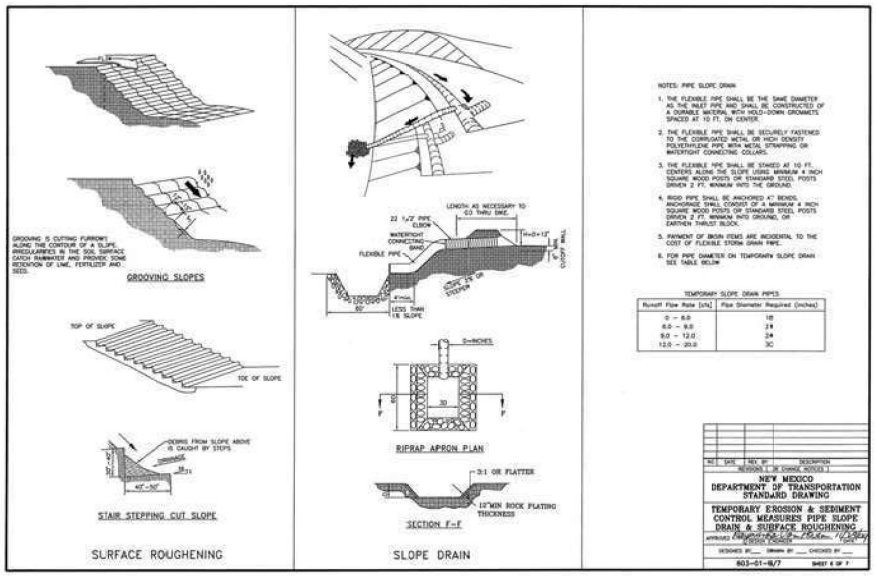

TEMPORARY EROSION &
SEDIMENT CONTROL MEASURES
(T.E.S.C.M.)
GENERAL NOTES
1. THE SOIL RETENTION BLANKET INSTALLATION DETAILS SHOWN FOR CULVERT PROTECTION SHALL BE USED FOR ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES UTILIZING SOIL RETENTION BLANKETS UNLESS OTHERWISE NOTED.
2. ROCK PLATING USED IN THE TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THESE SHEETS SHALL HAVE A MINIMUM THICKNESS OF 6 INCHES UNLESS OTHERWISE INDICATED.
3. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES PLACED WITHIN THE CONSTRUCTION CLEAR ZONE SHALL BE INSTALLED WITH 6:1 SLOPES PARALLEL TO TRAFFIC AND 4:1 SLOPES PERPENDICULAR TO TRAFFIC.
4. SEDIMENT TRAPS SHALL BE CLEANED OF ACCUMULATED SEDIMENT WHEN APPROXIMATELY SIX FILLED.
5. CHECK DAMS SHALL BE CLEANED OF ACCUMULATED SEDIMENT WHEN THE DEPOSITS REACH APPROXIMATELY HALF THE HEIGHT OF THE CHECK DAM.
6. CULVERT PROTECTIONS SHALL BE INSTALLED UPON INITIATION OF EARTH WORK ACTIVITIES AND MAINTAINED AS MUCH AS PRACTICAL UNTIL STABILIZATION IS COMPLETED AND ACCEPTED. CULVERT PROTECTIONS MAY BE REMOVED FOR PERIODS OF TIME AS REQUIRED DURING CONSTRUCTION TO COMPLETE ADJACENT IMPROVEMENTS.
7. THE CONTRACTOR MAY CONSTRUCT AN EARTH DIKE AS SHOWN, OR RELOCATE THE CHECK DAMS AS CONSTRUCTION PROGRESSES. NO DIRECT PAYMENT SHALL BE MADE FOR RELOCATION OF THE CHECK DAMS.
8. STRAW BALES ARE NOT INTENDED FOR USE ON NEW MEXICO DEPARTMENT OF TRANSPORTATION PROJECTS.
TYPICAL USAGE OF SELECTED EROSION AND SEDIMENT CONTROL MEASURES
STANDARD SYMBOLS FOR EROSION AND SEDIMENT CONTROL MEASURES
SILT FENCE
STRAW BALE
EARTH DIKE
DIVERSION CHANNEL (SWALE)
PIPE SLOPE DRAIN
DROP INLET PROTECTION
CULVERT PROTECTION
CHECK DAM
SEDIMENT TRAP, BERM
SEDIMENT TRAP, EXCAVATED
SEDIMENT BASIN
TRIANGULAR SEDIMENT FILTER DIKE
TSFD
NEW MEXICO
DEPARTMENT OF TRANSPORTATION
STANDARD DRAWING
TEMPORARY EROSION & SEDIMENT CONTROL MEASURES
603-01-1/7

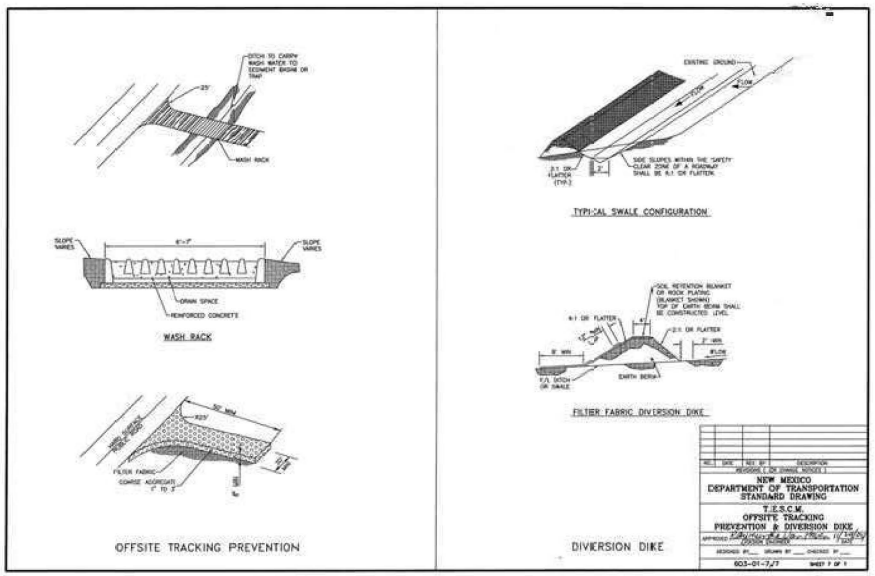

TOE OF SLOPE
FLOW
TOP OF SLOPE
SECTION A-A
SECTION B-B
TYPE III
(STRAW BALE)
EDGE OF SHOULDER
PROVIDE 6" SAG AT MIDPOINT
TYPE II
STONE DAM
SILT FENCE
FILTER FABRIC MATERIAL
NATURAL SOIL
TYPE I SILT FENCE
NEW MEXICO
DEPARTMENT OF TRANSPORTATION
STANDARD DRAWING
TEMPORARY EROSION & SEDIMENT CONTROL MEASURES
CHECK DAMS
603-01-2/7


NOTES: SILT FENCE AND CHECK DAM
TYPE II
STRAW BALE OPTION
TYPE I
SILT FENCE
GEOTEXTILE FABRIC MATERIAL
SUPPORTING FENCE (OPTIONAL - SEE GUIDELINES ABOVE)
FABRIC ANCHORAGE TRENCH, BACKFILLED WITH TAMPED NATURAL SOIL, 6"X 6" MIN.
NATURAL SOIL
24" MINIMUM BURY
FLOW
2"x2" WOOD POST
ALT: STEEL FENCE POST
NEW MEXICO
DEPARTMENT OF TRANSPORTATION
STANDARD DRAWING
TEMPORARY EROSION & SEDIMENT CONTROL MEASURES
SILT FENCE
603-01-3/7

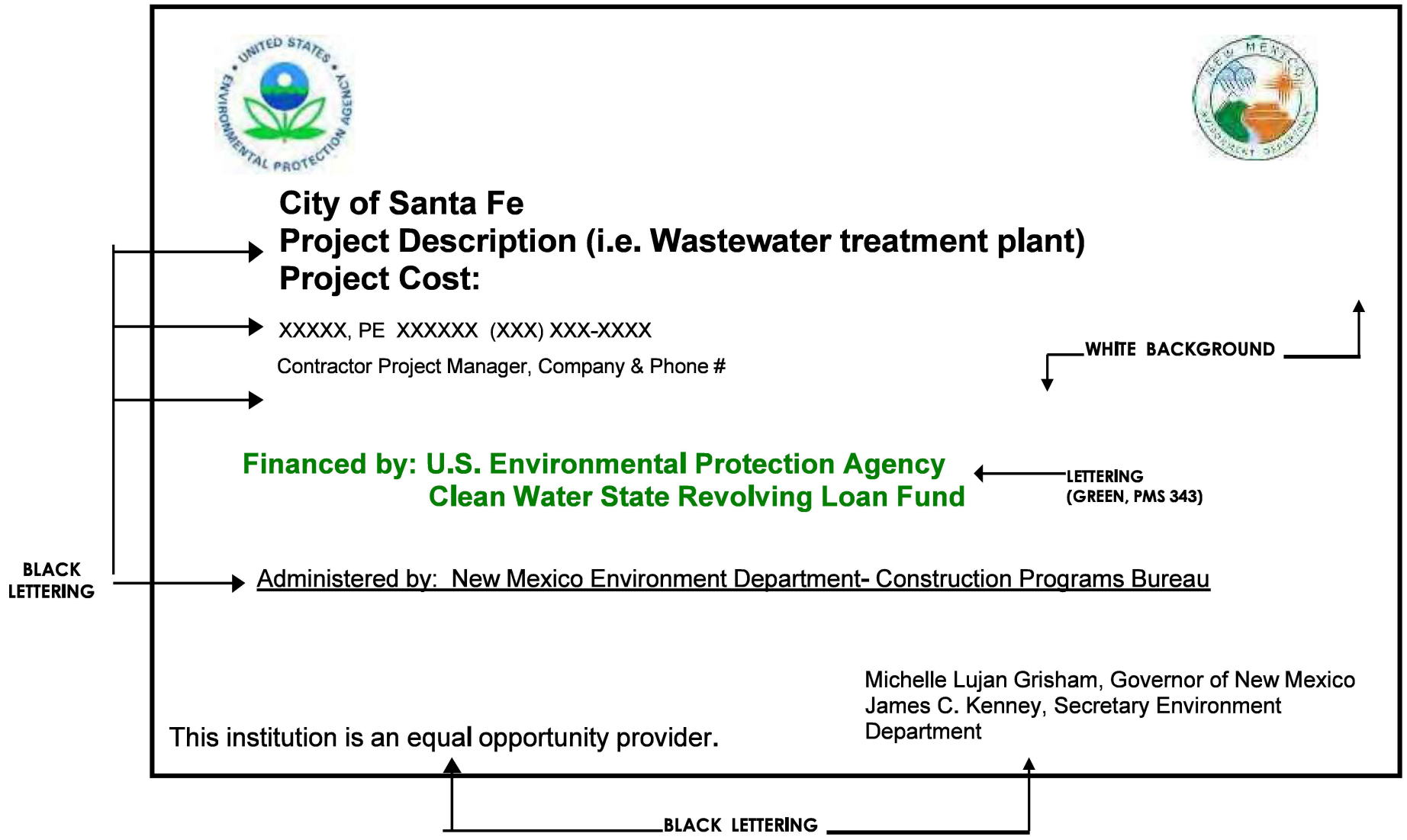

SOIL RETENTION BLANKET
STAPLE PATTERN
TYPICAL DITCH LINER
INSTALLATIONS AT CULVERTS
PROFILE
DITCH LINER
SECTION B-B
CULVERT PROTECTION
TYPE I
DROP INLET PROTECTION
TYPE I
CURB OPENING
TYPE II
CURB DROP INLET
NEW MEXICO
DEPARTMENT OF TRANSPORTATION
STANDARD DRAWING
TEMPORARY EROSION & SEDIMENT CONTROL MEASURES
CULVERT & DROP INLET PROTECTION
603-01-4/7


EMERGENCY SPILLWAY SHOULD NOT BE CONSTRUCTED OVER FILL MATERIAL.
OUTFALL
PERMANENT POOL
CONTROL SECTION
PLAN VIEW
HIGH FLOW OUTLET
DESIGN HIGH WATER
DESIGN CAPACITY
DEWATERING OUTLET (PERFORATED RISER SHOWN)
CROSS SECTION
SEDIMENT BASIN
SOIL RETENTION BLANKET OR ROCK PLATING (BLANKET SHOWN)
DITCH SLOPE
4:1 SLOPE OR FLATTER
2:1 SLOPE OR FLATTER
DEPTH AS REQUIRED
SEDIMENT BASIN, EXCAVATED
NOTES: SEDIMENT TRAP
1. TEMPORARY SEDIMENT TRAPS MAY BE CONSTRUCTED BY EXCAVATION ALONE OR BY EXCAVATION IN COMBINATION WITH AN EMBANKMENT.
2. TEMPORARY SEDIMENT TRAPS ARE OFTEN USED IN CONJUNCTION WITH A DIVERSION DIKE OR SWALE.
3. THE DRAINAGE AREA FOR THE SEDIMENT TRAP SHOULD NOT EXCEED 5 DISTURBED ACRES.
4. THE TRAP MUST BE ACCESSIBLE FOR EASE OF REGULAR MAINTENANCE, WHICH IS CRITICAL TO ITS PROPER FUNCTIONING.
5. SEDIMENT TRAPS ARE TEMPORARY MEASURES AND SHOULD NOT REMAIN IN PLACE LONGER THAN 18 TO 24 MONTHS.
6. THE EMBANKMENT MAY NOT EXCEED 5 FT. IN HEIGHT.
7. THE RECOMMENDED MINIMUM WIDTH AT THE TOP OF THE EMBANKMENT IS BETWEEN 2 FT. AND 5 FT.
SEDIMENT TRAP
SOIL OR ROCK RETENTION BLANKET
ROADWAY
DOWNSTREAM
PLAN
EARTH BERM
SECTION A-A
SOIL RETENTION BLANKET; TOP OF EARTH BERM SHALL BE CONSTRUCTED LEVEL
4:1 OR FLATTER
2:1 OR FLATTER
FLOW
F/L DITCH OR SWALE
SECTION B-B
EARTH DIKE (BERM)
NEW MEXICO
DEPARTMENT OF TRANSPORTATION
STANDARD DRAWING
T.E.S.C.M.
SEDIMENT BASIN, SEDIMENT TRAP & EARTH DIKE
603-01-5/7
SHEET 5 OF 7


GROOVING IS CUTTING FURROWS ALONG THE CONTOUR OF A SLOPE, PERPENDICULAR TO THE SOIL SURFACE DITCH RUNNOFF AND PROVIDE SOME INCREASE OF LIME, FERTILIZER AND SEED.
GROOVING SLOPES
TOP OF SLOPE
TOE OF SLOPE
DEBRIS FROM SLOPE ABOVE IS CAUGHT BY STOPS
STAIR STEPPING CUT SLOPE
SURFACE ROUGHENING
LENGTH AS NECESSARY TO GO THRU DIKE
22 1/2° PIPE ELBOW
WATERTIGHT CONNECTING BAND
FLEXIBLE PIPE
SLOPE 3:1 OR STEEPER
LESS THAN 1:1 SLOPE
CONCRETE APRON
D=INCHES
RIPRAP APRON PLAN
3:1 OR FLATTER
12" MIN ROCK PLATING THICKNESS
SECTION F-F
SLOPE DRAIN
NOTES: PIPE SLOPE DRAIN
1. THE FLEXIBLE PIPE SHALL BE THE SAME DIAMETER AS THE INLET PIPE AND SHALL BE CONSTRUCTED OF A DURABLE MATERIAL WITH HOLD-DOWN GROMMETS SPACED AT 10 FT. ON CENTER.
2. THE FLEXIBLE PIPE SHALL BE SECURELY FASTENED TO THE CORRUGATED METAL OR HIGH DENSITY POLYETHYLENE PIPE WITH METAL STRAPPING OR WATERTIGHT CONNECTING COLLARS.
3. THE FLEXIBLE PIPE SHALL BE STAKED AT 10 FT. CENTERS ALONG THE SLOPE USING MINIMUM 4 INCH SQUARE WOOD POSTS OR STANDARD STEEL POSTS DRIVEN 2 FT. MINIMUM INTO THE GROUND.
4. RIGID PIPE SHALL BE ANCHORED 4" BENDS. ANCHORAGE SHALL CONSIST OF A MINIMUM 4 INCH SQUARE WOOD POSTS OR STANDARD STEEL POSTS DRIVEN 2 FT. MINIMUM INTO GROUND, OR EARTHEN THRUST BLOCK.
5. PAYMENT OF BASIN ITEMS ARE INCIDENTAL TO THE COST OF FLEXIBLE STORM DRAIN PIPE.
6. FOR PIPE DIAMETER ON TEMPORARY SLOPE DRAIN SEE TABLE BELOW
TEMPORARY SLOPE DRAIN PIPES
Runoff Flow Rate (cfs) | Pipe Diameter Required (inches)
0 - 6.0 | 18
6.0 - 9.0 | 24
9.0 - 12.0 | 24
12.0 - 20.0 | 30
NEW MEXICO
DEPARTMENT OF TRANSPORTATION
STANDARD DRAWING
TEMPORARY EROSION & SEDIMENT CONTROL MEASURES PIPE SLOPE DRAIN & SURFACE ROUGHENING
603-01-6/7
SHEET 6 OF 7


DITCH TO CARRY RUNOFF WATER TO SEDIMENT BASIN OR TRAP
45°
WASH RACK
SLOPE VARIES
6'-7'
SLOPE VARIES
DRAIN SPACE
REINFORCED CONCRETE
WASH RACK
FILTER FABRIC
COARSE AGGREGATE 2" TO 3"
OFFSITE TRACKING PREVENTION
EXISTING GROUND
2:1 OR FLATTER (TYP.)
SIDE SLOPES WITHIN THE "SAFETY" CLEAR ZONE OF A ROADWAY SHALL BE 6:1 OR FLATTER
TYPICAL SWALE CONFIGURATION
SOIL RETENTION BLANKET OR ROCK PLATING (BLANKET SHOWN)
TOP OF EARTH BERM SHALL BE CONSTRUCTED LEVEL
4:1 OR FLATTER
2:1 OR FLATTER
FLOW
EARTH BERM
F/L DITCH OR SWALE
FILTER FABRIC DIVERSION DIKE
NEW MEXICO
DEPARTMENT OF TRANSPORTATION
STANDARD DRAWING
T.E.S.C.M.
OFFSITE TRACKING PREVENTION & DIVERSION DIKE
603-01-7/7
SHEET 7 OF 7
DIVERSION DIKE

APPENDIX A: EXAMPLE PROJECT SIGN FOR CWSRF FUNDED PROJECTS



SIGN DIMENSIONS: 1200 mm x 2400 mm x 19 mm (approx. 4' x 8' x ¾")
PLYWOOD PANEL (APA RATED A-B GRADE–EXTERIOR)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/27/2022

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 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:
INSURED EMCO of Santa Fe, LLC 3810 Oliver Rd Santa Fe, NM 87505	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 :

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		6076047006	12/31/2022	12/31/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG LIMITED POLLUTI	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 100,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			6076591361	12/31/2022	12/31/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	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		0099202	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	$ 500,000 $ 500,000 $ 500,000

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

RE: North Fork Arroyo Chamiso

CERTIFICATE HOLDER

City of Santa Fe - River and Watershed Coordinator
500 Market Street
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

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1. ADDITIONAL INSUREDS

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

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

(2) was executed prior to:

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

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

for which such additional insured seeks coverage.

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

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

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

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

A. Controlling Interest

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

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

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

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

B. Co-owner of Insured Premises

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

C. Lessor of Equipment

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

D. Lessor of Land

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

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

E. Lessor of Premises

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

F. Mortgagee, Assignee or Receiver

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

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

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

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

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

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

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

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

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

The coverage granted by this paragraph does not apply to:

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

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

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

H. Trade Show Event Lessor

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

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a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. bodily injury or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to **your product** arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

l. Damage to Your Work

Property damage to **your work** arising out of it, or any part of it and included in the **products-completed operations hazard.**

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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(2) If the cause of loss to the damaged work arises as a result of:

(a) fire;

(b) smoke;

(c) collapse; or

(d) explosion.

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

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard.** This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

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

Damages arising out of:

(1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

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

However, unless Paragraph **(1)** above applies, this exclusion does not apply to **damages** because of **bodily injury.**

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

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

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data.**

C. The following definition is added to **DEFINITIONS**:

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

D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

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

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

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

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

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the $100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

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

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

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E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory.**

(2) the **bodily injury** first occurs during the **policy period.** All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident.** All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

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(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident.**

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident.**

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED.**

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS.** Please see that provision for the definition of **consolidated (wrap-up) insurance program.**

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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j. **Damage to Property**

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

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

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

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

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

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

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

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

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B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE.**

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability.**

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part.**

17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

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B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury.** This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured.**

2. add the following exclusions:

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This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured.**

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured.**

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part.**

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part.**

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability.**

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs.** Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part.**

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part.**

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

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B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard.**

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

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

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim.**

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

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2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

4002009550704170981602

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

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. 0099202.104 issued to EMCO of Santa Fe, LLC shall be valid and shall form part of said policy. The effective date of this endorsement is 01/01/2022 12:01 A.M. Mountain Standard Time.

Date Issued: 12/09/2021

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

Countersignature of Licensed Resident Agent _____

WC 00 03 13

City of Santa Fe
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

Owner: RICHAR COOK

License Number: 225893

Issued Date: April 20, 2022

Expiration Date: April 20, 2023

CRS Number: 03245374004

License Type: Business License - Renewable

Classification: Contractor - General

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

Ver. 1b 2.7.2020

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203880

Contractor: EMCO of Santa Fe, LLC

Description: Erosion control and bank repair to improve stormwater conveyance systems damaged in the 2018 flood. MS4 compliance and flood attenuation in residential neighborhood. This work is identified as a priority phase 1 location in our Stormwater Management Strategic Plan approved by the Governing Body in 2019.

Contract [⊗] Agreement [ ] Lease / Rent [ ] Amendment [ ]

Term Start Date: Date of City of Santa Fe Signature Term End Date: 3 years from date of signature

[ ] 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:** _____

Purchasing Officer Review: Mar 17, 2023 Date:

Comment & Exceptions: Procured via ITB.

4. **Funding Source:** Clean Water State Revolving Fund Loan **Org / Object:** 2310411.572970

Andy Hopkins Mar 17, 2023

Andy Hopkins (Mar 17, 2023 11:05 MDT)

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Zoe Isaacson Phone # 6853

Email: zrisaacson@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

_____

ITT Representative (attesting that all information is reviewed) Title Date

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: EMCO of Santa Fe, LLC

Procurement Title: 600C (CWSRF 088)- Erosion Control & Bank Repair at Arroyo Chamisos North Fork

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 Zoe Isaacson

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:

Zoe Isaacson	River & Watershed Manager	02/9/2023
Department Rep Printed Name (attesting that all information included)	Title	Date
	Contracts Supervisor	Mar 17, 2023
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.

GB PARKS Arroyo de Los Chamisos North Fork Re-1

Final Audit Report 2023-03-17

Created:	2023-03-16
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWZNbs1-JyZv2--R_7b-LxCilxi5i_ISF

"GB PARKS Arroyo de Los Chamisos North Fork Re-1" History

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2023-03-16 - 7:19:37 PM GMT- IP address: 63.232.20.2

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2023-03-17 - 4:06:49 PM GMT

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2023-03-17 - 5:01:21 PM GMT- IP address: 104.47.64.254

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23-0164 - EMCO of Santa Fe LLC PARKS GB

Final Audit Report 2023-05-08

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By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFJaNs3xKltz2Mvam1sXouH0NS8sOwd-n

"23-0164 - EMCO of Santa Fe LLC PARKS GB" History

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2023-05-01 - 9:50:04 PM GMT- IP address: 63.232.20.2

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2023-05-01 - 9:52:05 PM GMT

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2023-05-01 - 11:36:01 PM GMT- IP address: 104.47.65.254

Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
2023-05-01 - 11:44:28 PM GMT- IP address: 63.232.20.2

Document e-signed by Emily K. Oster (ekoster@santafenm.gov)
Signature Date: 2023-05-01 - 11:44:30 PM GMT - Time Source: server- IP address: 63.232.20.2

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2023-05-01 - 11:44:35 PM GMT

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2023-05-01 - 11:50:31 PM GMT- IP address: 104.28.111.126

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Signature Date: 2023-05-02 - 1:01:00 PM GMT - Time Source: server- IP address: 98.230.203.228

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2023-05-02 - 1:01:07 PM GMT

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2023-05-08 - 2:58:31 PM GMT- IP address: 104.47.65.254

Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)
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City of Santa Fe

Invitation to Bid

600C (CWSRF 088)-Erosion Control and Bank

Repair at Arroyo de Los Chamisos North Fork

Sites 1 & 2

ITB # 23/19/B

NIGP Commodity Codes:

92682, 91327, 91345, 90961

Bid Due Date and Time:

January 3, 2023 at 2:00 p.m.

(MTS/MTD)

Bidder MUST complete as applicable and sign the following in order for the Invitation to Bid (Bid) to be valid (type or print clearly):

Company Name: _____ Address: _____
dba (if applicable): _____ _____
Co. Email: _____ _____
Co. Phone No.: _____
NM Gross Receipts Tax # (CRS) _____ Federal Tax ID # _____

Payment terms: _____ (e.g., Net 30. Discount will not be considered in computing the low bid, see "Terms and Conditions"

F.O.B. Point must be Destination, unless otherwise indicated in the Invitation to Bid.

Bidder's Delivery: _____ (May be considered in the award)

Authorized Signature: _____ Print or type name: _____
Signatory Email: _____ Phone No: _____

**** It is the Bidder's responsibility as a bidder to ensure your bid is correct and accurate. It is the Bidder's responsibility to ensure all documents are completely uploaded and submitted electronically via email @ purchasing_ITB@santafenm.gov by the deadline set forth in this ITB. It is the Bidder's responsibility to ensure all documents are completely uploaded and submitted electronically, such electronic submissions will be considered sealed bids in accordance with statute. By bidding electronically, you acknowledge any and all amendments and it is your responsibility to ensure your bid corresponds with any amendments.***

If an amendment is processed to amend the scope of work or specifications after bid is submitted, Bidders must resubmit their bid in order for it to be considered fully submitted.

Please ensure that you, as the Bidder, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, via email by the deadline, will be deemed late. Further, a submission that is not fully complete by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.

It is the Bidder's responsibility to ensure that both a 'Read' receipt and 'Delivery' receipt is remitted and recorded in their own email for their own records. The City of Santa Fe will not guarantee that a response email will be sent to the Bidder upon submission, however, every effort to acknowledge that the bid was received timely will be made. NO LATE BID CAN BE ACCEPTED.

No amendment will be issued later than three (3) days prior to the date for receipt of bids, except an amendment withdrawing the bids or one which includes postponement of the date for receipt of bids.

If applicable, Bidder acknowledges receipt of the following amendment(s):
Amendment No. ____ Dated: _____ Amendment No. ____ Dated: _____

Bids are subject to the "Terms and Conditions" shown on the attached pages of this document, and any additional bidding instructions or requirements. NOTE: if you decide not to bid, do not return this document.

TERMS AND CONDITIONS

(Unless otherwise specified)

1. **General:** When the City of Santa Fe's Chief Procurement Officer (CPO) or his/her designee approves a purchase document in response to the bid, a binding contract is created. By signing the bid, bidder agrees to all terms and conditions of the bid and resulting contract.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **City Furnished Property:** City furnished property shall be returned to the City upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

4. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

5. **Inspection:** Final inspection and acceptance will be made at the destination. Tangible Personal Property (goods) rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.

6. **Commercial Warranty:** The Bidder agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Bidder gives for such to any customer for such supplies or services. 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. **Bidder agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

7. **Taxes:** Price shall not include State gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by the Requesting Department.

8. **Packing, Shipping, and Invoicing:**

a. The City's purchasing document number and the Vendor's name, Requesting Department's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The Requesting Departments' count will be accepted by the Bidder as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the Requesting Department and NOT to the City Chief Procurement Officer.

10. **Non-Collusion:** In signing this bid the Bidder certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the CPO or his/her designee.

11. **Nondiscrimination:** Bidder doing business with the City must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

13. **Payment Provisions:** All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Vendor, within thirty (30) days from the date the City receives written notice from the Bidder that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Bidder within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Bidder at the rate of 1.5 % per month. Bidder may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

14. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

15. **Workers' Compensation:** The Bidder agrees to comply with State laws and rules pertaining to Workers' Compensation benefits for its employees. If the Bidder fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

16. **Bidder Personnel**: Personnel proposed in the Bidder's written bid to the Requesting Department are considered material to any work performed under this Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Bidder without prior written consent of the Requesting Department.

Replacement of any Bidder personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Bidder will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Requesting Department shall retain the right to request the removal of any of the Bidder's personnel at any time.

17. **Records and Audit:** The Bidder shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this 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 Requesting Department and the City. The Requesting Department shall have the right to audit billings, both before and after payment. Payment for services under this Agreement shall not foreclose the right of the Requesting Department to recover excessive or illegal payments.

18. **Subcontracts:** The foregoing requirements for Bidder Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime Bidder to the subcontractor.

19. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, are the Statutes followed for this solicitation.

DEFINITION OF TERMINOLOGY:

"Authorized Purchaser" means an individual authorized by the City of Santa Fe, Purchasing Department, to place orders against an awarded contract/price agreement.

"Award" means the final execution of the agreement documents.

"Business Hours" means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

"Central Purchasing Office" means the office responsible for the control of procurement of items of tangible personable property, services or construction.

"CFR" means Code of Federal Regulations.

"Chief Procurement Officer" means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personable property, services or construction.

"City" means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.

"Close of Business" means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

"Confidential" means confidential financial information concerning Bidder's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. The following items may not be labelled as confidential: Bidder's submitted Cost bid response, and other submitted data that is not confidential financial information or that qualifies under the Uniform Trade Secrets Act.

"Contract" means any agreement for the procurement of items of tangible personal property, services or construction.

"Contractor" means a successful Bidder or who enters into a binding contract/price agreement with the City of Santa Fe

"Deliverable" means product outcome, services or tangible property that is a requirement of the contract, price agreement, work order, or project design pursuant to all aspects of the scope of work and specifications.

"Department" means the Department within the City of Santa Fe.

"Desirable" the terms "may", "can", "should", "preferably", or "prefers", identify a desirable or discretionary item or factor.

"Determination" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Electronic Submission" means a successful submittal of Bidder's Bid.

"Final Award" means, in the context of this Invitation to Bid and all its attendant documents, the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

"Hourly Rate" means the proposed fully loaded maximum hourly rates that include labor, equipment, tools, materials, taxes, permits, licenses, travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel, if appropriate, and other costs necessary to complete the services or goods provided.

"Mandatory" the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Bidder's Bid.

"Minimum" a means to identify a desirable or discretionary factor and limit of variation, function over a specific interval or criteria.

"Minor Irregularities" means anything in the Bid that does not affect the price, quality and/or quantity, or any other mandatory requirement.

"Multiple Source Award" means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Bidder.

"Responsible Bidder" means a Bidder who submits a responsive bid and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the Bid.

"Responsive Bidder" means a bid which conforms in all material respects to the requirements set forth in the Invitation to Bids. Material respects of an invitation to bid include, but are not limited to price, quality, quantity or delivery requirements.

"Staff" means any individual who is a full-time, part-time, or an independently contracted employee with the Bidders' company.

"Statement of Concurrence" means an affirmative statement from the Bidder to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Bidders Bid. (E.g. "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.).

"Vendor" means a person or entity representative party to the supply chain of goods and services available to companies or consumers typically used to describe the entity that have provided goods or services rather than the manufacturer of the goods or services itself.

IMPORTANT BIDDING INFORMATION:

Submission of Bid: Due Date – January 3, 2023 at 2:00 P.M. (MST/MDT) at which time the sealed Bids will be recorded as received and opened.

Solicitation packets are available at the following website: **https://www.santafenm.gov/bids_rfps**

Bids to be delivered to:
Submissions of all Invitation to Bids must be accomplished via email to: purchasing_ITB@santafenm.gov.

All Bids received after the due date and time will be rejected and an email will be sent informing the Bidder of the rejection.

Any inquiries or requests regarding clarification of this solicitation shall be submitted to the Procurement Manager whose name is listed below, or his/her designee in writing to the following information:

Name: Zoe Issacson
Contact Number: 505-955-6853
Email: zrisaacson@santafenm.gov

Chief Procurement Officer (CPO): If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact the CPO or his/her designee at least five (5) working days prior to the scheduled bid opening.

CPO designee contact information is:
JoAnn Lovato
Chief Procurement Officer
City of Santa Fe
jdlovato@santafenm.gov

Bidders may contact ONLY the CPO or his/her designee regarding the terminology stated in the solicitation. Other City employees do not have the authority to respond on behalf of the City.

Bidders shall promptly notify the CPO or his/her designee of any ambiguity, inconsistency, or error which they may discover upon examination of the bid. Any response made by the City will be provided in writing to all contractors by addendum, no verbal responses shall be authoritative.

PRE-BID CONFERENCE: A non-mandatory pre-bid conference will be held through a Zoom meeting as follows:

Date: TBD
Time: 2:00 PM Mountain Time (US and Canada)

Join Zoom Meeting @: TBD

BID OPENING: The Bid opening will be accomplished through a Zoom meeting as follows:

Date: January 3, 2023
Time: 2:00 PM Mountain Time (US and Canada)
Join Zoom Meeting @: https://santafenm-gov.zoom.us/j/81735939586

All Bidders must notify the CPO or his/her designee if any employee(s) of the requesting Department or the office of CPO have a financial interest in the Bidder:
____ No financial interest ____ Yes financial interest

If yes specify by name: _____

Rejection of Bids: The CPO or his/her designee shall have the right to reject any or all bids, and in particular to reject a bid not accompanied by the data required by this bidding document, or a bid which is in any way incomplete or irregular.,

Brand Name or Equal: Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition. "No substitute" specifications may be authorized ONLY if required to match existing equipment.

If bidding "equivalent" Bidders must be prepared to furnish "complete data" upon request, preferably with bid, to avoid delay in award.

Prohibit Bidding: If any Bidder is of the opinion that the specifications as written preclude him from submitting a bid on this ITB, it is requested that his opinion be made known to the CPO or his/her designee, in writing, at least seven (7) days prior to the bid opening date.

Responsible Bidder: Bidders must, upon request of the CPO or his/her designee, provide information and data to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. the CPO or his/her designee reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the Bidder.

Samples: Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be free of expense to the City. Samples not destroyed or mutilated in testing will be returned upon request, at Bidders expense. Each sample must be labeled to clearly show the bid number and item number that it pertains to. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

Bid tabulations: Bid tabs will be posted to our website after the bid opening date. To access go to https://www. https://www.santafenm.gov/bid_tabulations

AWARDS:

Determination of Lowest Bidder – Following determination of product acceptability, if any is required, bids will be evaluated to determine which Bidder offers the lowest cost to the City in accordance with the specifications and terms & conditions set forth in the Bid. The City reserves the right to award this Bid in total; by groups of items; on the basis of individual items; any combination of these which could result in a multiple award; or as otherwise specified in bid specifications; whichever, in his/her judgment, best serves the interest of the City.

The CPO or his/her designee shall have the right to waive technical irregularities, and to award to the Bidder whose bid is deemed to be in the best interest of the City.

Special Notice – To preclude any possible errors and/or misinterpretations, bid prices must be affixed legibly in ink or typewritten. Corrections or changes must be signed or initialed by Bidder prior to the scheduled bid opening; failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes; such corrections must be properly identified and signed or initialed by Bidder. Resubmittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bid shall be permitted. A low Bidder alleging a material mistake of fact after bids have been opened may be permitted to withdraw the bid upon written request prior to award at the discretion of the CPO or his/her designee.

F.O.B. Destination – Means goods are to be delivered to the destination designated by the Requesting Department which is the point at which the Requesting Department accepts ownership or title of the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. Destination may cause bid to be declared nonresponsive.

STATEMENT OF WORK:

Orders:

Under the terms and conditions of this Agreement the City may issue orders for items described herein. The terms and conditions shall form a part of each order issued hereunder.

The items to be ordered shall be as listed in the Price Schedule. All orders issued hereunder will bear both an order number and the Purchase Order Number.

Only written signed orders are valid.

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under the Price Schedule. Orders issued against this schedule will show the applicable item(s), number(s), and price(s); however, they may not describe the item(s) fully.

The prices quoted herein represent the total compensation to be paid by the City for the goods provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel, if appropriate, and other costs necessary to complete the services or goods provided.

Shipping and Billing Instructions:

The awarded Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term;

The Contractor shall enclose a packing list with each shipment listing the order number, Agreement number and the commercial parts number (if any) for each item; delivery shall be made as indicated by the Requesting Department; and

IMPORTANT: NO ADDITIONAL TERMS AND/OR CONDITIONS WILL BE ACCEPTED

SPECIFICATIONS:

The City of Santa Fe is seeking bids for the Erosion Control and Bank Repair at Arroyo de Los Chamisos North Fork – Site 1 and Site 2.

Site 1 consists of erosion control and repair near the intersection of Alamosa Drive and Santa Clara Drive. Site improvements include a new wire enclosed riprap swale and rundown, gabion walls, and a minor diversion berm. Please see the attached plan for more detail.

Site 2 includes repair or removal and replacement of the gabion walls, concrete wing walls, and the existing plunge basin / energy dissipator which have failed due to previous runoff events. Please see the attached plan set for more detail.

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

BID EVALUATION AND AWARD

It is the intent of the Owner to award a Contract to the responsible Bidder submitting the lowest option base bid provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available and is in the best interest of the City. The unreasonable failure of a Bidder to promptly supply information in connection with an inquiry with respect to responsibility is grounds for a determination that the Bidder is not a responsible Bidder.

Discrepancies in the Bid Form between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Term:
The term of this agreement shall be awarded for a two (2) year term from date of award with an option to renew for up to one (1) additional year, by mutual agreement of all parties and approval of the CPO of the City of Santa Fe, at the same prices, terms and conditions. This Agreement shall not exceed three (3) years.

Insurance:
The Contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, Workman's Compensation Insurance. The Contractor agrees to comply with City and state laws and rules pertaining to Worker's Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules, when required to do so, this Price Agreement will be cancelled immediately.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

Wage Rates:

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

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

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

Bonds:
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 shall become binding on the parties upon the execution of the contract. If a 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 [13-1-28 NMSA 1978] in the following manner:

- 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
- 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.

Method of Award:
Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the City reserves the right to issue multiple awards to obtain the items listed. Award will be made to meet the best interests of the City of Santa Fe.

Tax Note:
Prices submitted by the Bidder shall not include State Gross Receipts Tax (GRT) or Local Option Tax.

Applicable NMGRT rate will be applied and paid as determined by NM Taxation and Revenue Department at time of service.

The Awarded Vendor(s) shall add applicable NM GRT or Local Option Tax to their invoice at the current rates at the time of service as a separate line item to be paid by the user.

Escalation / Reduction Clause:
Awarded Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, City of Santa Fe and the Awarded 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.

Insurance Requirements:
The Awarded Contractor shall procure and maintain at the Awarded Vendor's own expense, insurance of the kinds and in amounts herein required. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the price agreement, whether performed by the Awarded Vendor, the Awarded Vendor's agents or employees, or by sub-contractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment, employees, agents and sub-contractors therefrom.

Bidding Information:
The conditions and specifications set out in this ITB are inseparable and indivisible. Any Bidder, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the ITB, and all other documents required to be submitted, shall be submitted by the Bidder in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the City of Santa Fe, constitute grounds for rejection of the entire bid.

The prices quoted herein represent the total compensation to be paid by the City of Santa Fe for goods and/or services provided. It is understood that the Bidder providing said goods and/or services to the City of Santa Fe is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this price agreement include an amount sufficient to cover such costs. When bidding, enter the amounts for the respective bid item unit prices to a maximum of three (3) decimal places.

The Awarded Contractor shall be considered an independent Contractor and not an employee of the City of Santa Fe. The Agency shall provide direction regarding the time and place of performance and compliance with rules and regulations required by this price agreement.

All interested Bidders, at a minimum, must be able to provide the products and/or services identified within the scope of work of this invitation to bid.

Bidder shall promptly notify the City of any ambiguity, inconsistency or error which they may discover upon the examination of the bidding documents, or of site and local conditions.

This bid may be awarded as an "all or none" bid or awarded as a multiple source bid: Bidders must provide a bid for each item or none of them.

The City shall have the right to reject any or all bids, and in particular, to reject a bid not accompanied by data, literature or samples required by the bidding documents, or a bid in any way incomplete or irregular.

PRICE SCHEDULE:

Price Schedule:

Site 1:

	Approx. QTY	Unit	Article and Description	Unit Price
1	15	C.Y.	UNCLASSIFIED EXCAVATION	$
2	5	C.Y.	EMBANKMENT FILL	$
3	1	L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	$
4	13	C.Y.	WIRE ENCLOSED RIP RAP	$
5	81	C.Y.	GABIONS	$
6	20	L.F.	MULCH SOCKS	$
7	1	L.S.	SWPP PLAN PREPARATION / LEW	$
8	1	L.S.	MOBILIZATION	$
9	1	L.S.	TRAFFIC CONTROL	$
10	1	L.S.	ASBUILT DRAWINGS	$
11	1	L.S.	CONSTRUCTION STAKING	$
12	1	L.S.	CONSTRUCTION TESTING	$

Base Bid – New wire enclosed riprap swale and rundown, gabion walls, and a minor diversion berm work and required coordination as per the attached plans for Site 1 Construction Documents, exclusive of Gross Receipts Tax:

_____($_____)

Site 2:

Item	Approx. QTY	Unit	Article and Description	Unit Price
1	270	C.Y.	UNCLASSIFIED EXCAVATION	$
2	125	C.Y.	EMBANKMENT FILL	$
3	75	S.Y.	BASECOURSE TYPE II – 6”	$
4	1	L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	$
5	105	C.Y.	WIRE ENCLOSED RIPRAP	$
6	615	C.Y.	GABIONS	$
7	40	L.F.	MULCH SOCKS	$
8	1	L.S.	SWPP PLAN PREPARATION / LEW	$
9	1	L.S.	MOBILIZATION	$
10	1	L.S.	TRAFFIC CONTROL	$
11	1	L.S.	ASBUILT DRAWINGS	$
12	1	L.S.	CONSTRUCTION STAKING	$
13	1	L.S.	CONSTRUCTION TESTING	$

Base Bid - Repair or removal and replacement of the gabion walls, concrete wing walls, and the existing plunge basin / energy dissipator as per the attached plans for Site 2 Construction Documents, exclusive of Gross Receipts Tax:

_____($_____)

Item#_____
Munis Contract# _____

CITY OF SANTA FE
CONSTRUCTION CONTRACT
INVITATION TO BID ONLY

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **NAME OF CONTRACTOR**, 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 _____, 2022.

The CITY and the CONTRACTOR agree:

1. Scope of Work.

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by the Contract Documents for CIP Erosion Control and Bank Repair at Arroyo de Los Chamisos – Site 1 and Site 2. (Bid Number '23/19/B). The work designated 600C (CWSRF 088)- Erosion Control and Bank Repair at Arroyo de Los Chamisos.

Site 1 consists of erosion control and repair near the intersection of Alamosa Drive and Santa Clara Drive. Site improvements include a new wire enclosed riprap swale and rundown, gabion walls, and a minor diversion berm.

Site 2 includes repair or removal and replacement of the gabion walls, concrete wing walls, and the existing plunge basin / energy dissipator which have failed due to previous runoff events.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

B. Project:

C. City Department:

D. Distribution:

City	_____
Contractor	_____
Engineer	_____
Architect	_____

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate not to exceed _____dollars ($AMOUNT), 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, as follows:

The Unit Bid Contract Total is determined as follows:

Base Bid	$
Gross Receipts Tax (8.3125%)	$
Base Bid plus NMGRT	$

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). 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 in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate three (3) years from date of execution unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). This agreement shall not exceed three (3) years. Per NMSA 1978 §13-1-154.1

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 Cityship by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that

Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

14. Amendment.

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

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

15. Change Orders.

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

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

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

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

(f) the impact of the change.

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

16. Merger.

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

17. Penalties for violation of law.

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

18. Equal Opportunity Compliance.

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

19. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect
to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with 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: Zoe Isaacson
1142 Siler Rd Bldg. C
Santa Fe, NM 87501
zrisaacson@santafenm.gov

To the Contractor: [insert name, address and email].

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:

_____
CITY MAYOR/MANAGER

DATE:_____

CONTRACTOR:

_____
NAME

_____
TITLE

DATE:_____
CRS#_____

Registration # _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE (INVITATION TO BID ONLY):

Marcos Martinez
Marcos Martinez (Dec 2, 2022 08:13 MST)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
EMILY OSTER, FINANCE DIRECTOR

2310411/572970
Org. Name/Org#

CITY OF SANTA FE
PURCHASING OFFICE
200 Lincoln Avenue Room 122
Santa Fe, NM 87501
JoAnn Lovato, Interim CPO

23/19/B Erosion Control Arroyo De Los Chamisos - North Fork Site #1 & #2
Date: 1/17/2023 @ 2:00 PM

	Site #1			**CF Padilla**		**EMCO of Santa Fe**	
Item	**Approx. QTY**	**Unit**	**Article and Description**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
1	15	C.Y.	UNCLASSIFIED EXCAVATION	$ 160.00	$ 2,400.00	$ 230.00	$ 3,450.00
2	5	C.Y.	EMBANKMENT FILL	$ 500.00	$ 2,500.00	$ 75.00	$ 375.00
3	1	L.S.	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	$ 6,000.00	$ 6,000.00	$	$ 5,000.00
4	13	C.Y.	WIRE ENCLOSED RIP RAP	$ 700.00	$ 9,100.00	$ 340.00	$ 4,420.00
5	81	C.Y.	GABIONS	$ 500.00	$ 40,500.00	$ 240.00	$ 27,420.00
6	20	L.F.	MULCH SOCKS	$ 20.00	$ 400.00	$ 10.00	$ 200.00
7	0.1	AC	CLASS A SEEDING	$ 75,000.00	$ 7,500.00	$ 25,000.00	$ 2,500.00
8	1	L.S.	SWPP PLAN PREPARATION / LEW	$ 5,800.00	$ 5,800.00	$ -	$ 2,500.00
9	1	L.S.	MOBILIZATION	$ 13,000.00	$ 13,000.00	$	$ 3,500.00
10	1	L.S.	TRAFFIC CONTROL	$ 14,000.00	$ 14,000.00	$	$ 500.00
11	1	L.S.	ASBUILT DRAWINGS	$ 3,000.00	$ 3,000.00	$	$ 2,500.00
12	1	L.S.	CONSTRUCTION STAKING	$ 10,000.00	$ 10,000.00	$	$ 7,500.00
13	1	L.S.	CONSTRUCTION TESTING	$ 7,100.00	$ 7,100.00	$	$ 5,500.00
			TOTALS	$ 135,780.00	$ 121,300.00	$ 25,895.00	$ 65,365.00
	Site #2			**CF Padilla**		**EMCO of Santa Fe**	

Item	Approx. QTY	Unit	Article and Description	Unit Price	Total Price	Unit Price	Total Price
1	270	C.Y.	UNCLASSIFIED EXCAVATION	$ 48.00	$ 12,960.00	$ 55.00	$ 14,850.00
2	125	C.Y.	EMBANKMENT FILL	$ 138.80	$ 17,350.00	$ 75.00	$ 9,375.00
3	6	C.Y.	FLOWABLE FILL	$ 600.00	$ 3,600.00	$ 375.00	$ 2,250.00
4	75	S.Y.	BASECOURSE TYPE II – 6"	$ 122.00	$ 9,150.00	$ 31.50	$ 2,362.50
5	1	L.S.	REMOVAL OF STRUCTURES AND				$ 16,500.00
			OBSTRUCTIONS	$ 13,000.00	$ 13,000.00		
6	105	C.Y.	WIRE ENCLOSED RIPRAP	$ 367.00	$ 38,535.00	$ 340.00	$ 35,700.00
7	615	C.Y.	GABIONS	$ 460.00	$ 282,900.00	$ 340.00	$ 209,100.00
8	40	L.F.	MULCH SOCKS	$ 20.00	$ 800.00	$ 10.00	$ 400.00
9	0.1	AC	CLASS A SEEDING	$ 75,000.00	$ 7,500.00	$ 25,000.00	$ 2,500.00
10	1	L.S.	SWPP PLAN PREPARATION / LEW	$ 5,800.00	$ 5,800.00		$ 2,500.00
11	1	L.S.	MOBILIZATION	$ 13,000.00	$ 13,000.00		$ 12,500.00
12	1	L.S.	TRAFFIC CONTROL	$ 14,000.00	$ 14,000.00		$ 1,000.00
13	1	L.S.	ASBUILT DRAWINGS	$ 3,000.00	$ 3,000.00		$ 2,500.00
14	1	L.S.	CONSTRUCTION STAKING	$ 10,000.00	$ 10,000.00		$ 12,000.00
15	1	L.S.	CONSTRUCTION TESTING	$ 7,100.00	$ 7,100.00		$ 9,000.00
			TOTALS	$ 142,655.80	$ 438,695.00	$ 26,226.50	$ 332,537.50

Witness: _____ Time: 2:00 pm Date: 1.17.23

Witness: _____ Time: 2:00PM Date: 1/17/23

ESPAMER-01 CMONTOYA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/28/2023

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:
INSURED EMCO of Santa Fe, LLC 3810 Oliver Rd Santa Fe, NM 87505	INSURER A : The Phoenix Insurance Company — NAIC # 25623 INSURER B : St. Paul Protective Insurance Company — 19224 INSURER C : Travelers Commercial Casualty Company — 40282 INSURER D : Travelers Commercial Insurance — 36137 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 X OTHER: DED $1,000	X		Y-630-3X719568-PHX-23	12/31/2023	12/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLLUTION	$ 1,000,000 $ 300,000 $ 0 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 100,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			810-3X633773-23-14-G	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			EX-5X490882-23-14	12/31/2023	12/31/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-6X247578-24-14-G	1/1/2024	1/1/2025	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)
RE: North Fork Arroyo Chamiso

CERTIFICATE HOLDER

City of Santa Fe - River and Watershed Coordinator
500 Market Street
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Signature: Zoe Isaacson

Email: zrisaacson@santafenm.gov

Signature: Melissa McDonald

Email: mamcdonald@santafenm.gov

Signature: Regina Wheeler
Regina Wheeler (Nov 19, 2024 17:29 MST)

Email: rawheeler@santafenm.gov

3203880 Arroyo de Los Chamisos CO 1 Revised 2024.12.18

Final Audit Report 2025-01-14

Created:	2024-12-30
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAQKfpH-sFurANdfbz9M7zI1TbfKKIV_j2

"3203880 Arroyo de Los Chamisos CO 1 Revised 2024.12.18" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-12-30 - 4:39:10 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
2024-12-30 - 4:45:28 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-01-06 - 6:30:57 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-01-06 - 6:31:35 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
2025-01-06 - 6:31:45 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-01-06 - 6:55:30 PM GMT- IP address: 104.28.111.172

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-01-06 - 9:49:01 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Josie Bolden (jxbolden@santafenm.gov) for signature
2025-01-06 - 9:49:12 PM GMT

Email viewed by Josie Bolden (jxbolden@santafenm.gov)
2025-01-08 - 2:39:17 PM GMT- IP address: 104.47.64.254

Powered by Adobe Acrobat Sign

Document e-signed by Josie Bolden (jxbolden@santafenm.gov)

Signature Date: 2025-01-08 - 2:39:55 PM GMT - Time Source: server- IP address: 63.232.20.2

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

2025-01-08 - 2:40:05 PM GMT

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

2025-01-14 - 5:30:24 AM GMT- IP address: 104.47.65.254

Document declined by EMILY OSTER (ekoster@santafenm.gov)

Decline reason: The signature block for me to sign needs to be on page 5 instead of page 112. Page 5 is for this amendment. Page 112 is the signature page from the sample contract in the ITB. Please update the document so I can sign on page 5. Thanks, Emily

2025-01-14 - 5:43:58 AM GMT- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

3203880 Arroyo de Los Chamisos CO 1 Revised 2024.12.18

Final Audit Report 2025-02-12

Created:	2025-02-07
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAt3lloy08SdmTXGh2GXzTUN3eJcwpKCvC

"3203880 Arroyo de Los Chamisos CO 1 Revised 2024.12.18" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2025-02-07 - 9:10:17 PM GMT- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-02-07 - 9:26:55 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-02-12 - 5:34:54 PM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-02-12 - 5:44:06 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-02-12 - 5:44:06 PM GMT

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CITY OF SANTA FE

Memorandum

Date: February 5, 2025

To: Governing Body and Quality of Life Committee

From: Andréa Salazar, City Clerk AS

RE: 2025 Railyard Movies in the Park Alcohol Approval

EXECUTIVE SUMMARY:

The proposed resolution would grant permission to As Above, So Below to serve beer and wine at the 2025 Railyard Movies in the Park series on City of Santa Fe ("City") property, in the Railyard Park, on May 31, June 14, June 28, July 26, August 9, and August 23, 2025.

BACKGROUND:

SFCC 1987, Section 23-6.2, requires the Governing Body to adopt a resolution for the sale and consumption of alcohol for locations on City property that are not specifically listed in Section 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 the City's Code.

The proposed resolution addresses the required elements:

- the event is the 2025 Railyard Movies in the Park;
- the location is the Railyard Park;
- the dates are May 31, June 14, June 28, July 26, August 9, and August 23, 2025;
- the times are from 6:00 p.m. to 9:00 p.m.;
- the alcohol served will be beer and wine;
- five hundred (500) attendees per event are expected;
- a Special Dispenser Permit is required; and
- the liquor liability and general liability insurance will list the City as an additional insured in an amount not less than $2,000,000.00, per occurrence and in the aggregate.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Alma Castro

A RESOLUTION

AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND WINE IN THE RAILYARD PARK DURING THE 2025 RAILYARD MOVIES IN THE PARK ON MAY 31, 2025; JUNE 14, 2025; JUNE 28, 2025; JULY 26, 2025; AUGUST 9, 2025; AND AUGUST 23, 2025, PURSUANT TO SUBSECTION 23-6.2(C) SFCC 1987.

WHEREAS, SFCC 1987, Section 23-6.2 governs the consumption of alcohol on 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 Railyard Movies in the Park event series has been taking place annually for sixteen (16) years; and

WHEREAS, Railyard Movies in the Park seeks to use As Above, So Below, a local distillery in the city of Santa Fe, to distribute beer and wine, promoting a local business to the community.

NOW, THEREFORE, BE RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that alcohol service during the 2025 Railyard Movies in the Park is hereby approved according to the following parameters:

Event:	Railyard Movies in the Park
Dates:	May 31, 2025; June 14, 202; June 28, 2025; July 26, 2025; August 9, 2025; and August 23, 2025.
Hours:	6:00 p.m. to 9:00 p.m.
Location:	The Railyard Park
Number of expected attendees:	500, per event
Type of alcohol to be served:	Beer and wine
Required Permits:	Special Dispenser 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. As Above, So Below Distillery shall provide the City with Certificates of Insurance and applicable endorsements evidencing such coverage.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 10652.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): 2025 Railyard Movies in the Park Alcohol Approval

Sponsor(s): Councilor Alma Castro

Reviewing Department(s): City Clerks Office

Staff Completing FIR: Andréa Salazar, City Clerk **Date:** 02/25/2025 **Phone:** (505) 955-6327

Reviewed by City Attorney: _____ **Date:** Feb 12, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Feb 14, 2025

Summary:
This proposed Resolution authorizes the sale and consumption of beer and wine at the 2025 Railyard Movies in the Park event series. The Railyard Movies in the Park will be held at the Railyard Park on May 31, June 14, June 1, July 26, August 9, and August 23, 2025, from 6:00 p.m. to 9:00 p.m. The request is pursuant to SFCC 1987, Section 23-6.2, which requires the Governing Body to adopt a Resolution for events on Santa Fe City property 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 Railyard Movies in the Park will not be able to have beer and wine as part of its 2025 movie event series.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
As Above, So Below Distillery, which is the sponsor of the Railyard Movies in the Park event series, is also required to obtain a Special Dispenser Permit from the Clerk's Office for the events.

Fiscal Implications:
None.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: ANDREA SALAZAR (Feb 3, 2025 13:49 MST)

Email: asalazar@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: January 31, 2025

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

From: Romella Glorioso-Moss, Complete Streets Capital Projects Manager RGM

Via: Regina Wheeler, Public Work Department Director RW

RE: C5233360 Pacheco Street Improvement Designating Authorized Representatives and Agents

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EXECUTIVE SUMMARY:

The Resolution designates authorized representatives and agents for New Mexico Department of Finance and Administration (DFA), appropriation ID Number H3360 and New Mexico Department of Transportation (NMDOT) Control Number C5233360 ("Grant Agreement"). The Grant Agreement makes available three hundred and fifty thousand dollars ($350,000), appropriated by the New Mexico State Legislature for a project to acquire rights of way and to plan, design, and construct bicycle and pedestrian improvements along Pacheco Street between West San Mateo Road and Alta Vista Street in the city Santa Fe in Santa Fe County.

BACKGROUND:

The New Mexico Department of Transportation, through Article X.B. (v) of the Grant Agreement, requires that the City of Santa Fe as the grantee, to agree that the "governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment". Adoption of this Resolution will satisfy this requirement and allow the City to enter into the Grant Agreement. The Grant Agreement will be presented to the Governing Body in an action separate from this Resolution; and this Resolution will not be implicated if the Governing Body does not later approve the grant agreement.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

AUTHORIZING REPRESENTATIVES AND AGENTS FOR AN AGREEMENT WITH NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION, REGARDING APPROPRIATION ID NUMBER H3360, NEW MEXICO DEPARTMENT OF TRANSPORTATION CONTROL NUMBER C5233360, TO ACQUIRE RIGHTS OF WAY FOR AND TO PLAN, DESIGN AND CONSTRUCT BICYCLE AND PEDESTRIAN IMPROVEMENTS ALONG PACHECO STREET BETWEEN WEST SAN MATEO ROAD AND ALTA VISTA STREET.

WHEREAS, in the Laws of 2023, Chapter 199, Section 33, Subsection 94, the New Mexico Legislature made an appropriation to the New Mexico Department of Transportation ("NMDOT"), for funds from which NMDOT is making available to the City of Santa Fe ("Grantee" or "City") through the New Mexico Department of Finance and Administration Appropriation Number H3360, NMDOT Control Number C5233360 ("Agreement"), incorporated as Attachment A, in the amount of three hundred fifty thousand dollars ($350,000), to acquire rights of way and to plan, design, and construct and pedestrian and bicycle improvements along Pacheco Street,

between West San Mateo Road and Alta Vista Street in the city of Santa Fe in Santa Fe County ("Project"); and

WHEREAS, Article X. B. (v) of the Agreement, states that "the Grantee's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment" and adopting this resolution will satisfy this requirement; and

WHEREAS, in a letter dated August 24, 2023, the New Mexico Department of Finance and Administration ("DFA") took the position that it required the City to initiate a fiscal agent relationship in order for the City to utilize State Capital appropriations, and this position was renewed in a letter dated August 20, 2024 for all current Capital outlay appropriations; and

WHEREAS, as a result of the DFA's position articulated in these letters, the City entered into a governmental services agreement, incorporated as Attachment B, with North Central Economic Development District ("NCEDD") for fiscal agent services, in which NCEDD agreed to review and sign Requests for Payment for permissible expenditures, on December 19, 2023; and

WHEREAS, the terms of Amendment No. 1 to the Intergovernmental Service Agreement, Item No. 23-H3360, included as part of Attachment B, includes the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the following provisions shall apply to the Agreement:

A. The person listed below, or their successor, is the Grantee's official representative authorized to sign the Agreement:

Grantee: City of Santa Fe

Name: Alan Webber

Title: Mayor

Address: PO Box 909

Santa Fe, NM 87504-0909

Email: mayor@santafenm.gov

Telephone: (505) 955-6590

B. The person listed below, or their successor, is the Grantee's Fiscal Officer of Fiscal Agent concerning reviewing and signing Requests for Payments for permissible expenditures:

Grantee: City of Santa Fe

Name: Felicity Fonseca

Title: Community Development Director, North Central New Mexico Economic Development District

Address: 644 Don Gaspar Ave.
Santa Fe, Nm 87505

Email: felicityf@ncnmedd.com

Telephone: (505) 356-9098

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/C5233360 Pacheco Street Improvement Designating Authorized Representatives

DocuSign Envelope ID: 15D15C20-5996-4750-B82F-03D9CD1CD811

ATTACHMENT A

Contract Number: _____
Vendor Number: 0000054360
Control Number: C5233360

STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and City of Santa Fe, hereinafter called the "Grantee". This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

WHEREAS, in the Laws of 2023, HB505, Chapter 199, Section 33, Subsection 94, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

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

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

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

DFA Appropriation ID H3360 NMDOT Control Number C5233360 **$350,000**
APPROPRIATION REVERSION DATE: 6/30/2027
Laws of 2023, Chapter 199, Section 33, Subsection 94, Three Hundred Fifty Thousand Dollars and No Cents ($350,000), to acquire rights of way and to plan, design and construct bicycle and pedestrian improvements along Pacheco street between west San Mateo road and Alta Vista street in Santa Fe in Santa Fe county; .

The Grantee's total reimbursements shall not exceed Three Hundred Fifty Thousand Dollars and No Cents $350,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if

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

applicable, Zero Dollars and No Cents ($ 0.00), which equals Three Hundred Fifty Thousand Dollars and No Cents (**$350,000**) (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

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

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

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

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

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
   a. must be approved by the applicable oversight entity (if any) in accordance with law; or
   b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

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

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

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

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

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: City of Santa Fe

Name: David Chapman
Title: Grants Administrator
Address: P.O. Box 909, Santa Fe, New Mexico 87504
Email: dachapman@ci.santa-fe.nm.us
Telephone: 505-955-2012

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

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

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

Department: Department of Transportation District 5 Office
Name: Amanda Nino
Title: Capital Outlay District Coordinator
Address: P.O. Box 4127, Santa Fe, NM 87502
Email: Amanda.Nino@dot.nm.gov
Telephone: 505-660-6357

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2027 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

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

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

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

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

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

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

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

C. **Deadlines**

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

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

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

(iii) Twenty (20) days from the Reversion Date.

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

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Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

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

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

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

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B. The Grantee hereby represents and warrants the following:

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

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

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

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

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

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

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

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

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

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

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the

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subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department”

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

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

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

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

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

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

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the

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requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Alan Webber (Aug 19, 2024 17:02 MDT)

Signature of Official with Authority to Bind Grantee

City of Santa Fe

Entity Name

By: **Alan Webber**

(Type or Print Name)

Its: **Mayor**

(Type or Print Title)

Aug 19, 2024

Date

DEPARTMENT OF TRANSPORTATION

By:

Its: Cabinet Secretary or Designee

Date

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

DocuSigned by:
Sundeyeet kaur
0DBDF749FE734A2...

By: Aaron Frankland or Designee

Its: Deputy General Counsel

04/22/24

Date

IN WITNESS WHEREOF, the parties have executed this Capital Appropriation Project as of the dates set forth below.

CITY OF SANTA FE:

SEE ABOVE

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 08/14/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 14, 2024 09:34 MDT)

SENIOR ASSISTANT CITY ATTORNEY

FINANCE DIRECTOR:

Emily K. Oster

EMILY OSTER

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STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee:

B. Address:

(Complete Mailing, including Suite, if applicable)

City State Zip

C. Phone No:

D. Grant No:

E. Project Title:

F. Grant Expiration Date:

II. Payment Computation

A. Payment Request No.

B. Grant Amount:

C. AIPP Amount *(If Applicable)*:

D. Funds Requested to Date:

E. Amount Requested this Payment:

F. Reversion Amount (*If Applicable*):

G. Grant Ballance:

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year :

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Printed Name

Date:

Grantee Representative

Printed Name

Date:

(State Agency Use Only)

Vendor Code: **Fund No.:** **Loc No.:**

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

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NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____, _____]
FROM: Grantee: [_____]
Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: [_____]
Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]
The Amount of this Notice of Obligation: [_____]
The Total Amount of all Previously Issued Notices of Obligation: [_____]
The Total Amount of all Notices of Obligation to Date: [_____]
Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]
Title: [_____]
Signature: [_____]
Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

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NMDOT ATTACHEMNT A

The City of Santa Fe shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Santa Fe shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN CITY OF SANTA FE AND
NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
FOR FISCAL AGENT SERVICES

WHEREAS, the State of New Mexico appropriated funding for the purposes of improvements in the City of Santa Fe ("City") to the State of New Mexico, Department of Finance and Administration, Local Government Division, in the laws of Laws of 2021, Chapter 138, as detailed below ("Projects");

WHEREAS, NCNMEDD acknowledges that the appropriations for the Projects are intended for City;

WHEREAS, City, a municipality within Santa Fe County and the State of New Mexico, agrees to engage North Central New Mexico Economic Development District ("NCNMEDD") in providing fiscal agency services in relation to the Projects.

NOW, THEREFORE, the parties do mutually agree as follows:

This Agreement is entered into by and between City and NCNMEDD pursuant to the following purposes, conditions, and terms:

A. PURPOSE

The purpose of this Agreement is for NCNMEDD to provide fiscal agent services in connection with the Projects as specifically appropriated under New Mexico Legislative Appropriation Agreements identified as follows:

ApprID	Leg. Session	Appropriation Title	Year	Ch	Sect	Agency		Amount	Project Description
F2900	2021	SANTA FE PARKS UPGRADE	2021	138	29/341	341	Finance & Administration	1,000,000	to plan, design, construct, repair, improve and equip parks in Santa Fe in Santa Fe county;
F2902	2021	SANTA FE TIERRA CONTENTA TRAIL CONSTRUCT	2021	138	29/343	341	Finance & Administration	300,000	to plan, design and construct a trail in the Tierra Contenta subdivision in Santa Fe in Santa Fe county;
F2903	2021	SANTA FE MIDTOWN INFRA DES CONSTRUCT	2021	138	29/344	341	Finance & Administration	1,000,000	to plan, design, construct and improve infrastructure for the midtown Santa Fe property in Santa Fe in Santa Fe county;
F2899	2021	SANTA FE HOMEBOUND MEALS PROGRAM IMPROVE	2021	138	29/340	341	Finance & Administration	250,000	to plan, design, renovate, construct, improve and equip a facility for a meals program serving homebound and special needs individuals in Santa Fe in Santa Fe county;
F2901	2021	SANTA FE SOUTHSIDE TEEN CTR CONSTRUCT	2021	138	29/342	341	Finance & Administration	1,805,000	to plan, design, construct, furnish and equip a teen and resource center on the south side of Santa Fe in Santa Fe county;

Other projects may be included as agreed upon in writing and by amendment between the Parties.

B. SCOPE OF WORK

NCNMEDD's services in support of the above purpose shall be to provide fiscal agency services associated with the Projects, including:

1. NCNMEDD Fiscal Agency Services:

- Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement;
- Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant agreement;
- Act as liaison between City and appropriate New Mexico state agencies as needed;
- Complete all required quarterly and financial reporting with information provided by City;
- Review and sign-off on project invoices to the appropriate State agency in a timely manner; and

- Work with the State on providing direct project reimbursements to City and act as a facilitator for such reimbursements as needed.

2. City Role and Responsibilities
   - City understands it remains ultimately responsible for executing and complying with all applicable laws, regulations, and grant agreement requirements such as flow down provisions, executing procurement responsibilities, and subcontractor management, as well as project, grant, and financial management.

C. TIMEFRAME

Work pursuant to this Agreement shall be effective no sooner than the date of last party signature below, and shall conclude upon notice by either party pursuant to paragraph I, but no later than one month following the reversion date of the appropriations, except as amended and mutually agreed upon in writing.

D. COMPENSATION:

NCNMEDD has agreed to provide the agreed upon services at three percent (3%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from this grant to make such payments.

E. RECORDS AND RECOVERY:

NCNMEDD shall maintain appropriate records of services rendered during the Agreement term and retain them for a period of three (3) years after the grant has been closed.

F. ACCESS TO INFORMATION

City and its contractors and subcontractors shall provide information, as needed, for purposes and work described in this Agreement. NCNMEDD will be included and copied on all invoices and reports, prior to City's submission to the appropriate State agency.

G. OWNERSHIP OF PROJECTS

All documents, capital improvements, and project assets produced pursuant to this Agreement shall be the property of City which shall assume full administrative responsibility for the life of the project; or the State grant agreement required period, whichever comes first.

H. LIMITATION OF LIABILITY

This Agreement shall not create a general liability of the constituent members of NCNMEDD.

City shall hold NCNMEDD harmless with respect to any damages, expenses, or claims arising or in connection with any negligent acts, errors, or omissions performed by City under this Agreement. This term shall not limit NCNMEDD liability with respect to NCNMEDD's negligence or willful misconduct.

I. MODIFICATION AND TERMINATION

Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other.

J. CERTIFICATION

City shall comply with the requirements of all applicable laws, rules, and regulations, and shall assume full responsibility for payment of federal, state, and local taxes and contributions imposed or required under Social Security, Workers Compensation and income tax laws. City is required to follow all State procurement regulations and it is City obligation and responsibility to follow all State requirements as certified in the project bond questionnaire process and as included in associated State grant agreements, including reporting and drawdown requirements, such documents to be filed for each project in conjunction with this agreement.

K. ADEQUATE APPROPRIATIONS

Performance of this agreement is contingent upon sufficient appropriations and authorization being made for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by NCNMEDD to City. NCNMEDD's decision as to whether sufficient appropriations are available shall be accepted by City and shall be final. If NCNMEDD proposes an amendment to the Agreement to unilaterally reduce its Fiscal Agency Services, City shall have the option to terminate the Agreement or agree to negotiate for reduced Fiscal Agency Services: within thirty (30) days of receipt of the proposed amendment.

L. PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 to -199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

M. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing

and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid as follows:

To: City
City Manager John Blair
City of Santa Fe
200 Lincoln
Santa Fe, New Mexico, 87501j

To NCNMEDD:
Monica Abeita Executive Director NCNMEDD
3900 Paseo del Sol
Santa Fe, NM 87507

N. DISPUTE RESOLUTION

The parties to this agreement agree that in the event of a dispute that may arise hereunder, which dispute cannot be reasonably resolve, they will submit to mediation by a neutral mediator, the cost of which will be borne equally by both parties. Disputes that cannot be resolved by mediation shall be subject to the laws of the State of New Mexico under the jurisdiction of the First Judicial District Court.

O. BREACH AND DEFAULT

If either party commits a breach or default in the performance or observance of any of its obligations under this agreement and such breach or default continues and is not corrected within thirty (30) days of written notification of such breach or default by either party to the other, the non-breaching or non-defaulting party shall have the right to terminate this agreement by giving notice to the breaching or defaulting party.

P. ASSIGNMENT

No portion of this agreement may be assigned to another party without the express written consent of the City and NCNMEDD.

APPROVED THIS 19th DAY OF December, 2023, BY CITY.

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT:

BY: Monica Abeita 12/8/23

Monica Abeita, Executive Director Date

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Waiver as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Dec 19, 2023

ATTEST:

Geralyn Cardenas (Dec 19, 2023 14:06 MST)

GERALYN CARDENAS, INTERIM CITY CLERK XIV

GB MTG 12/13/23

CITY ATTORNEY'S OFFICE:

Erin McSherry

Erin McSherry (Dec 8, 2023 13:36 MST)

ERIN MCSHERRY, CITY ATTORNEY

Munis Contract#_____
Original Contract Item#___23-0688____
SWPA/GSA/Coop/RFP/ITB #: _____

CITY OF SANTA FE
AMENDMENT No. 1 TO
Intergovernmental Service Agreement
ITEM#23-0688

This AMENDMENT No 1 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

B. Pursuant to Article I of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the NCNMEDD agree as follows:

1. PURPOSE:

Article A of the Agreement is amended to add an additional twenty-two (22) Capital appropriations as seen on Exhibit A.

2. COMPENSATION:

Article D, of the Agreement is amended in its entirety as follows:

NCNMEDD has agreed to provide the agreed upon services at one percent (1%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from these Capital appropriations to make such payments.

3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Mar 14, 2024 10:01 MDT)

ALAN WEBBER, MAYOR

DATE: Mar 14, 2024

NCNMEDD

Monica Abeita

MONICA ABEITA
EXECUTIVE DIRECTOR

Executive Director
TITLE

DATE: Feb. 20. 2024

ATTEST:

Geralyn Cardenas (Mar 14, 2024 11:32 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 03/13/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 16, 2024 13:08 MST)

SENIOR ASSISTANT CITY ATTORNEY

EXHIBIT A

Approp ID	Leg. Session	Appropriation Title	Approp. Amount	Reversion Date	Agency	Bond Series
22-G2419	2022	Jemez Road Construction	$ 400,000	6/30/2026	NMED	STB23SC
22-G3010	2022	SF Fire Fleet Equip / Upgrade Improv	$ 120,000	6/30/2026	DFA	STB23SC
22-G3012	2022	Harrison Rd Improve Construct	$ 100,000	6/30/2026	DFA	STB23SC
22-G3016	2022	Homebound Meals Program Improve	$ 200,000	6/30/2026	DFA	STB23SC
22-G3017	2022	Midtown Property Infra Improve	$ 1,100,000	6/30/2026	DFA	STB23SC
22-G3018	2022	SWAN Park Phase 2 Construct	$ 380,000	6/30/2026	DFA	STB23SC
22-G3019	2022	Tierra Contenta Trail Improve	$ 300,000	6/30/2026	DFA	STB23SC
22-G3165	2022	Median Beautify Phase 1 Design	$ 1,170,000	6/30/2026	DOT	STB23SC
22-G3169	2022	Governor Miles Rd. Construct	$ 300,000	6/30/2026	DOT	STB23SC
22-G3170	2022	Pacheco Street Improve	$ 150,000	6/30/2026	DOT	STB23SC
G22-5353	2022	Mary Esther Gonzales Senior Ctr- Equip	$ 235,630	6/30/2026	ALTSD	STB22SC- GO Bonds
G22-5354	2022	Pasatiemo Senior Ctr- Equip	$ 65,805	6/30/2026	ALTSD	STB22SC- GO Bonds
23-H3200	2023	Santa Fe Building Upgrade	$ 210,000	6/30/2027	DFA	General Fund
23-H3201	2023	SF Fire Station #2 Construction	$ 3,995,000	6/30/2027	DFA	General Fund
23-H3202	2023	SF Homebound Meals Faculty Ren	$ 200,000	6/30/2027	DFA	General Fund
23-H3203	2023	SF Midtown Infa. Improvement	$ 4,900,000	6/30/2027	DFA	General Fund
23-H3204	2023	SF Muni Rec Sports Cmplx Field Const.	$ 50,000	6/30/2027	DFA	General Fund
23-H3205	2023	SF Pickleball Cmplx Ft. Marcy Constr.	$ 650,000	6/30/2027	DFA	General Fund
23-H3206	2023	SF SWAN Park Phase 2 Improvement	$ 2,400,000	6/30/2027	DFA	General Fund
23-H3207	2023	SF Water History Park Improvement	$ 350,000	6/30/2027	DFA	General Fund
23-H3359	2023	Governor Miles Road Improvement	$ 210,000	6/30/2027	DOT	General Fund
23-H3360	2023	Pacheco Street Improvement	$ 350,000	6/30/2027	DOT	General Fund

INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN CITY OF SANTA FE AND
NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
FOR FISCAL AGENT SERVICES

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WHEREAS, NCNMEDD acknowledges that the appropriations for the Projects are intended for City;

WHEREAS, City, a municipality within Santa Fe County and the State of New Mexico, agrees to engage North Central New Mexico Economic Development District ("NCNMEDD") in providing fiscal agency services in relation to the Projects.

NOW, THEREFORE, the parties do mutually agree as follows:

This Agreement is entered into by and between City and NCNMEDD pursuant to the following purposes, conditions, and terms:

A. PURPOSE

The purpose of this Agreement is for NCNMEDD to provide fiscal agent services in connection with the Projects as specifically appropriated under New Mexico Legislative Appropriation Agreements identified as follows:

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F2901	2021	SANTA FE SOUTHSIDE TEEN CTR CONSTRUCT	2021	138	29/342	341	Finance & Administration	1,805,000	to plan, design, construct, furnish and equip a teen and resource center on the south side of Santa Fe in Santa Fe county;

Other projects may be included as agreed upon in writing and by amendment between the Parties.

B. SCOPE OF WORK

NCNMEDD's services in support of the above purpose shall be to provide fiscal agency services associated with the Projects, including:

1. NCNMEDD Fiscal Agency Services:

   - Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement;
   - Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant agreement;
   - Act as liaison between City and appropriate New Mexico state agencies as needed;
   - Complete all required quarterly and financial reporting with information provided by City;
   - Review and sign-off on project invoices to the appropriate State agency in a timely manner; and

- Work with the State on providing direct project reimbursements to City and act as a facilitator for such reimbursements as needed.

2. City Role and Responsibilities
   - City understands it remains ultimately responsible for executing and complying with all applicable laws, regulations, and grant agreement requirements such as flow down provisions, executing procurement responsibilities, and subcontractor management, as well as project, grant, and financial management.

C. TIMEFRAME

Work pursuant to this Agreement shall be effective no sooner than the date of last party signature below, and shall conclude upon notice by either party pursuant to paragraph I, but no later than one month following the reversion date of the appropriations, except as amended and mutually agreed upon in writing.

D. COMPENSATION:

NCNMEDD has agreed to provide the agreed upon services at three percent (3%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from this grant to make such payments.

E. RECORDS AND RECOVERY:

NCNMEDD shall maintain appropriate records of services rendered during the Agreement term and retain them for a period of three (3) years after the grant has been closed.

F. ACCESS TO INFORMATION

City and its contractors and subcontractors shall provide information, as needed, for purposes and work described in this Agreement. NCNMEDD will be included and copied on all invoices and reports, prior to City's submission to the appropriate State agency.

G. OWNERSHIP OF PROJECTS

All documents, capital improvements, and project assets produced pursuant to this Agreement shall be the property of City which shall assume full administrative responsibility for the life of the project; or the State grant agreement required period, whichever comes first.

H. LIMITATION OF LIABILITY

This Agreement shall not create a general liability of the constituent members of NCNMEDD.

City shall hold NCNMEDD harmless with respect to any damages, expenses, or claims arising or in connection with any negligent acts, errors, or omissions performed by City under this Agreement. This term shall not limit NCNMEDD liability with respect to NCNMEDD's negligence or willful misconduct.

I. MODIFICATION AND TERMINATION

Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other.

J. CERTIFICATION

City shall comply with the requirements of all applicable laws, rules, and regulations, and shall assume full responsibility for payment of federal, state, and local taxes and contributions imposed or required under Social Security, Workers Compensation and income tax laws. City is required to follow all State procurement regulations and it is City obligation and responsibility to follow all State requirements as certified in the project bond questionnaire process and as included in associated State grant agreements, including reporting and drawdown requirements, such documents to be filed for each project in conjunction with this agreement.

K. ADEQUATE APPROPRIATIONS

Performance of this agreement is contingent upon sufficient appropriations and authorization being made for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by NCNMEDD to City. NCNMEDD's decision as to whether sufficient appropriations are available shall be accepted by City and shall be final. If NCNMEDD proposes an amendment to the Agreement to unilaterally reduce its Fiscal Agency Services, City shall have the option to terminate the Agreement or agree to negotiate for reduced Fiscal Agency Services: within thirty (30) days of receipt of the proposed amendment.

L. PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 to -199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

M. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing

and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid as follows:

To: City
City Manager John Blair
City of Santa Fe
200 Lincoln
Santa Fe, New Mexico, 87501j

To NCNMEDD:
Monica Abeita Executive Director NCNMEDD
3900 Paseo del Sol
Santa Fe, NM 87507

N. DISPUTE RESOLUTION

The parties to this agreement agree that in the event of a dispute that may arise hereunder, which dispute cannot be reasonably resolve, they will submit to mediation by a neutral mediator, the cost of which will be borne equally by both parties. Disputes that cannot be resolved by mediation shall be subject to the laws of the State of New Mexico under the jurisdiction of the First Judicial District Court.

O. BREACH AND DEFAULT

If either party commits a breach or default in the performance or observance of any of its obligations under this agreement and such breach or default continues and is not corrected within thirty (30) days of written notification of such breach or default by either party to the other, the non-breaching or non-defaulting party shall have the right to terminate this agreement by giving notice to the breaching or defaulting party.

P. ASSIGNMENT

No portion of this agreement may be assigned to another party without the express written consent of the City and NCNMEDD.

APPROVED THIS 19th DAY OF December, 2023, BY CITY.

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT:

BY: Monica Abeita 12/8/23

Monica Abeita, Executive Director Date

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Waiver as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Dec 19, 2023

ATTEST:

Geralyn Cardenas (Dec 19, 2023 14:06 MST)

GERALYN CARDENAS, INTERIM CITY CLERK XIV

GB MTG 12/13/23

CITY ATTORNEY'S OFFICE:

Erin McSherry

Erin McSherry (Dec 8, 2023 13:36 MST)

ERIN MCSHERRY, CITY ATTORNEY

Emily K. Oster

Finance Director

FIR No. 10651.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Authorized Representatives and Agents for DFA Appropriation ID Number H3360, NMDOT Control Number C5233360

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Public Works Department

Staff Completing FIR: Regina Wheeler, Public Works Director **Date:** 1/26/2025 **Phone:** (505) 690-4197

Reviewed by City Attorney: _____ **Date:** Feb 12, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Feb 14, 2025

Summary:
The Resolution designates authorized representatives and agents for an agreement with New Mexico Department of Finance and Administration, regarding appropriation ID Number H3360, New Mexico Department of Transportation (NMDOT) Control Number C5233360 ("Grant Agreement"). The Grant Agreement makes available three hundred and fifty thousand dollars ($350,000), appropriated by the New Mexico Legislature for a project to acquire rights of way and to plan, design, and construct bicycle and pedestrian improvements along Pacheco Street between West San Mateo Road and Alta Vista Street in the city of Santa Fe in Santa Fe County.

Departments Affected:
Public Works Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not satisfy Article X. B. (v) of the Grant Agreement, which requires the Governing Body to adopt a resolution authorizing a person identified as the official representative of the City to sign the Grant Agreement and authorizing an agent to sign Requests for Payment. Additionally, without the adoption of this Resolution the City would not receive NMDOT's funding in the amount of three hundred and fifty thousand dollars ($350,000).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body will be approving the agreement through a separate action.

Performance and Administrative Implications:
Public Works staff will acquire rights of way and to plan, design, and construct bicycle and pedestrian improvements along Pacheco Street between West San Mateo Road and Alta Vista Street in association with this Grant Agreement. Public Works Department and Finance Department staff will also administer the grant.

Fiscal Implications:

**Even as there is not a fiscal impact for authorizing and naming agents, it is worth pointing out that Amendment No. 1 to the Intergovernmental Agreement states that "NCNMEDD has agreed to provide the agreed upon services at one percent (1%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects". If the City expends the total agreement amount of three hundred thousand dollars ($350,000), then NCNMEDD will receive three thousand five hundred dollars ($3,500) as one percent (1%) of the expense. The Governing Body will approve the agreement through a separate action. The City will pay the 1% from City funds separate from the grant funds and will approve the agreement through a separate action. The City will also budget funds for the fiscal agent fees in a separate action.

Fiscal Impact

__X__ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:
**See "Fiscal Implications" narrative above.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Regina Wheeler
Regina Wheeler (Feb 14, 2025 13:10 MST)

Email: rawheeler@santafenm.gov

Signature: ROMELLA GLORIOSO-MOSS

Email: rsglorioso-moss@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: February 13, 2025

To: Quality of Life Committee and Governing Body

From: Andréa Salazar, City Clerk AS

RE: Party on the Pitch Alcohol Approval

EXECUTIVE SUMMARY:

The 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 31, 2025, 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 23-2.6(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 31, 2025; the time is 10:00 a.m. to 11:00 p.m. on Saturday, May 31, 2025; the alcohol would be beer and hard cider; no more than 100 attendees at a time in the beer garden are expected; a special dispenser permit is required; and liquor liability insurance will be $1,050,000.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Michael Garcia

A RESOLUTION

AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND HARD CIDER DURING THE PARTY ON THE PITCH SOCCER TOURNAMENT ON MAY 31, 2025, PURSUANT TO SECTION 23-6.2(C) SFCC 1987.

WHEREAS, SFCC 1987, Section 23-6.2 governs the consumption of alcohol on 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, and 2024, 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 31, 2025
Hours:	10:00 a.m. to 11:00 p.m. on Saturday, May 31, 2025
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:	Special dispenser 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 _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Party on the Pitch 2025 Alcohol Approval

FIR No. 10656.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** x

Short Title(s): Party on the Pitch Alcohol Approval

Sponsor(s): Councilor Michael Garcia

Reviewing Department(s): City Clerk's Office

Staff Completing FIR: Andréa Salazar **Date:** February 13, 2025 **Phone:** (505) 955-6327

Reviewed by City Attorney: _____ **Date:** Feb 17, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Feb 17, 2025

Summary:
This proposed Resolution authorizes 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 31, 2025. 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 approved, then the Santa Fe Adult Soccer League will not be able to have a beer garden as part of the Party on the Pitch Tournament.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body approved the sale and consumption of beer at the 2022 tournament with Resolution No. 2022-20), the 2023 tournament with Resolution No. 2023-13, and the 2024 tournament with Resolution No. 2024-16.

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 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: ANDREA SALAZAR (Feb 3, 2025 08:47 MST)

Email: asalazar@santafenm.gov

CITY OF SANTA FE
FINANCE

DATE: February 10, 2025

TO: Governing Body, Finance Committee, Public Works and Utilities Committee, and Quality of Life Committee

FROM: Andy Hopkins, Budget Officer AJH
Christina Martinez, Senior Budget Analyst CFM

VIA: Emily K. Oster, Finance Director

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, 2024 (Second Quarter).

BACKGROUND AND SUMMARY:

Attached is a resolution listing increases/decreases to the Fiscal Year 2024-2025 (FY2024/25) operating and capital projects budget. These amendments are included in this resolution because they result in a net increase or decrease to the various funds affected, and thus require approval from the New Mexico Department of Finance/Local Government Division (DFA/LGD) as part of the quarterly budget resolution. The schedule of detail supporting these increases/decreases is presented as Exhibit A of the proposed resolution in four sections:

A. Sub-Section A: Amendments to FY 2024/25 Budget That Have Previously Been Approved by the Governing Body: These budget amendments have been previously approved by the Governing Body and reflect amendments that exceed $60,000 and result in a net increase or decrease to any funds (and do not represent re-appropriations of unspent budget amounts from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to DFA/LGD for its review and approval. Presentation of these amendments in a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each individual budget amendment approved by the Governing Body.

B. Sub-Section B: Amendments to FY 2024/25 Budget Previously Approved by other City Actors pursuant to SFCC 1987, Section 11-4 (A) and (B): These amendments were approved by and executed under the authority of the Finance Director (if the net budgetary change to any fund was under $5,000) or the City Manager (if the net budgetary change was between $5,000 and $60,000), per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over $60,000), which,

per City ordinance, the Finance Director may approve based on the prior year's Governing Body-approved budget authority.

C. Sub-Section C: Joint Operations (Buckman Direct Diversion & Santa Fe Solid Waste Management Agency) – Board-Approved Amendments to FY 2024/25 Budget: As the title of this section states, these amendments reflect net changes to the Buckman Direct Diversion and Santa Fe Solid Waste Management Agency joint operations budgets, approved and entered under the authority of the governing boards of those entities, contingent upon City approval. Like the amendments outlined above, these budgetary changes are included in this resolution for the purpose of presenting all quarterly net budgetary fund changes to DFA/LGD for its approval as required by New Mexico state statute.

D. Sub-Section D: Summary of All Quarterly Amendments to FY 2024/25 Budget by Fund: This section summarizes the net changes to all City funds detailed in the previous three sections (A-C). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of $46,865,114 and a net increase to the overall revenue budget of $21,718,746. The resulting net expenditure increase of $25,146,368 (over and above additional revenue) is supported by current budgeted revenues and/or available fund balances.

Pursuant to SFCC 1987, Section 11-4 (D), the Budget Office summarizes all amendments resulting in net budgetary fund changes in a Resolution on a quarterly basis for Finance Committee consideration and Governing Body approval of the Resolution and subsequently submits said amendments to DFA/LGD for its approval.

ACTION RECOMMENDED:

Finance staff recommend that the Governing Body approve the resolution. Upon approval, the Resolution will be forwarded to DFA/LGD for its approval as is required by New Mexico state statute.

ATTACHMENTS

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

APPROVING BUDGET AMENDMENTS FOR THE BUCKMAN DIRECT DIVERSION BOARD AND SANTA FE SOLID WASTE MANAGEMENT AGENCY AND REQUESTING THAT NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION APPROVE THE CITY OF SANTA FE'S SECOND QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2025.

WHEREAS, SFCC 1987, Section 11-4(D), provides that budget adjustments approved by the City of Santa Fe's ("City's") Finance Director, City Manager, and the Governing Body shall be included by fund in a quarterly budget resolution approved by the Governing Body; and

WHEREAS, NMSA 1978, Section 6-6-2, provides that the Local Government Division of the New Mexico Department of Finance and Administration has the power and duty to authorize local public bodies to transfer funds from one budget item to another when the Secretary of the Department approves and a need exists meriting the transfer and the transfer is not prohibited by law; and

WHEREAS, Articles 3 and 4 of the Project Management and Fiscal Services Agreement

for the Buckman Direct Diversion Project requires that the Buckman Direct Diversion Project Board ("the BDD Board") establish and submit a budget to the City, Santa Fe County, and Las Campanas and to condition the BDD Board's approval of the budget on "appropriation by the City and/or [Santa Fe] County in an appropriate budget or budget amendment"; and

WHEREAS, the Joint Powers Agreement for the Santa Fe Solid Waste Management Agency ("the Waste Management Agency") requires that the Waste Management Agency recommend an annual budget, which "shall not be formally adopted or implemented unless and until it is approved by each of the City and [Santa Fe County]"; and

WHEREAS, the BDD Board and the Waste Management Agency have approved 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 2025 Budget shows a need to address significant priorities through adoption of net budget amendments that the Governing Body, City Manager or Finance Director, Buckman Direct Diversion Board or the Santa Fe Solid Waste Management Agency's Board have authorized.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that it approves the budget amendments for the BDD Board and the Waste Management Agency.

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 _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. MCSHERRY, CITY ATTORNEY

_____

LOCAL GOVERNMENT DIVISION

N.M. DEPARTMENT OF FINANCE

AND ADMINISTRATION

EXHIBIT A

CITY OF SANTA FE

2nd QUARTER FY 2024/25

~ ~ ~

SUB-SECTION [A]

AMENDMENTS TO FY 2024/25 BUDGET THAT HAVE PREVIOUSLY BEEN APPROVED BY THE GOVERNING BODY

CITY OF SANTA FE - SECOND QUARTER FY 2024/2025
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY THE GOVERNING BODY

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	$ 959,939	$ -	$ (959,939)
100	General Fund	Appropriation from available balance to fund the first step of the General Plan Update *[CC apvd. 12/11/24, #9-cc]*	463,482	-	(463,482)
100	General Fund	Reappropriation from unspent prior year budget to fund contracted support for Chapter 14 Land Development Code revisions in Public Works *[CC apvd. 11/13/2024, #9-f]*	175,000	-	(175,000)
100	General Fund	Appropriation from available balance to fund items inadvertently ommitted from the Municipal Court FY25 budget *[CC apvd. 10/9/2024 #9-l]*	108,646	-	(108,646)
100	General Fund	Reallocation to the Office of Equity & Inclusion to cover salary & benefits for the Equity & Inclusion Director *[CC apvd. 10/30/2024, #9-0]*	90,203	90,203	-
212	Economic Development	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	2,154	2,154	-
213	Lodgers' Tax Fund	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	29,066	-	(29,066)
221	Emergency Services	Appropriation of Department of Homeland Security BRIC grant to fund various Emergency Management projects *[CC appvd 12/11/24, #9aa]*	283,975	283,975	
221	Emergency Services	Appropriation of FEMA grant for hazard mitigation plan update and wildfire risk assessment *[CC apvd. 11/13/2024, #9-L]*	163,509	163,509	
221	Emergency Services	Appropriation of Department of Homeland Security BRIC grant for Cerrillos Rd. stormwater infiltration *[CC apvd. 11/13/2024, #9-e]*	33,687	33,687	-
221	Emergency Services	Appropriation of Department of Homeland Security BRIC grant to fund the design of microgrids for community resiliency *[CC appvd 11/13/24, #9-d]*	24,966	24,966	-
221	Emergency Services	Appropriation of FEMA grant for Arroyo de los Pinos bioinfiltration basins *[CC apvd. 11/14/2024, #9-g]*	13,859	13,859	-
221	Emergency Services	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	2,154	-	(2,154)
223	Law Enforcement	Allocation of NM DFA grant to fund the purchase and installation of equipment *[CC apvd. 12/11/2024, #9-f]*	250,000	250,000	
223	Law Enforcement	Appropriation of NM CVRC state gap funding for new DNA ID machine *[CC apvd. 10/09/2024, #9-m]*	229,792	229,792	-
223	Law Enforcement	Allocation of NM DFA grant to fund the hiring of enforcement/support positions *[CC apvd. 12/11/2024, #9-e]*	187,500	187,500	-
223	Law Enforcement	Appropriation of NM DOT grant for Police overtime associated with the ENDWI, Buckle Up/Click It or Ticket and Selective Traffic Enforcement Programs *[CC apvd. 12/11/24, #9-d]*	82,835	82,835	-
231	City Drainage Fund	Appropriation of Department of Homeland Security BRIC grant for Cerrillos Rd. stormwater infiltration *[CC apvd. 11/13/2024, #9-e]*	675,436	506,577	(168,859)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
231	City Drainage Fund	Appropriation of FEMA grant for Arroyo de los Pinos bioinfiltration basins *[CC apvd. 11/14/2024, #9-g]*	350,963	350,963	
231	City Drainage Fund	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	2,153	-	(2,153)
232	Impact Fees Fund	Allocation of roads impact fees to the Agua Fria/Cottonwood Intersection CIP project *[CC apvd. 12/11/24, #9-t]*	489,000	-	(489,000)
232	Impact Fees Fund	Allocation of roads impact fees to the Henry Lynch Road Reconstruction CIP project *[CC apvd. 12/11/24, #9-u]*	112,000	-	(112,000)
232	Impact Fees Fund	Allocation of roads impact fees to the Arroyo de los Chamisos Crossing project [CC apvd. 12/11/2024, #9-o]	43,680	-	(43,680)
232	Impact Fees Fund	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	1,077	-	(1,077)
233	Transportation Grants	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	3,230	-	(3,230)
240	Community Development	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	1,077	-	(1,077)
241	Senior Citizen Grants/Programs	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	46,291	-	(46,291)
241	Senior Citizen Grants/Programs	Adjustments to Senior grant budgets based on final awards from the Federal and State Agencies on Aging *[CC apvd. 08/28/2024 #9-e, 9-f]*	(8,525)	12,243	20,768
251	Library Fund	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	13,995	-	(13,995)
256	Recreation Fund	Transfer of funding for the Temporary Summer Youth Program positions from GCCC to Recreation *[CC apvd. 12/11/24, # 9-bb]*	192,008	192,008	-
256	Recreation Fund	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	19,377	-	(19,377)
315	CIP Resource Conservation	Appropriation of Department of Homeland Security BRIC grant to fund the design of microgrids for community resiliency *[CC appvd 11/13/24, #9-d]*	500,033	500,033	
320	CIP Facilities	Appropriation of NM EMNRD GSA grant award to fund BRAIN platform project *[CC apvd. 12/11/2024, #9-s]*	550,000	550,000	-
330	CIP Streets & Roadways	Appropriation of NM DOT/US DOT-FHWA grant to support the Agua Fria/Cottonwood Roundabout CIP project *[CC apvd. 12/11/24, #9-t]*	489,000	489,000	-
330	CIP Streets & Roadways	Allocation of roads impact fees to the Arroyo de los Chamisos Crossing project *[CC apvd. 12/11/2024, #9-o]*	300,000	300,000	-
330	CIP Streets & Roadways	Appropriation of NM DOT grant and roads impact fees for the Henry Lynch Road Reconstruction CIP project *[CC apvd. 12/11/24, #9-u]*	112,000	112,000	-
330	CIP Streets & Roadways	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	9,689	9,689	-
355	CIP Parks and Trails	Appropriation from NM DFA grant to fund improvements to Ft. Marcy Park *[CC apvd 11/13/2024, #9-k]*	5,000,000	5,000,000	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
355	CIP Parks and Trails	Appropriation from NM DOT grant to fund citywide median improvements projects *[CC apvd. 10/30/24 #9-d]*	1,170,000	1,170,000	-
355	CIP Parks and Trails	Appropriation from NM DFA grant for bridge construction at Shelby St. *[CC appvd.11/13/24, #9-j]*	240,000	240,000	-
365	½% GRT Income Fund	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	18,302	-	(18,302)
500	Waste Water Management	Appropriation from available balance to replace sanitary sewer line in Calle Mejia *[CC apvd.11/13/24, #9-r]*	3,275,029	-	(3,275,029)
500	Waste Water Management	Appropriation from available balance to fund on-call construction services *[CC apvd. 12/11/24 #9-w]*	2,666,930	-	(2,666,930)
500	Waste Water Management	Appropriation from available balance to fund WIP construction services *[CC apvd. 11/13/24, #9-m]*	1,500,000	-	(1,500,000)
500	Waste Water Management	Appropriation from available balance for emergency purchase of generator for WWTP *[CC apvd. 12/11/24, #9-v]*	308,576	-	(308,576)
500	Waste Water Management	Appropriation to fund on-call services for ongoing critical Wastewater system repairs *[CC apvd. 12/11/24, #10-a]*	197,470	-	(197,470)
500	Waste Water Management	Appropriation from available balance for on-call repair and maintenance services *[CC appvd. 11/13/24, #9-h]*	116,000	-	(116,000)
500	Waste Water Management	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	41,986	-	(41,986)
505	Water Management	Allocation of available balance to fund city-wide water utility construction and repair projects *[CC appvd. 11/13/24, #9-o, 9-p, 9-s]*	3,780,870	-	(3,780,870)
505	Water Management	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	67,821	-	(67,821)
510	Environmental Services	Appropriations from available balance for environmental and engineering services for Frank Ortiz Park *[CC apvd. 11/13/2024, #9-n]*	229,134	-	(229,134)
510	Environmental Services	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	58,131	-	(58,131)
511	Utilities Administration	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	31,220	-	(31,220)
515	Railyard Properties	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	3,230	-	(3,230)
520	Santa Fe Convention Center	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	23,684	-	(23,684)
525	Midtown Property	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	1,077	-	(1,077)
530	Municipal Recreation Complex	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	8,612	-	(8,612)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
535	Parking	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	23,683	-	(23,683)
540	Transit Bus System	Appropriation from available balance to fund TripMaster Dispatch Management Software *[CC apvd. 10/30/2024, #9-h]*	381,166	-	(381,166)
540	Transit Bus System	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	65,668	65,668	-
545	Airport	Appropriation of NM DOT grant to fund the Airport Terminal Apron reconstruction project *[CC apvd. 10/30/2024, #9-n]*	6,089,700	6,089,700	-
545	Airport	Adjustment to re-budget remaining portion of prior year ARPA grant to fund purchase of machinery and various Airport CIP projects *[CC apvd. 8/30/23, #9-g]*	634,532	-	(634,532)
545	Airport	Appropriation from available balance to fund architectural services for the Airport Master Plan project *[CC apvd. 10/30/2024, #9-p]*	402,613	-	(402,613)
545	Airport	Appropriation from available balance to fund grooving of the Airport runway *[CC apvd. 10/9/2024, #10-a]*	250,000	-	(250,000)
545	Airport	Appropriation of NM DOT grant to fund Airport marketing projects *[CC apvd. 10/9/24, #9-i]*	79,000	71,100	(7,900)
545	Airport	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	26,913	-	(26,913)
550	Genoveva Chavez Community Ctr	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	35,526	35,526	-
600	Risk Management	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	3,230	-	(3,230)
605	Santa Fe Health/Dental Fund	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	3,230	-	(3,230)
620	Services to Other Departments	Appropriations from FY24 GRT earned in excess of budgeted estimates to support retention incentives of $1,000 per City employee *[CC apvd. 12/11/24, #9-dd]*	47,368	47,368	-
TOTAL - Budget Amendments Previously Approved by the Governing Body			***$ 33,783,952***	***$ 17,104,355***	***$ (16,679,597)***

CITY OF SANTA FE

2nd QUARTER FY 2024/25

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SUB-SECTION [B]

AMENDMENTS TO FY 2024/25 BUDGET PREVIOUSLY APPROVED BY OTHER CITY ACTORS PURSUANT TO SFCC 1987, SECTION 11-4 (A) AND (B)

CITY OF SANTA FE - SECOND QUARTER FY 2024/2025
SUB-SECTION [B]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY OTHER CITY ACTORS

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
223	Law Enforcement	Appropriation of additional NM Children, Youth & Family grant funding for the Juvenile Justice program	$ 949,026	$ 949,026	$ -
240	Community Development	Adjustment to re-budget remaining portion of prior year US Treasury ARPA grant & US HUD CDBG grants for direct support to non-profits	300,036	300,036	-
240	Community Development	Adjustment to re-budget remaining portion of prior year US Treasury ARPA grant for assistanance to vulnerable populations	145,271	145,271	-
240	Community Development	Re-appropriation of unspent prior year budget from the Affordable Housing Trust Fund for various ongoing housing support contracts	105,027	105,027	-
240	Community Development	Adjustment to re-budget remaining portion of prior year US Treasury ARPA grant for COVID-safe facilities retrofit projects	16,031	16,031	-
315	CIP Resource Conservation	Re-appropriation of unspent prior year budget for the ongoing citywide solarization project	555	555	-
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for ongoing citywide streets CIP projects	209,858	-	(209,858)
355	CIP Parks and Trails	Re-appropriation of unspent prior year budget for various Streets, Parks, and Trails CIP projects	9,192,133	2,822,845	(6,369,288)
505	Water Management	Appropriation from available balance to cover remaining renovations to PUD building	60,000	-	(60,000)
505	Water Management	Appropriation from available balance to fund upgrade of an existing truck to a dump truck	50,000	-	(50,000)
505	Water Management	Appropriation from available balance to fund improvements to watershed access roads	21,763	-	(21,763)
505	Water Management	Appropriation from available balance to fund Public Utilities employee tuition, training, and travel	-	-	-
515	Railyard Properties	Re-appropriation of unspent prior year budget for ongoing facilities improvement/renovation CIP projects	158,734	-	(158,734)
520	Santa Fe Convention Center	Re-appropriation of unspent prior year budget in the Convention Center Capital Improvement Fund for ongoing projects	1,192,528	-	(1,192,528)
525	Midtown Property	Re-appropriation of unspent prior year budget for ongoing facilities improvement/renovation CIP projects	75,700	-	(75,700)
525	Midtown Property	Adjustment to re-budget DFA grants for the Midtown Redevelopment Project	60,000	60,000	-
540	Transit Bus System	Budget correction to Transit for professional contracts administration for the remainder of the FY	45,000	-	(45,000)
620	Services to Other Departments	Adjustment of ITT internal service charges to Planning & Land Use for new hardware	14,600	14,600	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Water Division for hardware purchases	1,000	1,000	-
TOTAL - Budget Amendments Previously Approved by Other City Actors			***$ 12,597,262***	***$ 4,414,391***	***$ (8,182,871)***

CITY OF SANTA FE

2nd QUARTER FY 2024/25

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SUB-SECTION [C]

JOINT OPERATIONS (BUCKMAN DIRECT DIVERSION & SF SOLID WASTE MANAGEMENT AGENCY) – BOARD-APPROVED AMENDMENTS TO FY 2024/25 BUDGET

CITY OF SANTA FE - SECOND QUARTER FY 2024/2025
SUB-SECTION [C]: JOINT OPERATIONS - BOARD-APPROVED BUDGET AMENDMENTS

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
800	Buckman Direct Diversion	Appropriation from the BDD Repair & Replacement/Settlement Fund for ongoing post-litigation legal services	$ 200,000	$ 200,000	$ -
801	BDD Repair & Replacement Fund	Appropriation from the BDD Repair & Replacement/Settlement Fund for ongoing post-litigation legal services	200,000	-	(200,000)
810	SF Solid Waste Mgmt Agency	Appropriation from available balance for a contracted service and rate design study	83,900	-	(83,900)
TOTAL - Joint Operations - Board Approved Budget Amendments			***$ 483,900***	***$ 200,000***	***$ (283,900)***

CITY OF SANTA FE

2nd QUARTER FY 2024/25

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SUB-SECTION [D]

SUMMARY OF ALL QUARTERLY AMENDMENTS TO FY 2024/25 BUDGET BY FUND

CITY OF SANTA FE - SECOND QUARTER FY 2024/2025
SUB-SECTION [D]: TOTAL QUARTERLY AMENDMENTS BY FUND

Fund	*Fund Title*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	$ 1,797,270	$ 90,203	$ (1,707,067)
212	Economic Development	2,154	2,154	-
213	Lodgers' Tax Fund	29,066	-	(29,066)
221	Emergency Services	522,150	519,996	(2,154)
223	Law Enforcement	1,699,153	1,699,153	-
231	City Drainage Fund	1,028,552	857,540	(171,012)
232	Impact Fees Fund	645,757	-	(645,757)
233	Transportation Grants	3,230	-	(3,230)
240	Community Development	567,442	566,365	(1,077)
241	Senior Citizen Grants/Programs	37,766	12,243	(25,523)
251	Library Fund	13,995	-	(13,995)
256	Recreation Fund	211,385	192,008	(19,377)
315	CIP Resource Conservation	500,588	500,588	-
320	CIP Facilities	550,000	550,000	-
330	CIP Streets & Roadways	1,120,547	910,689	(209,858)
355	CIP Parks and Trails	15,602,133	9,232,845	(6,369,288)
365	½% GRT Income Fund	18,302	-	(18,302)
500	Waste Water Management	8,105,991	-	(8,105,991)
505	Water Management	3,980,454	-	(3,980,454)
510	Environmental Services	287,265	-	(287,265)
511	Utilities Administration	31,220	-	(31,220)
515	Railyard Properties	161,964	-	(161,964)
520	Santa Fe Convention Center	1,216,212	-	(1,216,212)
525	Midtown Property	136,777	60,000	(76,777)
530	Municipal Recreation Complex	8,612	-	(8,612)
535	Parking	23,683	-	(23,683)
540	Transit Bus System	491,834	65,668	(426,166)
545	Airport	7,482,758	6,160,800	(1,321,958)
550	Genoveva Chavez Community Ctr	35,526	35,526	-
600	Risk Management	3,230	-	(3,230)
605	Santa Fe Health/Dental Fund	3,230	-	(3,230)
620	Services to Other Departments	62,968	62,968	-
800	Buckman Direct Diversion	200,000	200,000	-
801	BDD Repair & Replacement Fund	200,000	-	(200,000)
810	SF Solid Waste Mgmt Agency	83,900	-	(83,900)
QUARTERLY TOTAL - ALL FUNDS		***$ 46,865,114***	***$ 21,718,746***	***$ (25,146,368)***

FIR No. 10655.1

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Second Quarter Budget Amendments, Fiscal Year 2024/2025

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Finance Department

Staff Completing FIR: Andy Hopkins Date: 2/10/2025 Phone: (505) 955-6177

Reviewed by City Attorney: _____ Date: Feb 17, 2025

Reviewed by Finance Director: Emily K. Oster Date: Feb 17, 2025

Summary:
The purpose of the Resolution is to approve Buckman Direct Diversion and Santa Fe Solid Waste Management Agency budget adjustments and request the Department of Finance Authority to approve Second Quarter FY 2025 budget amendments in the form of increases and decreases to various funds, which include adjustments for department priorities, grant adjustments, prior year encumbrances, and increases supported by available revenue.

Departments Affected:
Various.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City's budget will not sufficiently reflect the City's actual revenues and expenditures. Adjustments would not be submitted to the New Mexico Department of Finance Administration's approval, as is required by New Mexico State law, NMSA 1978, Section 6-6-2(H).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
None. Staff have already performed the necessary actions to comport with the purpose of the proposed budget amendments.

Fiscal Implications:
See Resolution, Exhibit A –City of Santa Fe 2nd Quarter FY 2024-25 Budget Amendments.

Fiscal Impact
_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 25	FYE 26	FYE 27	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$ †	$ 0	$ 0	N	NR	†	
Capital Outlay	$ †	$ 0	$ 0	N	NR	†	
Contractual/ Professional Services	$ †	$ 0	$ 0			†	
Operating	$ †	$ 0	$ 0			†	
Total:	$ †	$ 0	$ 0			†	$ †

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 25	FYE 26	FYE 27	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$ †	$ 0	$ 0	NR	†
Special Revenue	$ †	$ 0	$ 0	NR	†
CIP	$ †	$ 0	$ 0	NR	†
Enterprise	$ †	$ 0	$ 0	NR	†
Internal Service	$ †	$ 0	$ 0	NR	†
Trust & Agency	$ †	$ 0	$ 0	NR	†
Federal	$ †	$ 0	$ 0	NR	†
Other	$ †	$ 0	$ 0	NR	†
Total	$ †	$ 0	$ 0		

Revenue Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† ***See Exhibit A – Resolution Detail by Fund***

Signature: Andy Hopkins

Email: ajhopkins@santafenm.gov

Signature:

Email: cfmartinez@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: February 10, 2025

To: Governing Body, Public Works and Utilities Committee, Finance Committee

From: Romella Glorioso-Moss, Complete Streets Capital Projects Manager RGM

Via: Regina Wheeler, Public Works Department Director RW

RE: C5233359 Governor Miles Road Improvement Authorized Representatives and Agents

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EXECUTIVE SUMMARY:

The Resolution designates authorized representatives and agents for an agreement with New Mexico Department of Finance and Administration (DFA), regarding appropriation ID Number H3359 and New Mexico Department of Transportation (NMDOT) Control Number C5233359 ("Grant Agreement"). The Grant Agreement makes available two hundred ten thousand dollars ($210,000), appropriated by the New Mexico State Legislature for a project to acquire rights of way and to plan, design, construct, and improve Governor Miles Road from Richards Avenue to Nizhoni Drive.

BACKGROUND:

The New Mexico Department of Transportation, through Article X.B. (v) of the Grant Agreement, requires that the City of Santa Fe as the grantee, to agree that the "governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment". Adoption of this Resolution will satisfy this requirement and allow the City to enter into the Grant Agreement. The Grant Agreement will be presented to the Governing Body in an action separate from this Resolution; and this Resolution will not be implicated if the Governing Body does not later approve the grant agreement.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

AUTHORIZING REPRESENTATIVES AND AGENTS FOR AN AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION, REGARDING APPROPRIATION ID NUMBER H3359, NEW MEXICO DEPARTMENT OF TRANSPORTATION CONTROL NUMBER C5233359, TO ACQUIRE RIGHTS OF WAY AND TO PLAN, DESIGN, CONSTRUCT, AND IMPROVE GOVERNOR MILES ROAD FROM RICHARDS AVENUE TO NIZHONI DRIVE.

WHEREAS, in the Laws of 2023, Chapter 199, Section 33, Subsection 93, the New Mexico Legislature made an appropriation to the New Mexico Department of Transportation ("NMDOT"), for funds from which NMDOT is making available to the City of Santa Fe ("Grantee" OR "City") through the New Mexico Department of Finance and Administration Appropriation Number H3359, NMDOT Control Number C5233359 ("Agreement"), incorporated as Attachment A, in the amount of two hundred ten thousand dollars ($210,000), to acquire rights of way and to plan, design, construct, and improve Governor Miles Road from Richards Avenue to Nizhoni Drive

in the city of Santa Fe in Santa Fe County (the "Project"); and

WHEREAS, Article X. B. (v) of the Agreement, states that "the Grantee's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment", and adopting this resolution will satisfy this requirement; and

WHEREAS, in a letter dated August 24, 2023, the New Mexico Department of Finance and Administration ("DFA") took the position that it required the City to initiate a fiscal agent relationship in order for the City to utilize its current State Capital appropriations, and DFA renewed this position in a letter dated August 20, 2024, for all current Capital outlay appropriations; and

WHEREAS, as a result of the DFA's position, the City entered into a governmental services agreement, incorporated as Attachment B, with North Central Economic Development District ("NCEDD") for fiscal agent services, in which NCEDD agreed to review and sign Requests for Payment for permissible expenditures, on December 19, 2023; and

WHEREAS, Amendment No. 1 to the Intergovernmental Service Agreement, Item No. 23-H3359, included as part of Attachment B, includes the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the following provisions shall apply to the Agreement:

A. The person listed below, or their successor, is the Grantee's official representative authorized to sign the Agreement:

Grantee: City of Santa Fe

Name: Alan Webber

Title: Mayor

Address: PO Box 909

Santa Fe, NM 87504-0909

Email: mayor@santafenm.gov

Telephone: (505) 955-6590

B. The person listed below, or their successor, is the Grantee's Fiscal Officer of Fiscal Agent concerning reviewing and signing Requests for Payments for permissible expenditures:

Grantee: City of Santa Fe

Name: Felicity Fonseca

Title: Community Development Director, North Central New Mexico Economic Development District

Address: 644 Don Gaspar Ave.
Santa Fe, Nm 87505

Email: felicityf@ncnmedd.com

Telephone: (505) 356-9098

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

DocuSign Envelope ID: CF79DCAF-EEA8-4A2D-98E2-5C457360FACE

Attachment A

Contract Number: _____
Vendor Number: 0000054360
Control Number: C5233359

STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and City of Santa Fe, hereinafter called the "Grantee". This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

WHEREAS, in the Laws of 2023, HB505, Chapter 199, Section 33, Subsection 93, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID H3359 NMDOT Control Number C5233359 **$210,000**
APPROPRIATION REVERSION DATE: 6/30/2027
Laws of 2023, Chapter 199, Section 33, Subsection 93, Two Hundred Ten Thousand Dollars and No Cents ($210,000), to acquire rights of way and to plan, design, construct and improve Governor Miles road from Richards avenue to Nizhoni drive in Santa Fe in Santa Fe county; .

The Grantee's total reimbursements shall not exceed Two Hundred Ten Thousand Dollars and No Cents $210,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

applicable, Zero Dollars and No Cents ($ 0.00), which equals Two Hundred Ten Thousand Dollars and No Cents (**$210,000**) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
   a. must be approved by the applicable oversight entity (if any) in accordance with law; or
   b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe

Name: David Chapman
Title: Grants Administrator
Address: P.O. Box 909, Santa Fe, New Mexico 87504
Email: dachapman@ci.santa-fe.nm.us
Telephone: 505-955-2012

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation District 5 Office
Name: Amanda Nino
Title: Capital Outlay District Coordinator
Address: P.O. Box 4127, Santa Fe, NM 87502
Email: Amanda.Nino@dot.nm.gov
Telephone: 505-660-6357

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2027 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date

particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii) Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was ~~a~~pproved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) Twenty (20) days from date of Early Termination; or

(iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in

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Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the

subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the

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requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Signature of Official with Authority to Bind Grantee

_____
Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

_____
Date

DEPARTMENT OF TRANSPORTATION

_____
By:

Its: Cabinet Secretary or Designee

_____
Date

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

DocuSigned by:
Sundeepet kaur
CBDDF719FE734A2...
By: Aaron Frankland or Designee

Its: Deputy General Counsel

04/22/24
Date

IN WITNESS WHEREOF, the parties have executed this Capital Appropriation Project as of the dates set forth below.

CITY OF SANTA FE:

SEE ABOVE

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jun 14, 2024 09:16 MDT)

_____

SENIOR ASSISTANT CITY ATTORNEY

FINANCE DIRECTOR:

_____

EMILY OSTER

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STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee:

B. Address:

(Complete Mailing, including Suite, if applicable)

City State Zip

C. Phone No:

D. Grant No:

E. Project Title:

F. Grant Expiration Date:

II. Payment Computation

A. Payment Request No.

B. Grant Amount:

C. AIPP Amount *(If Applicable)*:

D. Funds Requested to Date:

E. Amount Requested this Payment:

F. Reversion Amount (If *Applicable*):

G. Grant Balance:

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year :

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Printed Name

Date:

Grantee Representative

Printed Name

Date:

(State Agency Use Only)

Vendor Code: **Fund No.:** **Loc No.:**

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

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NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____,_____]
FROM: Grantee: [_____]
Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: [_____]
Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]
The Amount of this Notice of Obligation: [_____]
The Total Amount of all Previously Issued Notices of Obligation: [_____]
The Total Amount of all Notices of Obligation to Date: [_____]
Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]
Title: [_____]
Signature: [_____]
Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

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NMDOT ATTACHEMNT A

The City of Santa Fe shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Santa Fe shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

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1.

INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN CITY OF SANTA FE AND
NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
FOR FISCAL AGENT SERVICES

WHEREAS, the State of New Mexico appropriated funding for the purposes of improvements in the City of Santa Fe ("City") to the State of New Mexico, Department of Finance and Administration, Local Government Division, in the laws of Laws of 2021, Chapter 138, as detailed below ("Projects");

WHEREAS, NCNMEDD acknowledges that the appropriations for the Projects are intended for City;

WHEREAS, City, a municipality within Santa Fe County and the State of New Mexico, agrees to engage North Central New Mexico Economic Development District ("NCNMEDD") in providing fiscal agency services in relation to the Projects.

NOW, THEREFORE, the parties do mutually agree as follows:

This Agreement is entered into by and between City and NCNMEDD pursuant to the following purposes, conditions, and terms:

A. PURPOSE

The purpose of this Agreement is for NCNMEDD to provide fiscal agent services in connection with the Projects as specifically appropriated under New Mexico Legislative Appropriation Agreements identified as follows:

ApprID	Leg. Session	Appropriation Title	Year	Ch	Sect	Agency		Amount	Project Description
F2900	2021	SANTA FE PARKS UPGRADE	2021	138	29/341	341	Finance & Administration	1,000,000	to plan, design, construct, repair, improve and equip parks in Santa Fe in Santa Fe county;
F2902	2021	SANTA FE TIERRA CONTENTA TRAIL CONSTRUCT	2021	138	29/343	341	Finance & Administration	300,000	to plan, design and construct a trail in the Tierra Contenta subdivision in Santa Fe in Santa Fe county;
F2903	2021	SANTA FE MIDTOWN INFRA DES CONSTRUCT	2021	138	29/344	341	Finance & Administration	1,000,000	to plan, design, construct and improve infrastructure for the midtown Santa Fe property in Santa Fe in Santa Fe county;
F2899	2021	SANTA FE HOMEBOUND MEALS PROGRAM IMPROVE	2021	138	29/340	341	Finance & Administration	250,000	to plan, design, renovate, construct, improve and equip a facility for a meals program serving homebound and special needs individuals in Santa Fe in Santa Fe county;
F2901	2021	SANTA FE SOUTHSIDE TEEN CTR CONSTRUCT	2021	138	29/342	341	Finance & Administration	1,805,000	to plan, design, construct, furnish and equip a teen and resource center on the south side of Santa Fe in Santa Fe county;

Other projects may be included as agreed upon in writing and by amendment between the Parties.

B. SCOPE OF WORK

NCNMEDD's services in support of the above purpose shall be to provide fiscal agency services associated with the Projects, including:

1. NCNMEDD Fiscal Agency Services:

   - Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement;
   - Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant agreement;
   - Act as liaison between City and appropriate New Mexico state agencies as needed;
   - Complete all required quarterly and financial reporting with information provided by City;
   - Review and sign-off on project invoices to the appropriate State agency in a timely manner; and

- Work with the State on providing direct project reimbursements to City and act as a facilitator for such reimbursements as needed.

2. City Role and Responsibilities
   - City understands it remains ultimately responsible for executing and complying with all applicable laws, regulations, and grant agreement requirements such as flow down provisions, executing procurement responsibilities, and subcontractor management, as well as project, grant, and financial management.

C. TIMEFRAME

Work pursuant to this Agreement shall be effective no sooner than the date of last party signature below, and shall conclude upon notice by either party pursuant to paragraph I, but no later than one month following the reversion date of the appropriations, except as amended and mutually agreed upon in writing.

D. COMPENSATION:

NCNMEDD has agreed to provide the agreed upon services at three percent (3%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from this grant to make such payments.

E. RECORDS AND RECOVERY:

NCNMEDD shall maintain appropriate records of services rendered during the Agreement term and retain them for a period of three (3) years after the grant has been closed.

F. ACCESS TO INFORMATION

City and its contractors and subcontractors shall provide information, as needed, for purposes and work described in this Agreement. NCNMEDD will be included and copied on all invoices and reports, prior to City's submission to the appropriate State agency.

G. OWNERSHIP OF PROJECTS

All documents, capital improvements, and project assets produced pursuant to this Agreement shall be the property of City which shall assume full administrative responsibility for the life of the project; or the State grant agreement required period, whichever comes first.

H. LIMITATION OF LIABILITY

This Agreement shall not create a general liability of the constituent members of NCNMEDD.

City shall hold NCNMEDD harmless with respect to any damages, expenses, or claims arising or in connection with any negligent acts, errors, or omissions performed by City under this Agreement. This term shall not limit NCNMEDD liability with respect to NCNMEDD's negligence or willful misconduct.

I. MODIFICATION AND TERMINATION

Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other.

J. CERTIFICATION

City shall comply with the requirements of all applicable laws, rules, and regulations, and shall assume full responsibility for payment of federal, state, and local taxes and contributions imposed or required under Social Security, Workers Compensation and income tax laws. City is required to follow all State procurement regulations and it is City obligation and responsibility to follow all State requirements as certified in the project bond questionnaire process and as included in associated State grant agreements, including reporting and drawdown requirements, such documents to be filed for each project in conjunction with this agreement.

K. ADEQUATE APPROPRIATIONS

Performance of this agreement is contingent upon sufficient appropriations and authorization being made for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by NCNMEDD to City. NCNMEDD's decision as to whether sufficient appropriations are available shall be accepted by City and shall be final. If NCNMEDD proposes an amendment to the Agreement to unilaterally reduce its Fiscal Agency Services, City shall have the option to terminate the Agreement or agree to negotiate for reduced Fiscal Agency Services: within thirty (30) days of receipt of the proposed amendment.

L. PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 to -199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

M. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing

and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid as follows:

To: City
City Manager John Blair
City of Santa Fe
200 Lincoln
Santa Fe, New Mexico, 87501j

To NCNMEDD:
Monica Abeita Executive Director NCNMEDD
3900 Paseo del Sol
Santa Fe, NM 87507

N. DISPUTE RESOLUTION

The parties to this agreement agree that in the event of a dispute that may arise hereunder, which dispute cannot be reasonably resolve, they will submit to mediation by a neutral mediator, the cost of which will be borne equally by both parties. Disputes that cannot be resolved by mediation shall be subject to the laws of the State of New Mexico under the jurisdiction of the First Judicial District Court.

O. BREACH AND DEFAULT

If either party commits a breach or default in the performance or observance of any of its obligations under this agreement and such breach or default continues and is not corrected within thirty (30) days of written notification of such breach or default by either party to the other, the non-breaching or non-defaulting party shall have the right to terminate this agreement by giving notice to the breaching or defaulting party.

P. ASSIGNMENT

No portion of this agreement may be assigned to another party without the express written consent of the City and NCNMEDD.

APPROVED THIS 19th DAY OF December, 2023, BY CITY.

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT:

BY: Monica Abeita 12/8/23

Monica Abeita, Executive Director Date

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Waiver as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Dec 19, 2023

ATTEST:

Geralyn Cardenas (Dec 19, 2023 14:06 MST)

GERALYN CARDENAS, INTERIM CITY CLERK XIV

GB MTG 12/13/23

CITY ATTORNEY'S OFFICE:

Erin McSherry

Erin McSherry (Dec 8, 2023 13:36 MST)

ERIN MCSHERRY, CITY ATTORNEY

Munis Contract#_____
Original Contract Item#___23-0688____
SWPA/GSA/Coop/RFP/ITB #: _____

CITY OF SANTA FE
AMENDMENT No. 1 TO
Intergovernmental Service Agreement
ITEM#23-0688

This AMENDMENT No 1 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

B. Pursuant to Article I of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the NCNMEDD agree as follows:

1. PURPOSE:

Article A of the Agreement is amended to add an additional twenty-two (22) Capital appropriations as seen on Exhibit A.

2. COMPENSATION:

Article D, of the Agreement is amended in its entirety as follows:

NCNMEDD has agreed to provide the agreed upon services at one percent (1%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from these Capital appropriations to make such payments.

3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Mar 14, 2024 10:01 MDT)

ALAN WEBBER, MAYOR

DATE: Mar 14, 2024

NCNMEDD

Monica Abeita

MONICA ABEITA
EXECUTIVE DIRECTOR

Executive Director
TITLE

DATE: Feb. 20. 2024

ATTEST:

Geralyn Cardenas (Mar 14, 2024 11:32 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 03/13/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 16, 2024 13:08 MST)

SENIOR ASSISTANT CITY ATTORNEY

EXHIBIT A

Approp ID	Leg. Session	Appropriation Title	Approp. Amount	Reversion Date	Agency	Bond Series
22-G2419	2022	Jemez Road Construction	$ 400,000	6/30/2026	NMED	STB23SC
22-G3010	2022	SF Fire Fleet Equip / Upgrade Improv	$ 120,000	6/30/2026	DFA	STB23SC
22-G3012	2022	Harrison Rd Improve Construct	$ 100,000	6/30/2026	DFA	STB23SC
22-G3016	2022	Homebound Meals Program Improve	$ 200,000	6/30/2026	DFA	STB23SC
22-G3017	2022	Midtown Property Infra Improve	$ 1,100,000	6/30/2026	DFA	STB23SC
22-G3018	2022	SWAN Park Phase 2 Construct	$ 380,000	6/30/2026	DFA	STB23SC
22-G3019	2022	Tierra Contenta Trail Improve	$ 300,000	6/30/2026	DFA	STB23SC
22-G3165	2022	Median Beautify Phase 1 Design	$ 1,170,000	6/30/2026	DOT	STB23SC
22-G3169	2022	Governor Miles Rd. Construct	$ 300,000	6/30/2026	DOT	STB23SC
22-G3170	2022	Pacheco Street Improve	$ 150,000	6/30/2026	DOT	STB23SC
G22-5353	2022	Mary Esther Gonzales Senior Ctr- Equip	$ 235,630	6/30/2026	ALTSD	STB22SC- GO Bonds
G22-5354	2022	Pasatiemo Senior Ctr- Equip	$ 65,805	6/30/2026	ALTSD	STB22SC- GO Bonds
23-H3200	2023	Santa Fe Building Upgrade	$ 210,000	6/30/2027	DFA	General Fund
23-H3201	2023	SF Fire Station #2 Construction	$ 3,995,000	6/30/2027	DFA	General Fund
23-H3202	2023	SF Homebound Meals Faculty Ren	$ 200,000	6/30/2027	DFA	General Fund
23-H3203	2023	SF Midtown Infa. Improvement	$ 4,900,000	6/30/2027	DFA	General Fund
23-H3204	2023	SF Muni Rec Sports Cmplx Field Const.	$ 50,000	6/30/2027	DFA	General Fund
23-H3205	2023	SF Pickleball Cmplx Ft. Marcy Constr.	$ 650,000	6/30/2027	DFA	General Fund
23-H3206	2023	SF SWAN Park Phase 2 Improvement	$ 2,400,000	6/30/2027	DFA	General Fund
23-H3207	2023	SF Water History Park Improvement	$ 350,000	6/30/2027	DFA	General Fund
23-H3359	2023	Governor Miles Road Improvement	$ 210,000	6/30/2027	DOT	General Fund
23-H3360	2023	Pacheco Street Improvement	$ 350,000	6/30/2027	DOT	General Fund

INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN CITY OF SANTA FE AND
NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
FOR FISCAL AGENT SERVICES

WHEREAS, the State of New Mexico appropriated funding for the purposes of improvements in the City of Santa Fe ("City") to the State of New Mexico, Department of Finance and Administration, Local Government Division, in the laws of Laws of 2021, Chapter 138, as detailed below ("Projects");

WHEREAS, NCNMEDD acknowledges that the appropriations for the Projects are intended for City;

WHEREAS, City, a municipality within Santa Fe County and the State of New Mexico, agrees to engage North Central New Mexico Economic Development District ("NCNMEDD") in providing fiscal agency services in relation to the Projects.

NOW, THEREFORE, the parties do mutually agree as follows:

This Agreement is entered into by and between City and NCNMEDD pursuant to the following purposes, conditions, and terms:

A. PURPOSE

The purpose of this Agreement is for NCNMEDD to provide fiscal agent services in connection with the Projects as specifically appropriated under New Mexico Legislative Appropriation Agreements identified as follows:

ApprID	Leg. Session	Appropriation Title	Year	Ch	Sect	Agency		Amount	Project Description
F2900	2021	SANTA FE PARKS UPGRADE	2021	138	29/341	341	Finance & Administration	1,000,000	to plan, design, construct, repair, improve and equip parks in Santa Fe in Santa Fe county;
F2902	2021	SANTA FE TIERRA CONTENTA TRAIL CONSTRUCT	2021	138	29/343	341	Finance & Administration	300,000	to plan, design and construct a trail in the Tierra Contenta subdivision in Santa Fe in Santa Fe county;
F2903	2021	SANTA FE MIDTOWN INFRA DES CONSTRUCT	2021	138	29/344	341	Finance & Administration	1,000,000	to plan, design, construct and improve infrastructure for the midtown Santa Fe property in Santa Fe in Santa Fe county;
F2899	2021	SANTA FE HOMEBOUND MEALS PROGRAM IMPROVE	2021	138	29/340	341	Finance & Administration	250,000	to plan, design, renovate, construct, improve and equip a facility for a meals program serving homebound and special needs individuals in Santa Fe in Santa Fe county;
F2901	2021	SANTA FE SOUTHSIDE TEEN CTR CONSTRUCT	2021	138	29/342	341	Finance & Administration	1,805,000	to plan, design, construct, furnish and equip a teen and resource center on the south side of Santa Fe in Santa Fe county;

Other projects may be included as agreed upon in writing and by amendment between the Parties.

B. SCOPE OF WORK

NCNMEDD's services in support of the above purpose shall be to provide fiscal agency services associated with the Projects, including:

1. NCNMEDD Fiscal Agency Services:

- Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement;
- Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant agreement;
- Act as liaison between City and appropriate New Mexico state agencies as needed;
- Complete all required quarterly and financial reporting with information provided by City;
- Review and sign-off on project invoices to the appropriate State agency in a timely manner; and

- Work with the State on providing direct project reimbursements to City and act as a facilitator for such reimbursements as needed.

2. City Role and Responsibilities
   - City understands it remains ultimately responsible for executing and complying with all applicable laws, regulations, and grant agreement requirements such as flow down provisions, executing procurement responsibilities, and subcontractor management, as well as project, grant, and financial management.

C. TIMEFRAME

Work pursuant to this Agreement shall be effective no sooner than the date of last party signature below, and shall conclude upon notice by either party pursuant to paragraph I, but no later than one month following the reversion date of the appropriations, except as amended and mutually agreed upon in writing.

D. COMPENSATION:

NCNMEDD has agreed to provide the agreed upon services at three percent (3%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from this grant to make such payments.

E. RECORDS AND RECOVERY:

NCNMEDD shall maintain appropriate records of services rendered during the Agreement term and retain them for a period of three (3) years after the grant has been closed.

F. ACCESS TO INFORMATION

City and its contractors and subcontractors shall provide information, as needed, for purposes and work described in this Agreement. NCNMEDD will be included and copied on all invoices and reports, prior to City's submission to the appropriate State agency.

G. OWNERSHIP OF PROJECTS

All documents, capital improvements, and project assets produced pursuant to this Agreement shall be the property of City which shall assume full administrative responsibility for the life of the project; or the State grant agreement required period, whichever comes first.

H. LIMITATION OF LIABILITY

This Agreement shall not create a general liability of the constituent members of NCNMEDD.

City shall hold NCNMEDD harmless with respect to any damages, expenses, or claims arising or in connection with any negligent acts, errors, or omissions performed by City under this Agreement. This term shall not limit NCNMEDD liability with respect to NCNMEDD's negligence or willful misconduct.

I. MODIFICATION AND TERMINATION

Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other.

J. CERTIFICATION

City shall comply with the requirements of all applicable laws, rules, and regulations, and shall assume full responsibility for payment of federal, state, and local taxes and contributions imposed or required under Social Security, Workers Compensation and income tax laws. City is required to follow all State procurement regulations and it is City obligation and responsibility to follow all State requirements as certified in the project bond questionnaire process and as included in associated State grant agreements, including reporting and drawdown requirements, such documents to be filed for each project in conjunction with this agreement.

K. ADEQUATE APPROPRIATIONS

Performance of this agreement is contingent upon sufficient appropriations and authorization being made for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by NCNMEDD to City. NCNMEDD's decision as to whether sufficient appropriations are available shall be accepted by City and shall be final. If NCNMEDD proposes an amendment to the Agreement to unilaterally reduce its Fiscal Agency Services, City shall have the option to terminate the Agreement or agree to negotiate for reduced Fiscal Agency Services: within thirty (30) days of receipt of the proposed amendment.

L. PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 to -199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

M. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing

and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid as follows:

To: City
City Manager John Blair
City of Santa Fe
200 Lincoln
Santa Fe, New Mexico, 87501j

To NCNMEDD:
Monica Abeita Executive Director NCNMEDD
3900 Paseo del Sol
Santa Fe, NM 87507

N. DISPUTE RESOLUTION

The parties to this agreement agree that in the event of a dispute that may arise hereunder, which dispute cannot be reasonably resolve, they will submit to mediation by a neutral mediator, the cost of which will be borne equally by both parties. Disputes that cannot be resolved by mediation shall be subject to the laws of the State of New Mexico under the jurisdiction of the First Judicial District Court.

O. BREACH AND DEFAULT

If either party commits a breach or default in the performance or observance of any of its obligations under this agreement and such breach or default continues and is not corrected within thirty (30) days of written notification of such breach or default by either party to the other, the non-breaching or non-defaulting party shall have the right to terminate this agreement by giving notice to the breaching or defaulting party.

P. ASSIGNMENT

No portion of this agreement may be assigned to another party without the express written consent of the City and NCNMEDD.

APPROVED THIS 19th DAY OF December, 2023, BY CITY.

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT:

BY: Monica Abeita 12/8/23

Monica Abeita, Executive Director Date

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Waiver as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Dec 19, 2023

ATTEST:

Geralyn Cardenas (Dec 19, 2023 14:06 MST)

GERALYN CARDENAS, INTERIM CITY CLERK XIV

GB MTG 12/13/23

CITY ATTORNEY'S OFFICE:

Erin McSherry

Erin McSherry (Dec 8, 2023 13:36 MST)

ERIN MCSHERRY, CITY ATTORNEY

Emily K. Oster

Finance Director

FIR No. 10643.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Authorized Representatives and Agents for DFA Appropriation ID Number H3360, NMDOT Control Number C5233360

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Public Works Department

Staff Completing FIR: Regina Wheeler, Public Works Director **Date:** 1/31/2025 **Phone:** (505) 690-4197

Reviewed by City Attorney: _____ **Date:** Feb 17, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Feb 18, 2025

Summary:
The Resolution designates authorized representatives and agents for an agreement with New Mexico Department of Finance and Administration (DFA) about appropriation ID Number H3359, New Mexico Department of Transportation (NMDOT) Control Number C5233359 ("Grant Agreement"). The Grant Agreement makes available two hundred ten thousand dollars ($210,000), appropriated by the New Mexico Legislature, for a project to acquire rights of way and to plan, design, construct, and improve Governor Miles Road from Richards Avenue to Nizhoni Drive.

Departments Affected:
Public Works Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City of Santa Fe ("City") will not satisfy Article X. B. (v) of the Grant Agreement, which requires the Governing Body to adopt a resolution authorizing the person identified as the official representative of the City to sign the Grant Agreement and to sign Requests for Payment. Additionally, without the adoption of this Resolution the City would not receive NMDOT's funding in the amount of two hundred ten thousand dollars ($210,000).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body will be approving the agreement through a separate action.

Performance and Administrative Implications:
Public Works Department Staff will acquire rights of way and to plan, design, construct, and improve Governor Miles Road from Richards Avenue to Nizhoni Drive in association with this Grant Agreement. Public Works Department and Finance Department staff will also administer the grant.

Fiscal Implications:

**Although there is not a fiscal impact for authorizing and naming agents, it is worth pointing out that Amendment No. 1 to the Intergovernmental Agreement states that "NCNMEDD has agreed to provide the agreed upon services at one percent (1%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects". If the City expends the total agreement amount of two hundred and ten thousand dollars ($210,000), then NCNMEDD will receive two thousand one hundred dollars ($2,100) as one percent (1%) of the expense. The Governing Body will approve the agreement through a separate action and will budget funds for fiscal agent fees in a separate action.

Fiscal Impact

___X___ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:
**See "Fiscal Implications" narrative above.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Regina Wheeler
Regina Wheeler (Feb 19, 2025 08:10 MST)

Email: rawheeler@santafenm.gov

Signature: ROMELLA GLORIOSO-MOSS

Email: rsglorioso-moss@santafenm.gov

CITY OF SANTA FE, NEW MEXICO
CO-SPONSOR(S) TO RESOLUTION NO. 2025-__

C5233359 Governor Miles Road $210,000 Improvement Authorized Representatives and Agents

The following members of the Governing Body joined sponsorship of this legislation:

Jamie Cassutt (Feb 27, 2025 12:10 MST)

Jamie Cassutt, Councilor

2/26/2025
Date

10654.0

CITY OF SANTA FE

Memorandum

Date: February 25, 2025

To: Governing Body and Quality of Life Committee

From: Andréa Salazar, City Clerk AS

RE: 2025 Railyard Plaza Summer Scene Concerts

EXECUTIVE SUMMARY:

The proposed resolution would grant permission to As Above, So Below to serve beer and wine at the 2025 Railyard Plaza Summer Scene Concert series on City of Santa Fe ("City") property, in the Railyard Plaza, on June 5, June 6, June 12, June 13, June 19, June 20, June 26, July 18, July 25, August 1, August 8, August 22, and August 29, 2025.

BACKGROUND:

SFCC 1987, Section 23-6.1, requires the Governing Body to adopt a resolution for the sale and consumption of alcohol for locations on City property that are not specifically listed in Section 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 the City's Code.

The proposed resolution addresses the required elements:

- the event is the 2025 Railyard Plaza Summer Scene Concerts;
- the location is the Railyard Plaza;
- the dates are June 5, June 6, June 12, June 13, June 19, June 20, June 26, July 18, July 25, August 1, August 8, August 22, and August 29, 2025;
- the alcohol served will be beer and wine;
- 500 to 1,000 attendees per event are expected;
- a Special Dispenser Permit is required; and
- the liquor liability and general liability insurance will list the City as an additional insured in an amount not less than $2,000,000.00, per occurrence and in the aggregate.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Alma Castro

A RESOLUTION

AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND WINE DURING THE 2025 RAILYARD PLAZA SUMMER SCENE CONCERTS ON JUNE 5, 2025; JUNE 6, 2025; JUNE 12, 2025; JUNE 13, 2025; JUNE 19, 2025; JUNE 20, 2025; JUNE 26, 2025; JULY 18, 2025; JULY 25, 2025; AUGUST 1, 2025; AUGUST 8, 2025; AUGUST 22, 2025 AND AUGUST 29, 2025, PURSUANT TO SUBSECTION 23-6.2(C) SFCC 1987.

WHEREAS, SFCC 1987, Section 23-6.2 governs the consumption of alcohol on 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 Railyard Plaza Summer Scene Concerts event series has been taking place annually for sixteen (16) years; and

WHEREAS, Railyard Plaza Summer Scene Concerts seeks to use As Above, So Below, a local distillery in the city of Santa Fe, to **s**erve beer and wine, promoting a local business to the

community.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that alcohol service during the 2025 Railyard Plaza Summer Scene Concerts is hereby approved according to the following parameters:

Event:	Railyard Plaza Summer Scene Concerts
Dates:	June 5, 2025; June 6, 2025; June 12, 2025; June 13, 2025; June 19, 2025; June 20, 2025; June 26, 2025; July 18, 2025; July 25, 2025; August 1, 2025; August 8, 2025; August 22, 2025; and August 29, 2025
Hours:	6:30 p.m. to 9:30 p.m.
Location:	Railyard Plaza
Number of expected attendees:	500 to 1,000, per event
Type of alcohol to be served:	Beer and Wine
Required Permits:	Special Dispenser 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. As Above, So Below Distillery shall provide the City with Certificates of Insurance and applicable endorsements evidencing such coverage.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

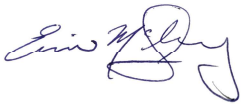
ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/2025 Railyard Plaza Summer Scene Concerts Alcohol Approval

FIR No. 10661.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): 2025 Railyard Plaza Summer Scene Concerts

Sponsor(s): Councilor Alma Castro

Reviewing Department(s): City Clerk's Office

Staff Completing FIR: Andréa Salazar **Date:** 2/20/2025 **Phone:** (505) 955-6327

Reviewed by City Attorney: _____ **Date:** Mar 5, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Mar 6, 2025

Summary:
This proposed Resolution authorizes the sale and consumption of beer and wine at the 2025 Railyard Plaza Summer Scene Concerts event series. The Railyard Plaza Summer Scene Concerts will be held at the Railyard Plaza on June 5, June 6, June 12, June 13, June 19, June 20, June 26, July 18, July 25, August 1, August 8, August 22, and August 29, 2025 from 6:30 p.m. to 9:30 p.m. The request is pursuant to SFCC 1987, Section 23-6.2, which requires the Governing Body to adopt a Resolution for events on Santa Fe City property 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 Railyard Plaza Summer Scene Concerts will not be able to have beer and wine as part of its 2025 concert event series.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
As Above, so Below Distillery, which is the sponsor of the Railyard Plaza Summer Scene Concerts event series, is also required to obtain a Special Dispenser Permit from the Clerk's Office for the events.

Fiscal Implications:
None.

Fiscal Impact

_____X_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: ANDREA SALAZAR (Mar 7, 2025 18:58 MST)

Email: asalazar@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: January 22, 2025

To: Governing Body and Quality of Life Committee

From: Andréa Salazar, Santa Fe City Clerk AS

RE: SITE Santa Fe 2025 Annual Benefit Alcohol Approval

EXECUTIVE SUMMARY:

This Resolution would grant permission to SITE Santa Fe to serve wine and beer at its annual Gala Dinner Event at the Ramada in the Railyard Park on July 18, 2025 and would rescind the permission to serve on June 26, 2025, the date previously approved in Resolution 2023-7.

BACKGROUND:

SFCC 1987, Section 23-6.2, requires the Governing Body to adopt a resolution for the sale and consumption of alcohol for locations on 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 the City's Code.

The proposed resolution addresses these required elements:

- the event is SITE Santa Fe's Annual Gala Dinner Event;
- the location is the Ramada at the Railyard Park;
- the date is July 18, 2025;
- the time is 5:00 p.m. to 11:00 p.m.;
- the alcohol served will be beer and wine;
- 275 attendees are expected;
- A Private Celebration Permit is required; and
- the liquor liability and general liability insurance will list the City as an additional insured in an amount not less than be $2,000,000, per occurrence and in the aggregate.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Alma Castro

A RESOLUTION

APPROVING THE CONSUMPTION OF BEER AND WINE DURING SITE SANTA FE'S ANNUAL GALA DINNER EVENT ON JULY 18TH, 2025, AT THE RAMADA IN THE RAILYARD PARK, PURSUANT TO SUBSECTION 23-6.2(C) SFCC 1987, AND RESCINDING THE APPROVAL FOR CONSUMPTION ON JUNE 26, 2025, WHICH WAS GRANTED IN RESOLUTION 2023-7.

WHEREAS, SFCC 1987, Section 23-6.2 governs the consumption of alcohol on City property; and

WHEREAS, for locations 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, SITE Santa Fe seeks to nurture innovation, discovery, and inspiration through the art of today; and

WHEREAS, SITE Santa Fe was founded in 1995 to establish the first international contemporary art biennial in the United States and is committed to supporting new developments

in contemporary art, encouraging artistic exploration, and expanding traditional museum experiences; and

WHEREAS, since its launch, SITE Santa Fe has presented 12 international biennials, more than 90 contemporary art exhibitions, and work by hundreds of emerging and established artists from around the world and right here in New Mexico; and

WHEREAS, SITE Santa Fe also presents a wide range of public and educational programs that include conversations with artists and curators, performances, film screenings, concerts, hands-on workshops, and collaborations with dozens of local schools and community organizations; and

WHEREAS, Resolution 2023-7 approved consumption of alcohol at the Railyard Ramada during the annual SITE Samta Fe gala on one Thursday in June for the years 2023-2027; and

WHEREAS, the dates approved by Resolution 2023-7 for the annual SITE Santa Fe gala were as follows: June 22, 2023; June 20, 2024; June 26, 2025; June 25, 2026; and June 24, 2027; and

WHEREAS, rather than June 26, SITE Santa Fe will be hosting the Annual Gala Dinner Event in 2025 on July 18; and

WHEREAS, SITE Santa Fe's Annual Gala Dinner Event will raise funds for SITE Santa Fe's exhibitions and education and public programs and will allow it to continue its "Every Day Free Admission Program"; and

WHEREAS, SITE Santa Fe wishes to serve wine and beer to enhance the dinner experience for its planned event on the evening of July 18, 2025, and no longer wishes to serve alcohol on June 26, 2025; and

WHEREAS, SITE Santa Fe requests permission to provide alcohol service for its annual gala to provide wine and beer and adhering to all regulations required in Section 23-6.3 SFCC 1987 on Friday, July 18, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE

CITY OF SANTA FE that alcohol service for the following event is hereby approved:

Event:	SITE Santa Fe Annual Gala Dinner Event
Dates:	July 18, 2025
Hours:	5:00 p.m. – 11:00 p.m.
Location:	Railyard Park Ramada
Number of expected attendees:	275
Type of alcohol to be served:	Wine and Beer
Required Permits:	Private Celebration Permits
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. SITE Santa Fe shall provide the City with Certificates of Insurance and applicable endorsements evidencing such coverage.

BE IT FURTHER RESOLVED that the approval for July 25, 2025, is rescinded.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 10646.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): SITE Santa Fe 2025 Annual Benefit Alcohol Approval

Sponsor(s): Councilor Alma Castro

Reviewing Department(s): City Clerk's Office

Staff Completing FIR: Andréa Salazar **Date:** 1/22/2025 **Phone:** (505) 955-6327

Reviewed by City Attorney: _____ **Date:** Feb 26, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Mar 2, 2025

Summary:
This proposed Resolution authorizes the consumption of beer and wine on City property for SITE Santa Fe's annual Gala Dinner Event, to be held at the Ramada in the Railyard Park on July 18, 2025 from 5:00 p.m. to 11:00 p.m. The request is pursuant to SFCC 1987, Section 23-6.2, which requires the Governing Body to adopt a Resolution for events on Santa Fe City property that are not specifically listed in Section 23-6.2(A). The Resolution also rescinds approval for serving alcohol on June 26, 2025, previously approved by Resolution 2023-7.

Departments Affected:
City Clerk's Office.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then SITE Santa Fe will not be permitted to serve beer and wine during it's annual Gala Dinner Event. Additionally, June 26, 2025, would be the approved date for SITE Santa Fe's annual event instead of July 18, 2025.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This Resolutions rescinds approval for the June 26, 2025, date, which was previously established for SITE Santa Fe's annual benefit event in Resolution 2023-7.

Performance and Administrative Implications:
SITE Santa Fe is required to obtain private celebration permits from the Clerk's Office for the event.

Fiscal Implications:
None.

Fiscal Impact

_____X_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: ANDREA SALAZAR (Mar 7, 2025 12:14 MST)

Email: asalazar@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: February 18, 2025

To: Governing Body, Public Works and Utilities Committee, Finance Committee

From: Fred Heerbrandt, PE Engineering Supervisor

Via: Jesse Roach, Interim Public Utilities Department Director
Regina Wheeler, Public Works Director

RE: Authorizing Representatives and Agents for NMED Agreement SAP 24-I2457-GF

EXECUTIVE SUMMARY:

The Resolution designates authorized representatives and agents for an agreement with New Mexico Environment Department (NMED) regarding Agreement SAP 24-I2457-GF ("Agreement"). The Agreement makes available two hundred and ten thousand dollars ($210,000), appropriated by the New Mexico State Legislature for a project to plan, design, and construct improvements on Jemez Road, including a sewer line south of Airport Road to improve residential septic systems.

BACKGROUND:

The New Mexico Environment Department, through Article X.B. (v) of the Grant Agreement, requires that the City of Santa Fe as the grantee, to agree that the "governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment". Adoption of this Resolution will satisfy this requirement and allow the City to enter into the Grant Agreement. The Grant Agreement will be presented to the Governing Body in an action separate from this Resolution; and this Resolution will not be implicated if the Governing Body does not later approve the grant agreement.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

AUTHORIZING REPRESENTATIVES AND AGENTS FOR AN AGREEMENT WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT, REGARDING AGREEMENT NUMBER SAP 24-I2457-GF, TO PLAN, DESIGN, AND CONSTRUCT IMPROVEMENTS ON JEMEZ ROAD, INCLUDING A SEWER LINE SOUTH OF AIRPORT ROAD, TO IMPROVE RESIDENTIAL SEPTIC SYSTEMS.

WHEREAS, in the Laws of 2024, Chapter 66, Section 20, Subsection 103, the New Mexico Legislature made an appropriation to the New Mexico Environment Department ("NMED"), for funds from which NMED is making available to the City of Santa Fe ("Grantee" OR "City") through NMED Agreement Number SAP 24-I2457-GF ("Agreement"), incorporated as Attachment A, in the amount of two hundred and ten thousand ($210,000), to plan, design, and construct improvements on Jemez Road, including a sewer line south of Airport Road to improve residential septic systems in the City of Santa Fe in Santa Fe County; and

WHEREAS, Article X. B. (v) of the Agreement, states that "the Grantee's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the

person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment", and adopting this resolution will satisfy this requirement; and

WHEREAS, in a letter dated August 24, 2023, the New Mexico Department of Finance and Administration ("DFA") took the position that it required the City to initiate a fiscal agent relationship in order for the City to utilize its current State Capital appropriations, and DFA renewed this position in a letter dated August 20, 2024, for all current Capital outlay appropriations; and

WHEREAS, as a result of the DFA's position, the City entered into a governmental services agreement, incorporated as Attachment B, with North Central Economic Development District ("NCEDD") for fiscal agent services, in which NCEDD agreed to review and sign Requests for Payment for permissible expenditures, on December 19, 2023; and

WHEREAS, the terms of Amendment No. 3 to the Intergovernmental Service Agreement, Appropriation ID No. I2457, included as part of Attachment B, includes the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the following provisions shall apply to the Agreement:

A. The person listed below, or their successor, is the Grantee's official representative and is authorized to sign the Agreement:

Grantee:	City of Santa Fe
Name:	Alan Webber
Title:	Mayor
Address:	PO Box 909
	Santa Fe, NM 87504-0909
Email:	mayor@santafenm.gov
Telephone:	(505) 955-6590

B. The people listed below, or their successors, are the Grantee's Fiscal Agent and

the Official Representative, who are authorized, respectively, to sign Request for Payment (Fiscal Agent) and to act as the project contact and sign all other documents necessary to fulfill the Grant Agreement and the Requirements (Public Works Director):

Grantee:	City of Santa Fe
Name:	Felicity Fonseca;
Title:	Community Development Director, North Central New Mexico Economic Development District, Contracted Fiscal Agent;
Address:	644 Don Gaspar Ave. Santa Fe, Nm 87505
Email:	felicityf@ncnmedd.com
Telephone:	(505) 356-9098
Name:	Regina Wheeler
Title:	Public Works Director
Address:	737 Agua Fria St. Santa Fe, Nm 87501
Email:	rawheeler@santafenm.gov
Telephone:	(505) 955-6622

C. The person listed below, or their successor, is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement:

Grantee:	City of Santa Fe
Name:	David Chapman
Title:	Grant Administrator

Address: P.O. Box 909

Santa Fe, NM, 87504

Email: dachapman@santafenm.gov

Telephone: (505) 955-6251

D. The person listed below, or their successor, is the contact who is designated to receive Notice of Obligations (NOOs):

Grantee: City of Santa Fe

Name: Jesse Roach

Title: Interim Utilities Director

Address: 801 W. San Mateo

Santa Fe, NM, 87504

Email: jdroach@santafenm.gov

Telephone: (505) 955-4309.

BE IT FURTHER RESOLVED, the Resolution Form included on page 18 of 21 in Attachment A, SAP 24-I2457-GF is the form used for this Resolution.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
CAPITAL APPROPRIATION PROJECT
City of Santa Fe
SAP 24-I2457-GF

THIS AGREEMENT between the New Mexico Environment Department hereinafter called the "Department" or NMED, and City of Santa Fe hereinafter called the "Grantee" becomes effective on the date signed by the NMED.

RECITALS

WHEREAS, in the Laws of 2024, Chapter 66, Section 20, Subsection 103 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

SAP 24-I2457-GF $210,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 20, Subsection 103, Two Hundred Ten Thousand Dollars, ($210,000.00), from the General Fund to plan, design and construct improvements on Jemez road, including a sewer line south of Airport road, to improve residential septic systems in Santa Fe in Santa Fe county;

The Grantee's total reimbursements shall not exceed Two Hundred Ten Thousand Dollars, $210,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ($0.00)[1], if applicable, Two Hundred Ten Thousand Dollars, $210,000.00 (the "Adjusted Appropriation Amount").

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

   a. must be approved by the applicable oversight entity (if any) in accordance with law; or
   b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third-party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. The Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed on their Resolution of Signatory Authority as their representatives with all matters concerning this Agreement.

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

NMED Program Administrator
NMENV-cpbsap@state.nm.us

505-670-3583
505-670-3615

NMED Project Manager
Name: Stephanie DuBois
Email: stephanie.dubois@env.nm.gov
Telephone:505-222-9568

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2028 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended, and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or
(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
(iii) Termination for violation of the terms of this Agreement; or
(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination.

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

If the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not

obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee a minimum of thirty (30) days' written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

The Grantee shall respond to such requests for additional information within a reasonable amount of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was ~~a~~approved as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor; or

(ii) No more than twenty (20) days from date of Early Termination; or

(iii) For reverting projects, no more than twenty (20) days after June 30 reversion unless advised in writing differently.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to the Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be

required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred because of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the New Mexico Environment Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a New Mexico Environment Department Grant Agreement. Should the New Mexico Environment Department early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor.
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement.
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance.
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

Authorization Page
FA--JEMEZ RD CONSTRUCT SAP 24-I2457-GF

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Entity Name

_____
Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

_____
Date

New Mexico Environment Department

_____
Bureau Chief, NMED Construction Programs Bureau
Signed pursuant to the February 19, 2024 Secretary of Environment Delegation Order

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Appropriation Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jan 15, 2025 15:41 MST)

ASSISTANT CITY ATTORNEY

FINANCE:

_____

EMILY OSTER, FINANCE DIRECTOR

Exhibit 1 – Request for Payment
Not for NMED use. NMED Disbursement Form is below.

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information
(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	$ 0.00
F.	Reversion Amount *(If Applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ GF ☐ GOB ☐ STB *(attach wire if first draw)*
I. ☐ Final Request for Payment *(If Applicable)*

III. Fiscal Year : 2024 (July 1, 2023-June 30, 2024)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____ _____
Grantee Fiscal Officer or **Fiscal Agent** *(If applicable)* | **Grantee Representative**

_____ _____
Printed Name | Printed Name

Date: _____ Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____ _____
Division Fiscal Officer Date | Division Project Manager Date

September 2014

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Project Manager

FROM: Grantee Entity: _____

Official Representative: _____ _____
Signature

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Project Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
FA--JEMEZ RD CONSTRUCT - SAP 24-I2457-GF

Payment Request No_____

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

Rev. May 2024		NEW MEXICO ENVIRONMENT DEPARTMENT			
		CONSTRUCTION PROGRAMS BUREAU			

NMED DISBURSEMENT REQUEST

SPECIAL APPROPRIATIONS PROGRAM (SAP)

A. NAME OF ENTITY		C. DISBURSEMENT REQUEST NUMBER	
B. PROJECT NUMBER		D. GRANT AMOUNT	

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees								
Other Professional								
Service Fees								
Inspection Fees								
Property Acquisition								
Construction Cost								
Planning Cost								
Equipment								
Other Costs (specify)								
Contingencies								
TOTAL								

Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.		Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.	

Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Reporting Certification: I hereby certify to the best of my knowledge and belief, that the database reporting is up to date; to include the accuracy of the expenditures and grant balance, project status, project phase, achievements and milestones, and in complieance with Artile VIII of the Capital Outlay Grant Agreement.

Signature of Official Representative:	Typed or Printed Name:	Phone:	Date:
X			

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)
Resolution Number

Whereas, the **Governing Body of the City of Santa Fe** of **Santa Fe** County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as **Project Number SAP 24-I2457-GF**

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

Alan Webber, Mayor or successor is authorized to sign the Grant Agreement for this project, and

Regina Wheeler, Public Works Director and Felicity Fonseca, NCNMEDD, Contracted Fiscal Agent, or successor are the OFFICAL REPRESENTATIVE(S) who are authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Request for Payment and to act as the project contact, and

David Chapman, Grant Administrator, or successor is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement.

Jesse Roach, Interim Utilities Director, or successors is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

PASSED, APPROVED, AND ADOPTED: ____

Name, Mayor / Chairperson / Director / Officer, Title, Community / Utility

_____ _____

(Signature) **Date**

(SEAL)

ATTEST:

_____

(Municipal Clerk)

Name of Grantee: City of Santa Fe Project Number: SAP 24-I2457-GF

Current Authorized Signatures (submit with Signature Resolution, update when necessary)

Authorized to Sign Agreement			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Official Representatives authorized to sign Disbursement Requests and all other documents.			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Alternate Official Representative, to sign Disbursement Requests and all other documents and act as the Point of Contact.			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Designated Agent or Employee that will make monthly CPMS updates			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Notice of Obligations (NOO's)			
Name		Name	
Title		Title	
Signature	No Signature Required	Signature	No Signature Required
Address		Address	
Email		Email	
Phone		Phone	

ATTACHMENT B
TECHNICAL REQUIREMENTS
NEW MEXICO ENVIRONMENT DEPARTMENT
CAPITAL OUTLAY

ARTICLE 1 REVIEW

Upon execution of the grant agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

A. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee and related to the project for the creation of a notice of obligation. Only approved eligible expenditures incurred **after** the effective date of the Grant Agreement shall be reimbursed or paid from these funds.

B. If grant funds are used for construction, a site certificate must be submitted prior to project bid advertisement that certifies all necessary easements, rights-of-way, and/or property upon or through which the project is being constructed have been obtained. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.

C. If grant funds are used for construction, the Grantee will submit notice of the award and a copy of the executed construction contract documents.

D. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction.

E. All daily construction inspection reports shall be made available to the NMED upon request.

F. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.

ARTICLE 2 NMED OVERSIGHT

NMED oversight is only for purposes of compliance with applicable state grant requirements, procedures, statutes, and regulations. NMED approval will not be interpreted as a warranty or guarantee of any kind. Responsibility for the design of the project will lie solely with the engineer of record. All defects and their correction will be the responsibility of the Grantee and its contractors and engineers or consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and engineers or consultants will remain responsible for the completion and success of the project. No action by NMED shall relieve the owner, engineer, or contractor of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 CLOSEOUT

A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the engineer of record.

B. If the grant funds are used for purchase of equipment, final payment will be made after receipt of the equipment and equipment title, if applicable. Appraisal reports are required for the purchase of used equipment.

C. If the grant funds are used for construction, final payment will be made after the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:

i. A certificate of substantial completion including punch list items.

ii. A final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.

iii. A written consent of the surety, if any, to final payment.

iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.

v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.

vi. Certification letter of project acceptance by the Grantee and the Grantee’s project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.

vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.

ALTERNATIVE FISCAL AGENT
ATTACHMENT FA

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this ____day of _____, 20__, by and between the New Mexico Environment Department, hereinafter called the "Department", and Santa Fe, City of, hereinafter called the "Grantee", by the North Central NM Economic Development District, authorized agent, hereinafter called "Fiscal Agent."
This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of (2024), Chapter (66), Section (20), Subsection (103), the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Grantee contracted with the Fiscal Agent for capital outlay fiscal agency services as set forth in Memorandum of Understanding, and

WHEREAS, the Grantee requests the Fiscal Agent act as the authorized agent for capital outlay projects awarded by the New Mexico legislature and administered by the Department.

WHEREAS, the Department recognizes, and will contract with the Grantee through its authorized agent, and

WHEREAS, the Department: successor agency, may enter into grants and contracts as appropriated by law.

MEMORANDUM OF UNDERSTANDING
BETWEEN
Santa Fe, City of (Grantee)

AND
North Central NM Economic Development District (Fiscal Agent)

This Memorandum of Understanding (MOU) confirms that the Grantee is working with the Fiscal Agent for the administration of a New Mexico legislative special appropriation to the New Mexico Environment Department (NMED).

In accordance with the terms of the NMED Grant Agreement (Article X, B., (v)), the governing board of the Grantee will adopt a resolution "authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment." The resolution will also authorize the Fiscal Agent and a Fiscal Agent signatory authority.

The special appropriation grant agreement is:
SAP 24-I2457-GF, in the amount of Two Hundred Ten Thousand Dollars ($210,000.00), expiring 6/30/2028 and has been appropriated "to plan, design and construct improvements on Jemez road, including a sewer line south of Airport road, to improve residential septic systems in Santa Fe in Santa Fe county;"

It is mutually agreed that the Grantee will determine the specific work to be completed, will oversee construction, and will own and operate the improvements resulting from completion of the Project. By this MOU, it is understood between the parties that the Fiscal Agent is authorized to act for the Project, and will be responsible for administration, procurement, and payments related to the project.

The Fiscal Agent shall not be compensated from any grant funds for services rendered, or credited for services rendered, during the term of this MOU or during the duration of the Project.

This MOU shall be in effect for the duration of the grant agreement and terminates if the Grantee designates a new Fiscal Agent, or when the grant agreement expires or the project is complete and all close out documents are received, whichever comes first. The parties affirm their understanding and agreement by their signatures below. The parties may enter into a contractual agreement related to this project, but the terms of the agreement shall not conflict with the terms of this MOU or the Resolution.

IN WITNESS WHEREOF, the parties have duly executed this MOU as of the date of execution by the Fiscal Agent.

GRANTEE:

_____

Signature of Official with Authority to Bind Grantee

By:_____

(Type or Print Name)

Its:_____

(Type or Print Title)

_____

Date

FISCAL AGENT:

_____

Signature of Official with Authority to Bind Fiscal Agent

By:_____

(Type or Print Name)

Its:_____

(Type or Print Title)

_____

Date

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Appropriation Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jan 15, 2025 15:41 MST)

ASSISTANT CITY ATTORNEY

FINANCE:

_____

EMILY OSTER, FINANCE DIRECTOR

INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN CITY OF SANTA FE AND
NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
FOR FISCAL AGENT SERVICES

WHEREAS, the State of New Mexico appropriated funding for the purposes of improvements in the City of Santa Fe ("City") to the State of New Mexico, Department of Finance and Administration, Local Government Division, in the laws of Laws of 2021, Chapter 138, as detailed below ("Projects");

WHEREAS, NCNMEDD acknowledges that the appropriations for the Projects are intended for City;

WHEREAS, City, a municipality within Santa Fe County and the State of New Mexico, agrees to engage North Central New Mexico Economic Development District ("NCNMEDD") in providing fiscal agency services in relation to the Projects.

NOW, THEREFORE, the parties do mutually agree as follows:

This Agreement is entered into by and between City and NCNMEDD pursuant to the following purposes, conditions, and terms:

A. PURPOSE

The purpose of this Agreement is for NCNMEDD to provide fiscal agent services in connection with the Projects as specifically appropriated under New Mexico Legislative Appropriation Agreements identified as follows:

ApprID	Leg. Session	Appropriation Title	Year	Ch	Sect	Agency		Amount	Project Description
F2900	2021	SANTA FE PARKS UPGRADE	2021	138	29/341	341	Finance & Administration	1,000,000	to plan, design, construct, repair, improve and equip parks in Santa Fe in Santa Fe county;
F2902	2021	SANTA FE TIERRA CONTENTA TRAIL CONSTRUCT	2021	138	29/343	341	Finance & Administration	300,000	to plan, design and construct a trail in the Tierra Contenta subdivision in Santa Fe in Santa Fe county;
F2903	2021	SANTA FE MIDTOWN INFRA DES CONSTRUCT	2021	138	29/344	341	Finance & Administration	1,000,000	to plan, design, construct and improve infrastructure for the midtown Santa Fe property in Santa Fe in Santa Fe county;
F2899	2021	SANTA FE HOMEBOUND MEALS PROGRAM IMPROVE	2021	138	29/340	341	Finance & Administration	250,000	to plan, design, renovate, construct, improve and equip a facility for a meals program serving homebound and special needs individuals in Santa Fe in Santa Fe county;
F2901	2021	SANTA FE SOUTHSIDE TEEN CTR CONSTRUCT	2021	138	29/342	341	Finance & Administration	1,805,000	to plan, design, construct, furnish and equip a teen and resource center on the south side of Santa Fe in Santa Fe county;

Other projects may be included as agreed upon in writing and by amendment between the Parties.

B. SCOPE OF WORK

NCNMEDD's services in support of the above purpose shall be to provide fiscal agency services associated with the Projects, including:

1. NCNMEDD Fiscal Agency Services:

- Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement;
- Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant agreement;
- Act as liaison between City and appropriate New Mexico state agencies as needed;
- Complete all required quarterly and financial reporting with information provided by City;
- Review and sign-off on project invoices to the appropriate State agency in a timely manner; and

- Work with the State on providing direct project reimbursements to City and act as a facilitator for such reimbursements as needed.

2. City Role and Responsibilities
   - City understands it remains ultimately responsible for executing and complying with all applicable laws, regulations, and grant agreement requirements such as flow down provisions, executing procurement responsibilities, and subcontractor management, as well as project, grant, and financial management.

C. TIMEFRAME

Work pursuant to this Agreement shall be effective no sooner than the date of last party signature below, and shall conclude upon notice by either party pursuant to paragraph I, but no later than one month following the reversion date of the appropriations, except as amended and mutually agreed upon in writing.

D. COMPENSATION:

NCNMEDD has agreed to provide the agreed upon services at three percent (3%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from this grant to make such payments.

E. RECORDS AND RECOVERY:

NCNMEDD shall maintain appropriate records of services rendered during the Agreement term and retain them for a period of three (3) years after the grant has been closed.

F. ACCESS TO INFORMATION

City and its contractors and subcontractors shall provide information, as needed, for purposes and work described in this Agreement. NCNMEDD will be included and copied on all invoices and reports, prior to City's submission to the appropriate State agency.

G. OWNERSHIP OF PROJECTS

All documents, capital improvements, and project assets produced pursuant to this Agreement shall be the property of City which shall assume full administrative responsibility for the life of the project; or the State grant agreement required period, whichever comes first.

H. LIMITATION OF LIABILITY

This Agreement shall not create a general liability of the constituent members of NCNMEDD.

City shall hold NCNMEDD harmless with respect to any damages, expenses, or claims arising or in connection with any negligent acts, errors, or omissions performed by City under this Agreement. This term shall not limit NCNMEDD liability with respect to NCNMEDD's negligence or willful misconduct.

I. MODIFICATION AND TERMINATION

Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other.

J. CERTIFICATION

City shall comply with the requirements of all applicable laws, rules, and regulations, and shall assume full responsibility for payment of federal, state, and local taxes and contributions imposed or required under Social Security, Workers Compensation and income tax laws. City is required to follow all State procurement regulations and it is City obligation and responsibility to follow all State requirements as certified in the project bond questionnaire process and as included in associated State grant agreements, including reporting and drawdown requirements, such documents to be filed for each project in conjunction with this agreement.

K. ADEQUATE APPROPRIATIONS

Performance of this agreement is contingent upon sufficient appropriations and authorization being made for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by NCNMEDD to City. NCNMEDD's decision as to whether sufficient appropriations are available shall be accepted by City and shall be final. If NCNMEDD proposes an amendment to the Agreement to unilaterally reduce its Fiscal Agency Services, City shall have the option to terminate the Agreement or agree to negotiate for reduced Fiscal Agency Services: within thirty (30) days of receipt of the proposed amendment.

L. PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 to -199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

M. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing

and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid as follows:

To: City
City Manager John Blair
City of Santa Fe
200 Lincoln
Santa Fe, New Mexico, 87501j

To NCNMEDD:
Monica Abeita Executive Director NCNMEDD
3900 Paseo del Sol
Santa Fe, NM 87507

N. DISPUTE RESOLUTION

The parties to this agreement agree that in the event of a dispute that may arise hereunder, which dispute cannot be reasonably resolve, they will submit to mediation by a neutral mediator, the cost of which will be borne equally by both parties. Disputes that cannot be resolved by mediation shall be subject to the laws of the State of New Mexico under the jurisdiction of the First Judicial District Court.

O. BREACH AND DEFAULT

If either party commits a breach or default in the performance or observance of any of its obligations under this agreement and such breach or default continues and is not corrected within thirty (30) days of written notification of such breach or default by either party to the other, the non-breaching or non-defaulting party shall have the right to terminate this agreement by giving notice to the breaching or defaulting party.

P. ASSIGNMENT

No portion of this agreement may be assigned to another party without the express written consent of the City and NCNMEDD.

APPROVED THIS 19th DAY OF December, 2023, BY CITY.

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT:

BY: Monica Abeita 12/8/23

Monica Abeita, Executive Director Date

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Waiver as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Dec 19, 2023

ATTEST:

Geralyn Cardenas (Dec 19, 2023 14:06 MST)

GERALYN CARDENAS, INTERIM CITY CLERK XIV

GB MTG 12/13/23

CITY ATTORNEY'S OFFICE:

Erin McSherry

Erin McSherry (Dec 8, 2023 13:36 MST)

ERIN MCSHERRY, CITY ATTORNEY

Original Contract Item# 23-0688
SWPA/GSA/Coop/RFP/ITB #: N/A

CITY OF SANTA FE
AMENDMENT No. 3 TO
Intergovernmental Service Agreement
ITEM#23-0688

This AMENDMENT No 3 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

B. Pursuant to Article I of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the NCNMEDD agree as follows:

1. PURPOSE:

Article A of the Agreement is amended to add twenty-two (22) capital appropriations as seen on Exhibit A.

2. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.3 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Nov 15, 2024 09:56 MST)

ALAN WEBBER, MAYOR

DATE: Nov 15, 2024

CONTRACTOR:
NCNMEDD

Monica Abeita
Monica Abeita (Oct 11, 2024 13:22 MDT)

MONICA ABEITA
EXECUTIVE DIRECTOR

DATE: Oct 11, 2024

ATTEST:

Andrea Salazar
Andrea Salazar (Nov 15, 2024 11:02 MST)

ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 11, 2024 13:26 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Approp ID	Leg. Session	Appropriation Title	Approp. Amount	Reversion Date	Funding Agency	Funding Source
I2455	2024	Paseo Real Wastewater Facility	$1,600,000	30-Jun-28	NMED	General Fund
I2457	2024	Jemez Rd Sewer	$210,000	30-Jun-28	NMED	General Fund
I2458	2024	Vereda de Velencia WWater	$160,000	30-Jun-2028	NMED	General Fund
I3023	2024	Police Dept. Equipment Purchase	$250,000	30-Jun-2026	DFA	General Fund
I3134	2024	Fire Stn 2 Construct	$250,000	30-Jun-2028	DFA	General Fund
I3136	2024	Soccer Valley MRC Construct	$3,425,000	30-Jun-2028	DFA	General Fund
I3138	2024	Los Prados Park	$438,000	30-Jun-2028	DFA	General Fund
I3141	2024	Fire SCBA Equip Purchase	$250,000	30-Jun-2026	DFA	General Fund
I3142	2024	Ft Marcy Park Ren	$5,000,000	30-Jun-2028	DFA	General Fund
I3143	2024	Permanent and Transitional Housing	$400,000	30-Jun-2028	DFA	General Fund
I3144	2024	Railyard Bldg. Upgrade	$100,000	30-Jun-2028	DFA	General Fund
I3145	2024	Railyard Multipurpose Bldg	$175,000	30-Jun-2028	DFA	General Fund
I3146	2024	Regional Airport Phase 2 Improve	$2,000,000	30-Jun-2028	DFA	General Fund
I3147	2024	River Park Pedestrian Bridge	$240,000	30-Jun-2028	DFA	General Fund
I3318	2024	NM599-Airport Access Road	$4,500,000	30-Jun-2028	NMDOT	General Fund
I3319	2024	Rufina St. & Lopez Lane Intersection	$50,000	30-Jun-2028	NMDOT	General Fund
I3320	2024	Paseo del Sol Extension	$50,000	30-Jun-2028	NMDOT	General Fund
I3321	2024	St. Michael's Rail Trail Underpass	$100,000	30-Jun-2028	NMDOT	General Fund
I4219	2024	El Museo Improvements	$126,950	30-Jun-2026	DFA	Severance Tax Bond
I4220	2024	Homebound Meals	$100,000	30-Jun-2028	DFA	General Fund
I4221	2024	Municipal Court Renovations	$29,843	30-Jun-2028	DFA	General Fund
I4222	2024	Supportive Housing	$844,470	30-Jun-2026	DFA	General Fund

FIR No. 10659.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Authorized Representatives and Agents for NMED Agreement SAP 24-I2457-GF

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Public Works Department

Staff Completing FIR: Regina Wheeler **Date:** 1/31/2025 **Phone:** (505) 690-4197

Reviewed by City Attorney: _____ **Date:** Mar 7, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Mar 7, 2025

Summary:
The Resolution designates authorized representatives and agents for an agreement with New Mexico Environment Department (NMED) regarding Capital Appropriation Project SAP 24-I2457-GF ("Agreement"). The Agreement makes available two hundred and ten thousand dollars ($210,000), appropriated by the New Mexico Legislature for a project to plan, design, and construct improvements on Jemez Road, including a sewer line south of Airport Road to improve residential septic systems.

Departments Affected:
Public Works Department and Public Utilities Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City of Santa Fe ("City") will not satisfy Article X. B. (v) of the Agreement, which requires the Governing Body to adopt a resolution authorizing the person identified as the official representative of the City to sign the Agreement and to sign Requests for Payment. Additionally, without the adoption of this Resolution the City would not receive NMED funding in the amount of two hundred and ten thousand dollars ($210,000).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body will be approving the agreement through a separate action.

Performance and Administrative Implications:
Public Utilities Staff will plan, design, and construct improvements on Jemez Road including a sewer line south of Airport Road to improve residential septic systems in association with this Agreement. Public Utilities Department and Finance Department staff will also administer the grant.

Fiscal Implications:
**Although there is not a fiscal impact for authorizing and naming agents, it is worth pointing out that Amendment No. 1 to the Intergovernmental Agreement states that "NCNMEDD has agreed to provide the

agreed upon services at one percent (1%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects". If the City expends the total agreement amount of two hundred and ten thousand dollars ($210,000), then NCNMEDD will receive two thousand one hundred dollars ($2,100) as one percent (1%) of expense. The Governing Body will approve the agreement through a separate action and will budget funds for fiscal agent fees in a separate action.

Fiscal Impact

____X____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:
**See "Fiscal Implications" narrative above.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: rawheeler@santafenm.gov

Signature:

Email: pfheerbrandt@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: January 21, 2025

To: Governing Body, Public Works and Utilities Committee, Finance Committee

From: Peter Franklin, Modrall Sperling, as Bond Counsel the City

Via: Emily Oster, Finance Director EKO

RE: Clarifying Structure of NMED for Public Utilities Department

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EXECUTIVE SUMMARY:

This bill amends Ordinance No. 2024-6, adopted by the Governing Body on August 14, 2024, which authorized the City of Santa Fe ("City") to enter into a loan agreement with the New Mexico Environment Department ("NMED") to obtain project loan funds in the amount of one hundred and fifty-one million dollars and zero cents ($151,000,000.00) plus accrued interest. The purpose of the amendment is to authorize, in place of the single combined $151,000,000 loan agreement, three separate loan agreements. The three separate loan agreements include:

(1) a Wastewater Utility System Loan Agreement in the principal amount of $114,000,000, to be repaid from pledged Net Wastewater System revenue;

(2) a Water Utility System Loan Agreement in the principal amount of $17,000,000, to be repaid from pledged Net Water System revenue; and

(3) an Environmental Services Division Loan Agreement in the principal amount of $20,000,000, to be repaid from Net Environmental Services Division revenue.

The agreement described in Ordinance No. 2024-6 applies funding to three separate utility systems with a single loan. This bill replaces the current structure of a single loan agreement with three individual loan agreements, each of which will be applied to a single utility system, as described above. Each loan agreement will include the covenants and provisions applicable to the utility system being improved with the proceeds of the corresponding loan, which the City agreed to impose in connection with its outstanding Wastewater Utility System revenue bonds, Water Utility System revenue bonds, and Solid Waste Utility System debt obligations. The 0.01% interest rate, 30-year term, and all other material terms of the original combined $151,000,000 loan agreement, offered by NMED, and approved in Ordinance No. 2024-6, will apply to each separate loan.

BACKGROUND:
The City owns, operates, and maintains public utilities including a water utility system, a wastewater utility system, and solid waste collection system services performed by the Environmental Services Division. The current systems are inadequate to meet the needs of the City.

The projects in the three loan agreements include the following:

1. A Water Utility System Improvement project
   - CWSRF 140-),-the Nichols Dam Outlet Works Rehabilitation project, to plan, design, and construct the reconfiguration of the dam outlet, conduit joints, line conduit, and construction filter as well as dam embankment drainage improvements.

2. Wastewater Utility System projects, including:
   - CWSRF 140-C, the Ultraviolet (UV") Disinfection project, to plan, design, construct, and replace the UV disinfection system and equipment.
   - CWSRF 140-D, the Wastewater ("WW") Collections Equipment and Administration project to plan, design, and construct the relocation of the collections division sites (staff and equipment) to minimize response time, expense, and potential surface water contamination.
   - CWSRF 140-E, the Sewer Line Repair/Rehabilitation project to plan, design, and construct sewer line rehabilitation, including use of trenchless rehabilitation techniques, in the City.
   - CWSRF 140-F, the Wastewater Treatment Plan Repair and Rehabilitation project to rehabilitate, repair, and for the replacement of the wastewater treatment plant.

3. Environmental Services Division / Solid Waste Collection System project:

CWSRF 140-B, the Environmental Service Division ("ESD") project, to plan, design, and construct an administrative space, maintenance space, and storage area for the ESD, that will accommodate solid waste and curbside recycling collection vehicles and that will reduce or prevent industrial contamination due to storm water runoff.

ATTACHMENTS:

- Bill
- Fiscal Impact Report (FIR)
- Memo Attachment - Interim Wastewater Utility Loan Agreement, Supplement and Note
- Memo Attachment - Interim Water Utility Loan Agreement, Supplement and Note
- Memo Attachment - Interim Environmental Services Division Loan Agreement, Supplement and Note

Clean Water State Revolving Loan Fund Interim Loan Agreement

City of Santa Fe

$20,000,000 Environmental Services Division Loan Agreement

(Made pursuant to Funding Package consisting of
$151,000,000 total Loan at 0.01%

The following items are included as part of the funding agreement:

- **Financial Pages and NMED Project Conditions, General Conditions, and Covenants**

- **Covenants and Provisions Applicable to Net Environmental Services Division System Revenue Debt Obligations (Attachment 1)**

- **CWSRF Federal Requirements:**

Applies to All Projects:

- **Super Crosscutters**
- **Generally Accepted Government Accounting Practices**
- **Useful Life**
- **Office of the Inspector General Poster**
- **Cost and Effectiveness**

Applies only to Treatment Works Projects (UV Disinfection and Sewer Line Repair):

- **American Iron and Steel**
- **State Environmental Review Process**
- **Davis-Bacon Wage Rates**
- **Fiscal Sustainability Plan**


NEW MEXICO
ENVIRONMENT DEPARTMENT

INTERIM LOAN AGREEMENT
NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
CLEAN WATER STATE REVOLVING LOAN FUND (CWSRF) –also known as-
WASTEWATER FACILITY CONSTRUCTION LOAN PROGRAM

Loan Number: CWSRF 140 A-F

Name of Borrower: **City of Santa Fe**

$20,000,000 Environmental Services Division Loan Agreement (made as part of total CWSRF Loan package of $151,000,000, Interest Rate: 0.01%

This Interim Loan Agreement (Agreement) between the New Mexico Environment Department (NMED) of the State of New Mexico and the City of Santa Fe (Borrower) becomes effective on the date signed by the NMED. Borrower has enacted Ordinance No. 2024-6 approved on August 14, 2024 (as amended by Ordinance No. 2025-___ approved on _____, 2025), hereinafter referred to as (the "Ordinance") which authorizes execution of this Agreement, authorizes the Borrower to accept loan funds from NMED, and irrevocably pledges the Environmental Services Funds (Pledged Funds) for the repayment of the loan.

Listed below are agency contacts.

Borrower's Name and Address: City of Santa Fe 200 Lincoln Avenue PO Box 909 Santa Fe, New Mexico 87504-0909	**NMED:** New Mexico Environment Department Clean Water State Revolving Fund Program P.O. Box 5469 Santa Fe, New Mexico 87505 NMENV-cpbinfo@state.nm.us
Borrower's Contact Information: _____, Public Utilities Director (505) 955-4650	**NMED Contact Information:** Stephanie DuBois, Project Engineer (505) 538-5539, stephanie.dubois@env.nm.gov Maria Molina, Program Administrator (505) 670-3876, maria.molina2@env.nm.gov

Jonna Leigh Stack, Project Administrator 505-955-4206 jlstack@santafenm.gov	Rhonda Holderman, Financial Manager, Loans and Grants (505) 363-9396, Rhonda.holderman@env.nm.gov
Emily K. Oster, Finance Director	
(505) 955-6171	
5ekoster@santafenm.gov	

Incorporated as part of this Agreement as though fully set forth in this Agreement is the following:

Borrower's Loan Ordinance
Interim Promissory Note
Proposed Loan Amortization Schedule
Project Description Form

I. Project Description:

A. Projects under this agreement include:

- Solid Waste Collections Division Equipment and Administration Building
- Environmental Services Division Maintenance and Administrative Building.

B. Borrower agrees that it will implement, in all respects, the project outlined in the attached Project Description, and made a part of this Agreement.

C. Borrower agrees to make no change in the Project Description without first submitting a written request to NMED and obtaining NMED's written approval of the required change, and if necessary, an amended loan agreement.

II. Loan Amount:

NMED agrees to loan funds to the Borrower to pay for approved costs to plan, acquire and construct the Project, in an amount not to exceed: $20,000,000_____(Environmental Services Division Loan Amount) at the **interest rate of 0.01% annually** upon the terms and conditions set forth in this Agreement and the Interim Promissory Note.

Provided the Borrower complies with the Construction Conditions and the CWSRF Requirements below, the loan amount will be available for a period of three **(3) years** from the date of this Agreement. Subject to completion of the Project within the three (3) year construction period, Borrower shall determine the construction schedule for the project in its reasonable discretion.

III. Funding:

A. Project interest accrues during construction at **0.01%** annually from thedate of each disbursement from NMED to the Borrower up to the date the final

disbursement request is approved by NMED. The interest accrued during construction, if applicable, shall be payable as follows:

1. Project Interest shall be due and payable in one lump sum within two weeks of receiving notice of final loan amount from the NMED, or

2. Project Interest shall be added to the loan amount disbursed and shall become part of the principal due during the term of the Final Promissory Note.

B. FINANCE COSTS

Finance costs, if applicable, will be determined upon the issuance of the Final Loan Agreement and will be based on the final amount loaned, accrued project interest and agreed upon repayment terms.

C. REPAYMENT TERMS

Repayment terms will be determined upon issuance of the Final Loan Agreement. Any loan term must be substantiated by the Borrower, and the loan term shall not exceed the average economic life of the project as a whole. Repayment will begin not less than one year after project completion. Repayment need not be based on level payments of principal and interest, but may instead be structured to address Borrower's needs with respect to cash flow, anticipated utility rate increases, and other relevant factors, in Borrower's discretion; provided, that structured repayments shall not be interest-only, but shall include annual amortization of a portion of unpaid principal and payment of interest.

The Borrower may pay off ("Prepay") all or any part of the loan at any time following delivery of written notice to NMED of Borrower's election to Prepay, specifying the principal amount to be prepaid, together with interest thereon accrued to the date of prepayment.

D. ACTUAL LOAN AMOUNT DISBURSED

(i) If the loan amount disbursed is less than the amount in Section III. Loan Amount, then the Final Loan Agreement and the Final Promissory Note shall reflect actual loan disbursements. If the Borrower does not pay the Project Interest within two weeks of receiving notice of final loan amount from the NMED, then the accrued Project Interest shall be incorporated into the principal amount in the Final Promissory Note.

(ii) At the Borrower's request, NMED will reallocate unused loan amounts for other eligible projects of the Borrower, and will either amend an existing loan agreement and note ("Loan Documentation") or enter into new Loan Documentation with Borrower reflecting the reallocation of unused proceeds for other eligible purposes. Borrower shall be responsible for determining that funds pledged for repayment in connection with such Loan Documentation is from an appropriate source.

(iii) Within the State and Federal requirements applicable to the Loan Agreement, NMED intends to utilize amounts repaid by Borrower hereunder to provide additional loans to Borrower for eligible purposes, at Borrower's request.

E. SECURITY – PLEDGED FUNDS

The Borrower is giving a security interest by dedicating the Pledged Funds. The Pledged Funds are defined as Net Revenues of the Environmental Services Division owned and operated by the City of Santa Fe, as more specifically defined in the Covenants and Provisions Applicable to Net Solid Waste Collection System Revenue Debt Obligations attached hereto as Attachment 1 ("Attachment 1"), which are hereby incorporated in this Agreement.

Except as stated in Attachment 1, the Pledged Funds have not been pledged to the payment of any outstanding obligations and no other obligations are payable from the Pledged Funds on the date of the Ordinance. The loan will be payable and collectible solely from the Pledged Funds.

F. DEFAULT AND LATE CHARGES

Failure by the Borrower to pay the annual payments as set forth in the Final Loan Agreement and Final Promissory Note shall constitute an event of default. Late charges may be assessed at the discretion of NMED. See VI. COVENANTS, Sections H and I for default procedures.

G. DEMAND FEATURE

This Agreement has a demand feature in the event of default and the total principal and interest due shall be paid on demand. See VI. COVENANTS Sections H and I for default procedures.

H. NO DEBT SERVICE RESERVE FUND OR MATCHING REQUIREMENTS.

Borrower shall not be required to establish a debt service reserve fund or to provide matching funds pursuant to this Agreement. In lieu of debt service reserve fund requirements, Borrower shall comply with the Rate Covenant herein. See VI, COVENANTS Section E.

IV. Project Conditions:

A. After the date of this Agreement, but prior to NMED's approval of the Contract Documents, for any phase, the Borrower's attorney shall provide an opinion satisfactory to NMED that the Borrower is an incorporated entity.

B. Upon execution of this Agreement, the Borrower shall follow the procedures listed below unless waived in writing by NMED. Disbursement by NMED may be withheld if any of these procedures are not followed by the Borrower.

1. If these Funds are to be used for engineering and/or other professional services, the Borrower shall submit documentation regarding the hiring process to be used and the (RFP), to NMED for review and approval prior to selecting engineering and/or other professional services. An RFP for engineering services and/or other professional services must comply with the New Mexico Procurement Code. NMSA 1978, Sections 13-1-21 et seq. Engineering Services must be chosen based on a qualification-based request for proposal process regardless of the anticipated cost. A minimum of three proposers must be interviewed as part of the selection process. The Borrower is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB email ptab@acecnm.org.)

2. If these Funds are to be used for engineering and/or other professional services, the Borrower shall submit a draft form of any engineering agreement and/or other professional services contract, or a letter certifying that the Borrower's staff will perform the engineering and/or other professional services, to NMED for review and approval prior to executing the agreement/contract or using Borrower's staff. The preferred engineering agreement format is the "Publicly Funded Project" form prepared by NMED and posted on thewebsite at

https://www.env.nm.gov/construction-programs/cpb-forms-and-documents-2/.

3. If these Funds are to be used for engineering design or for construction, the Borrower shall submit all plans, specifications, and any addenda for this project to NMED for review and approval before the project is advertised for construction bids. Plans, specifications, and addenda shall be prepared by a registered New Mexico Professional Engineer.

4. Following NMED approval of the proposed award, the Borrower shall submit to NMED for review the notice of the award and the minutes of meeting in which award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed. The selected contractor will be required to post a performance and payment bond in accordance with requirements of NMSA 1978, Section 13-4-18.

5. The selected contractor will be required to submit a construction schedule to the Borrower at the pre-construction conference.

6. The Borrower will submit all modifications to plans and contract by change orders to the NMED project manager promptly for review and approval prior to implementation of such modification or change. NMED's written decision approving or disapproving the modification shall be rendered promptly to the Borrower. If immediate action is needed, a verbal notification of NMED's decision will be made, followed by written notification.

7. The Borrower shall provide a full-time construction inspector during construction of the project. The Borrower shall submit the inspector's résumé and inspection reports to NMED for review and approval.

8. NMED shall have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans.

9. NMED may require proof of deposit and/or proof of payments to contractors and consultants, including the disbursement of funds other than those provided by the Agreement.

10. The Borrower (or the system owner) shall employ properly certified utility operators and shall comply with all provisions of the New Mexico Utility Operators Certification Act, NMSA 1978, Sections 61- 33-1 et seq.

11. With the exception of easements (See Section V.H), when real property is acquired by the Borrower, either through purchase or donation as a part of this project and within the project period, the Borrower will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by NMED prior to the acquisition of any real property. After real property acquisition, the Borrower will make available to NMED all documents of title pertaining to the acquired property and all easements or rights- of-way necessary for the completion of work under this agreement.

12. If the Funds are to be used for construction of wastewater collection lines or water distribution lines, the existing population served by the project shall be connected to the collection system or distribution system within a reasonable time after project completion. This will be accomplished by adoption and annual review of an Ordinance/Resolution and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law.

13. Notwithstanding the other provisions of this Agreement the Borrower shall comply with the Prompt Payment Act, NMSA 1978, Sections 57-28-1 et seq. The Project will not be considered complete until the work as defined in this Agreement has been fully performed, and finally and unconditionally accepted by the Borrower and NMED.

14. If the Funds are to be used for construction, final disbursement will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:

    a) Operation and maintenance manuals or a letter from the owner certifying receipt and acceptance of the operation and maintenance manuals.

    b) A final reimbursement request including the final certified construction pay request prepared by the Borrower's project engineer and approved by the Borrower.

    c) A certificate of substantial completion including punch list items.

    d) A letter certifying project acceptance by the Borrower and the Borrower's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Borrower, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Borrower and contractors will be submitted to NMED for final review and approval.

    e) Certification letter by the Borrower that the Labor Standards Contract Provisions have been met.

    f) Record drawings prepared by the Borrower's project engineer or a letter from the owner certifying receipt and acceptance of the record drawings.

    g) Complete and legally effective releases or waivers (satisfactory to the Borrower) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished thereunder. In lieu thereof and as approved by the Borrower, contractor(s) may furnish receipts or releases in full an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Borrower or its property might in any way be responsible,

    have been paid or otherwise satisfied.

h) A written consent of the surety, if any, to final payment; and

i) Borrower's ledger sheets including all payments made by the Borrower may be requested with the final disbursement request and before the final disbursement request can be processed by NMED.

j) Verification to NMED of FSP and written certification that a FSP is in place.

15. The Borrower must ensure that each procurement contract contain the following term and condition: The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of the contract which may result in the termination of the contract or other legally available remedies.

16. The Borrower shall require the Contractor of the Project to post a performance and payment bond approved by NMED in the amount of the bid.

17. Bid tabulation and supporting documents (Contract Documents) shall be prepared and furnished to NMED within fifteen (15) days of bid opening. The Borrower shall not proceed with construction of the Project until NMED has approved the Contract Documents.

18. Any change order to the Project construction contract which results in a change to the Project's contract amount, scope of work, or schedule must be approved by NMED.

19. Borrower agrees to implement environmental recommendations that will be supplied by NMED prior to final Plan approval.

20. The Borrower must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to NMED for review prior to advertising for construction. The Borrower must certify in writing that this has been done prior to the award of the construction contract. A site certificate addressing the property upon or through which the facility is being constructed and prepared by theBorrower's attorney is required.

21. The Borrower agrees to obtain a single audit annually from an Independent Professional Auditor.

22. The Borrower shall achieve Project Completion by the end of the loan agreement term. Project Completion means the date the operations of the completed works are initiated or capable of being initiated, whichever is earlier. This also applies to individual phases or segments.

23. If the Borrower is unable to complete the project by the loan termination date, the Borrower must notify NMED at least 30 days prior to the loan termination date, otherwise, NMED may terminate this Agreement or may withhold Funds. If NMED terminates this Agreement, the Borrower shall refund any Funds disbursed to the Borrower by NMED within ninety (90) days of termination.

V. General Conditions:

A. This Agreement is made pursuant to and in accordance with the provisions of the Wastewater Facility Construction Loan Act, NMSA 1978, § 74-6A-1 et seq., as amended, the New Mexico Water Quality Control Commission Regulations,
20.7.5 NMAC, and the New Mexico Environment Department Regulations, 20.7.6 –20.7.7 NMAC.

B. Pursuant to the Ordinance of the Borrower, the Borrower is authorized to enter into this Agreement and the Final Loan Agreement and to execute and deliver an Interim Promissory Note and Final Promissory Note. The terms of the Ordinance and Interim Promissory Note are incorporated as part of this Agreement as though fully set forth in this Agreement.

C. For the purposes of this Agreement, NMED's inspection, review and approval of the Project are only for the purposes of determining compliance with applicable State regulations. NMED approval shall not be interpreted as any warranty or guarantee. Approval of the plans and design of the Project means only that plans are complete. NMED will bring to the Borrower's attention any obvious defects in the Project's design, materials, or workmanship, but all such defects and their correction shall be the responsibility of the Borrower and its contractors. Any questions raised by NMED shall be resolved exclusively by the Borrower and its contractors, who shall remain responsible for the completion and success of the Project.

D. The Borrower warrants, represents and agrees that it, and its contractors,

subcontractors, employees, and representatives will comply with all applicable State and Federal laws and regulations, and the requirements set forth in this Agreement or any amendment to the Agreement.

E. If the Borrower seeks additional funding from any other entity for the Project, the Borrower agrees that the Borrower is solely responsible for satisfying any requirements arising as a result of funding from that other entity.

F. The Borrower warrants that the internal financial statements provided to NMED by the Borrower for approval of the loan do not contain false material statements, representations, certifications, or omissions of material fact.

G. The Borrower shall submit all future audited financial reports to the State Auditor as required by the State Auditor's Rules.

H. The proceeds of the loan shall be used for the Project and for no other purpose. Unallowable uses of the proceeds of the loan include but are not limited to paying administrative expenses (including applications for funding), costs of Borrower employees, late fees, interest, or penalties. Those costs shall be paid by the Borrower.

I. The parties agree that allowable costs will be limited to those costs that arenecessary, reasonable, and related to the efficient achievement of the objectives of this Agreement. The Borrower must justify all expenditures for which it requests reimbursement, according to accepted NMED criteria and procedures. NMED may withhold reimbursement of any item or expenditure and may reclaim improperly documented reimbursement until the Borrower provides sufficient justification. NMED may not disburse any loan funds if the Borrower fails to adhere to the schedule described in Section IV. above.

J. For any phase of the Project which requires National Environmental Policy Act (NEPA) review, NMED shall not disburse any funds for that phase until a NEPA review is completed.

K. The Borrower agrees to abide by all required Equal Employment Opportunity laws, both State and Federal.

L. The Borrower agrees that it will take affirmative action to ensure that the Project is constructed in compliance with Federal and State occupational health and safety laws and that inspectors authorized by NMED's Occupational Health and Safety Bureau will be given free access to the Project sites.

M. The Borrower agrees to make all fiscal records related to the Project available to NMED, the United States Environmental Protection Agency, the United States General Accounting Office (GAO), and the State Auditor for inspection and audit.

N. The obligations of the Borrower under the Agreement are the special limited obligations of the Borrower as set forth in the Agreement and the Note. The Agreement and the Note shall not constitute indebtedness or debt within the meaning of any constitutional, charter or statutory provision, or limitation, nor shall the Agreement and Note be considered or held to be a general obligation of the Borrower. The obligations of the Borrower under the Agreement and Note are payable and collectible solely out of the Pledged Funds as defined in the Agreement, and NMED or any other holders of the Agreement or Note may not look to any general or municipal fund for the payment due on the Agreement or Note.

O. The Borrower agrees to operate and maintain the Project so that the Project will function properly over the structural and material design life of the Project.

P. The loan will not be used by the Borrower on any project constructed in fulfillment, in whole or in part, of requirements made of a subdivider by the provisions of the Land Subdivision Act, NMSA 1978, § 47-5-1 to 47-5-8 NMSA 1978.

Q. The Borrower understands and agrees that the Project is subject to Federal and State regulations and acceptance of any disbursement pursuant to the Agreement constitutes an agreement by the Borrower that the amounts have been properly accounted for and expended in accordance with applicable Federal and State regulations.

R. The Borrower agrees to maintain separate Project accounts in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB) including standards relating to the reporting of infrastructure assets. If requested by NMED, the Borrower shall conduct an audit of the financial records pertaining to the Project.

VI. Covenants:

Attachment 1 (Covenants and Provisions Applicable to Net Environmental Services Division Revenue Debt Obligations ("System Covenants")) is hereby incorporated hereinbelow and shall be controlling in the event of inconsistency between the System Covenants and the following covenants, but only to the extent of such inconsistency.

A. (i) Disbursements (payment of loan funds) to the Borrower made pursuant to the Agreement will be available on and after the date of the execution of

the Agreement and Note if the Borrower is compliant with the Conditions and Covenants of the Agreement. Disbursements will be made only for actual costs incurred by the Borrower to plan, design, construct or acquire the Project, or any phase thereof. The Borrower shall request disbursements on forms acceptable to NMED on at least a quarterly basis and such requests shall be prepared by and certified by the Borrower. All disbursements to the Borrower will be made in accordance with applicable Federal and State regulations. Eligible planning, design and associated pre-building costs that are within the scope of the project and were incurred prior to signing the Agreement are payable under the Agreement and shall be submitted for reimbursement immediately upon execution of the Agreement. Interim disbursements will be made as the work progresses. Interim disbursement requests shall be submitted by the Borrower within ninety (90) days after the liability of the Borrower was incurred as evidenced by the date of the invoice for which disbursement is being requested. NMED shall use commercially reasonable efforts to disburse loan proceeds, or to notify Borrower that the disbursement request is incomplete or otherwise unsatisfactory, within 10 business days after receiving a disbursement request from Borrower.

(ii) NMED will compensate Borrower for the actual and reasonable costs of employing personnel (which may be a current employee of Borrower) tasked with assisting Borrower in preparing, documenting and submitting disbursement requests, and working with NMED to resolve issues relating thereto ("Disbursement Request Administration"). Reimbursement of the Borrower by NMED for the Borrower's actual and reasonable costs of employing such personnel is conditioned on the Borrower providing reasonably detailed, contemporaneous time records describing the activities of such personnel in connection with Disbursement Request Administration as part of each disbursement request. [Such costs [will] [will not] be paid from loan proceeds.]

B. The Borrower shall not sell, lease, or transfer any property related to the Project except as permitted by the Ordinance/Resolution, as amended, and supplemented.

C. The Borrower shall not obligate the Pledged Funds for this Agreement except as set forth in the Ordinance/Resolution as adopted at the time of execution of the Agreement.

D. The Borrower hereby irrevocably agrees that the Borrower has fixed and collected, or will fix and collect, adequate rates, fees, and other charges for

the use of the System (as defined in the Ordinance/Resolution) which will be sufficient to satisfy the Agreement and the Note.

E. If the pledged funds shall prove insufficient to produce the Repayments set forth herein and in the Interim and Final Promissory Note, the Borrower agrees to adjust and increase such rates, fees, and charges in the manner authorized by law to provide funds sufficient to produce the repayment of the loan set forth herein and in the Interim and Final Promissory Note.

F. The Borrower shall not provide any free services of the Environmental Services Division System. The Borrower shall, to the full extent permitted by law, collect payment for Environmental Services Division services provided. The Borrower shall notify NMED should delinquent users impact their ability to service this agreement as defined.

G. The Borrower shall maintain property, liability and fidelity insurance coverage on the Project as required by NMED and provide written proof of such insurance coverage to NMED.

H. The following shall constitute an event of default under the Agreement:

1. The failure by the Borrower to pay the annual payment on the repayment of the loan set forth in the Agreement and Interim and Final Promissory Notes when due and payable either at maturity or otherwise or

2. Default by the Borrower in any of its covenants or conditions set forth under the Agreement (other than a default set forth in the previous clause of this section) for 60 days after NMED has given written notice to the Borrower specifying such default and requiring the same to be remedied.

I. Upon occurrence of an event of default:

1. The entire unpaid amount of the Agreement and Interim and Final Promissory Note may be declared by the NMED to be immediately due and payable, and the Borrower shall pay the amounts due under the Agreement and Interim and Final Promissory Note from the Pledged Funds, either immediately or in the manner required by NMED in its declaration.

2. If the event of default is under clause one of Subsection H, NMED is authorized to set Environmental Services Division Services user rates in the area of the Borrower's jurisdiction in order to provide sufficient

money for repayment, on scheduled due dates of the loan and proper operation and maintenance of the Environmental Services Division System. Funds sufficient to provide for repayment, on scheduled due dates of the loan and proper operation and maintenance of the Environmental Services Division System shall be identified through a rate- setting analysis that will ensure enough revenue to cover yearly expenses and emergencies, a reserve fund for non-major capital items and equitable pay for staff. The rate-setting analysis may be reviewed and changed on a yearly basis if necessary.

3. If default by the Borrower is of covenants or conditions required under the Agreement, the Borrower may be required to refund the amount of the loan disbursed to the Borrower from NMED.

4. NMED shall have no further obligation to make disbursements to the Borrower under the Agreement and may pursue any other appropriate remedies.

J. NMED retains the right to seek enforcement of the terms of the Agreement. If the parties cannot reach agreement regarding disputes as to the terms and conditions of this Agreement, such disputes are to be resolved in the district court of Santa Fe County. The parties agree that the district court for

Santa Fe County shall have exclusive jurisdiction over the parties and the subject matter of this Agreement and waive the right to challenge such jurisdiction.

K. This Agreement, the Ordinance/Resolution and the Note incorporate all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement, the Ordinance/Resolution, and the Note. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement, the Ordinance/Resolution, and the Note.

L. This Agreement shall be binding upon and inure to the benefit of the Borrower, NMED and their respective successors. The rights and obligations under the Agreement and Interim and Final Promissory Note may not be assigned by the Borrower.

M. No change shall be made to the Agreement or the Interim and Final Promissory Note except in writing singed by NMED and the Borrower.

CWSRF FEDERAL REQUIREMENTS: APPLIES TO ALL PROJECTS

New Mexico CWSRF Loan Agreement Provision LA 1: Anti-Discrimination Laws (Super Cross- Cutters)

All recipients of CWSRF financial assistance are required to comply with the following provisions:

Civil Rights Laws (i.e., Super Crosscutters)

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. § 1251
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794
- The Age Discrimination Act of 1975, 42 U.S.C. § 6102

These four 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 financial assistance. All recipients of CWSRF financial assistance must agree, and required their contractors and subcontractors to agree, not to discriminate on the basis of race, color, national origin, sex, disability or age.

New Mexico CWSRF Loan Agreement Provision LA2: Generally Accepted Governmental Accounting

All recipients of CWSRF financial assistance (Assistance Recipients) are required to comply with the following provisions:

Section 602(b)(9) of the Federal Water Pollution Control Act (FWPCA) states:

(9) the State will require as a condition of making a loan or providing other assistance, as described in section 603(d) of this Act, from the fund that the recipient of such assistance will maintain project accounts in accordance with generally accepted government accounting standards, including standards relating to the reporting of infrastructure assets

The most recent applicable standard is GASB Statement No. 34 (GASB 34), issued in June 1999, which details governmental reporting requirements including standards for reporting of infrastructure assets. Further details on the requirements, as well as the full text of GASB 34, can be obtained through the GASB. CWSRF assistance recipients that follow GAAP standards other than GASB 34 are still required to maintain project accounts according to GAAP and apply GAAP standards for reporting on infrastructure assets.

Pursuant to Section 602(b)(9) of the FWPCA, all CWSRF Assistance Recipients must agree to maintain project accounts according to Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), using standards relating to the reporting of infrastructure assets.

New Mexico CWSRF Loan Agreement Provision LA13: Useful Life Requirement

All recipients of CWSRF financial assistance are required to comply with the following provisions:

Section 603(d)(1)(A) of the Clean Water Act (as amended) restricts the terms of CWSRF loans to the lesser of 30 years or the useful life of the project. All applicants for CWSRF financial assistance agree to provide an engineer's estimate of the useful life of project components to be funded by the CWSRF.

New Mexico CWSRF Loan Agreement Provision LA14 Office of Inspector General Posting

The US Environmental Protection Agency requires that contracts exceeding $1,000,0000 prominently display the Office of the Inspector General Hotline poster within contractor work areas and facilities where work is performed.

Posters may be obtained at: https://www.epa.gov/office-inspector-general/poster-report-fraud-waste-and-abuse-epa-oig-hotlineThe parties have executed this Agreement on the dates set forth by their respective names.

LA 18 Cost and Effectiveness—Government Requirement

Under the Federal Water Pollution Control Act (FWPCA) section 602(b)(13), the CWSRF program requires that all assistance recipients certify that they have conducted the studies and evaluations described in 602(b) (13 (A) and (B) herein referred to collectively as a cost and effectiveness analysis. The statute requires that a cost and effectiveness analysis involve, at a minimum:

- the study and evaluation of the cost and effectiveness of the processes, materials, techniques, and technologies for conducting the proposed project or activity for which assistance is sought under this title; and
- the selection, to the maximum extent practicable, of a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation, considering—
    - the cost of constructing the project or activity.
    - the cost of operating and maintaining the project or activity over the life of the project or activity; and
    - the cost of replacing the project or activity.

CWSRF FEDERAL REQUIREMENTS: APPLIES ONLY TO TREATMENT WORKS PROJECTS

(UV Disinfection and Sewer Line Repair):

AMERICAN IRON AND STEEL (AIS) REQUIREMENTS

The Federal Water Pollution Control Act (P.L. 92-500) Section 608 requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works.

The Act states:

> SEC. 608. REQUIREMENTS.
> *(a)* IN GENERAL.—Funds made available from a State water pollution control revolving fund established under this title may not be used for a project for the construction, alteration, maintenance, or repair of treatment works unless all of the iron and steel products used in the project are produced in the United States.
> *(b)* DEFINITION OF IRON AND STEEL PRODUCTS.—In this section, the term `iron and steel products' means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, construction materials.
> *(c)* APPLICATION.—Subsection (a) shall not apply in any case or category of cases in which the Administrator finds that—
>
> (1) applying subsection (a) would be inconsistent with the public interest.
> (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
> (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.
>
> *(d)* WAIVER.—If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public, on an informal basis, a copy of the request and information available to the Administrator concerning the request and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet site of the Environmental Protection Agency.
> *(e)* INTERNATIONAL AGREEMENTS.—This section shall be applied in a manner consistent with United States obligations under international agreements.
> *(f)* MANAGEMENT AND OVERSIGHT.—The Administrator may retain up to 0.25 percent of the funds appropriated for this title for management and oversight of the requirements of this section.
> *(g)* EFFECTIVE DATE.—This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that

agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of enactment of the Water Resources Reform and Development Act of 2014.

AMERICAN IRON AND STEEL (AIS) GUIDANCE

The following guidance excerpt has been provided from EPA:

(Complete guidance may be downloaded from: https://www.epa.gov/cwsrf/state-revolving-fund- american-iron-and-steel-ais- requirement)

Covered Iron and Steel Products

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:
Lined or unlined pipes or fittings;
Manhole Covers.
Municipal Castings (defined in more detail below),
Hydrants.
Tanks;
Flanges.
Pipe clamps and restraints; Valves.
Structural steel (defined in more detail below);
Reinforced precast concrete; and
Construction materials (defined in more detail below).

12) What does the term 'primarily iron or steel' mean?

'Primarily iron or steel' places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem coupling, valve, seals, etc.).
However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product

be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does 'produced in the United States' mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example, trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of 'municipal castings?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches;
Ballast Screen.
Benches (Iron or Steel);
Bollards.
Cast Bases.
Cast Iron Hinged Hatches, Square and
Rectangular; Cast Iron Riser Rings.
Catch Basin Inlet;
Cleanout/Monument Boxes;
Construction Covers and Frames;
Curb and Corner Guards.
Curb Openings.
Detectable Warning Plates;
Downspout Shoes (Boot,
Inlet).
Drainage Grates, Frames and Curb Inlets;
Inlets.
Junction
Boxes.
Lampposts.
Manhole Covers, Rings and Frames, Risers,
Meter Boxes.
Service Boxes.
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings.
Trash
receptacles;
Tree Grates.
Tree Guards;
Trench Grates;
and
Valve Boxes, Covers and Risers.

20) What is 'structural steel'?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a 'construction material' for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical

components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a 'construction material' for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system. The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters,
heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

<u>Certification and Compliance</u>

NMED Form #C4 "American Iron and Steel (AIS) Certification" must be executed and included in the bid package. Failure to complete the certification will result the bid being returned. The contractor will

supply to the loan recipient manufacturers' certifications for each iron and steel item documenting/asserting that all manufacturing processes occurred in the United States. Such certifications will be submitted with shop drawings.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework is described in the guidance document found at: https://www.epa.gov/cwsrf/american-iron-and-steel-requirement-waiver-process

Approved and denied waivers may be reviewed at: https://www.epa.gov/cwsrf/american-iron-and- steel-requirement-approved-project-waivers and https://www.epa.gov/cwsrf/american-iron-and- steel-requirement-withdrawn-or-denied-waivers

De Minimis Materials Waiver

The EPA has granted a nationwide waiver of the AIS requirements of the Consolidated Appropriations Act under the authority of Section 436(b)(1) (public interest waiver) for de minimis incidental components of eligible infrastructure projects. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the total materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the total materials used in and incorporated into a project. Contractors who wish to use this waiver should determine the costs of all items installed or supplied for the project. The contractor must retain relevant documentation (i.e., invoices) for each of these items in their project files and must summarize the

items in monthly draw requests to the owner: the total cost of all materials, the total cost of "incidental" materials, and the calculations by which they determined the percentage of incidental products installed or supplied for the project. None of the products specifically listed as "Covered Iron and Steel Products" are incidental, nor are the products identified in detail in the technical specifications.

New Mexico CWSRF Loan Agreement Provision LA9 Environmental Review Requirements

The Federal Water Pollution Control Act section 511(c)(1) applies the National Environmental Policy Act (NEPA) to assistance for the construction of treatment works. All CWSRF-funded projects involving the construction of treatment works, regardless of the source of the funding, must undergo an environmental review following the procedures in NMED's State Environmental Review Process.

Assistance recipients ("sub-recipients") for CWSRF-funded treatment works projects are required to comply with Section 513 of the Federal Water Pollution Control Act (P.L. 92-500, as amended by the Water Resources Reform and Development Act of 2014) requiring all laborers and mechanics employed by contractors working on treatment works to be paid prevailing wages as determined by the Secretary of Labor. It is considered a Davis-Bacon related Act.

DAVIS-BACON REQUIREMENT (GOVERNMENTAL ENTITIES)

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the Water Resources Reform and Development Act of 2014 (WRRDA), DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund. If a sub-recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub-recipient must discuss the situation with NMED before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub-recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub-recipient shall monitor https://beta.sam.gov/ weekly to ensure that the wage determination contained in the solicitation remains current. The sub-recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub-recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub-recipient.

(ii) If the sub-recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub-recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub-recipient shall monitor https://beta.sam.gov/ on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub-recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub-recipient shall insert the appropriate DOL wage determination from https://beta.sam.gov/ into the ordering instrument.

(c) Sub-recipients shall review all subcontracts subject to DB entered into by prime contractors to verify

that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub-recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub-recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub-recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub-recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub-recipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or -FY 2014 Water Resource Reform and Development Act, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub-recipients may obtain wage determinations from the U.S. Department of Labor's web site,

www.dol.gov.

(ii)(A) The sub-recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub-recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub-recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably

anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) Withholding. The sub-recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub-recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub-recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for

this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub-recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3.

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work

they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until

an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub-recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii)The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of $100,000.

(a) Contract Work Hours and Safety Standards Act. The sub-recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub-recipient**,** upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub-recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub-recipient shall insert in any such contract a clause providing hat the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub-recipient shall periodically interview a sufficient number of employees entitled to DB

prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub-recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub-recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub-recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub-recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The sub-recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub-recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub-recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub-recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub-recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub-recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub-recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

DAVIS-BACON REQUIREMENT (NON-GOVERNMENTAL ENTITIES)

Under these terms and conditions, the sub-recipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2014 Water Resource Reform and Development Act, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund. If a sub-recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub-recipient must discuss the situation with NMED before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub-recipients must obtain proposed wage determinations for specific localities at https://beta.sam.gov/. After the Sub-recipient obtains its proposed wage determination, it must submit the wage determination to the **New Mexico Environment Department Construction Programs Bureau** ((505)-469-3459) for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.)

(b) Sub-recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub-recipient shall monitor https://beta.sam.gov/. on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The sub-recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub-recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub-recipient.

(ii) If the sub-recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub-recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub-recipient shall monitor https://beta.sam.gov/ on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the sub-recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub-recipient shall insert the appropriate DOL wage determination from https://beta.sam.gov/ into the ordering instrument.

(d) Sub-recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub-recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub-recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub-recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the

contract or ordering instrument by change order. The sub-recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub-recipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2014

(b) Water Resource Reform and Development Act -, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub-recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub-recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub-recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub-recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) Withholding. The sub-recipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any

other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub-recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub-recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub-recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the

Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3.

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer

and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the

Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii)Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Sub-recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. **4. Contract Provision for Contracts in Excess of $100,000.**

(a) Contract Work Hours and Safety Standards Act. The sub-recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub-recipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub-recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years

from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub-recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub-recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub-recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub-recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub-recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub-recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c). The sub-recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub- recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the sub-recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub-recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub-recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The sub-recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub-recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

New Mexico CWSRF Loan Provision LA15 Fiscal Sustainability Plan

	Fiscal Sustainability Plan Requirement	LA15

The 2014 Clean Water Act amendments require recipients of CWRF loans for projects involving a publicly owned treatment works to certify that they have developed and implemented a Fiscal Sustainability Plan (FSP) or another plan that meets minimum requirements, or that they will prepare an FSP. The minimum required elements for an FSP are listed in Section 603(d)(1)(E) of the Clean Water Act. Loan recipients shall develop and implement a FSP that includes the following:

- An inventory of critical assets that are part of the system. Critical assets are those that are necessary for sustained system performance.
- An evaluation of the condition and performance of critical assets.
- A plan for maintaining, repairing and replacing critical assets and for funding those activities.
- An evaluation and implementation plan for water and energy conservation.

The FSP requirement applies to all publicly owned treatment works construction or design/ construction projects funded in-part or in-full of State Revolving Fund (SRF) loans. The FSP must cover the entire project for which SRF funding is provided.

At the completion of the project, the loan recipient can:

Certify that a Fiscal Sustainability Plan (FSP) has been developed and implemented that meets the minimum required elements listed above. The FSP certification statement must be submitted before a final loan agreement is executed. The FSP will be available for NMED review during a site visit or inspection.

Agree to develop and implement a Fiscal Sustainability Plan (FSP) that will meet the minimum required elements listed above. The certification statement must be submitted before a final loan agreement is executed. The FSP must be completed prior to final disbursement. The FSP will be available for NMED review during a site visit or inspection.

By executing this Agreement, the undersigned represents authorization to act on behalf of the Recipient.

BY:

_____

Signature of duly authorized Recipient Official City of Santa Fe

_____

Print Name

_____

Title

_____

Date

Issued and administered by:

New Mexico Environment Department
Wastewater Facility Construction Loan Program
Clean Water State Revolving Loan Fund

BY: _____

Constructions Programs Bureau, Bureau Chief
Signed pursuant to February 19, 2024, Secretary of Environment Delegation Order

ATTACHMENT 1

COVENANTS AND PROVISIONS APPLICABLE
TO NET ENVIRONMENTAL SERVICES DIVISION OBLIGATIONS ('SYSTEM OBLIGATIONS")

Bracketed section references refer to the corresponding sections in Ordinance No. 2017-5, adopted by the Governing Body of the City of Santa Fe on March 29, 2017 ("Ordinance No. 2017-5").

Section 1. Definitions.

"Agreement" means this Clean Water State Revolving Loan Fund Interim Loan Agreement made by NMED (as defined below) to the City of Santa Fe, in the principal amount of $20,000,000, as a portion of the Funding Package consisting of $151,000,0000 total Loan at 0.01%, secured by a subordinate lien on the Net Revenues of the City of Santa Fe Environmental Services Division , and shall include the Final Loan Agreement at the time that the Final Debt Service Schedule has been provided by NMED.

"Agreement Debt Service Account" means the account of the Debt Service Fund established and maintained by the City in Section 2 hereof for the deposit of Pledged Revenues in amounts sufficient to make timely payments of the debt service requirements of this Agreement.

"Aggregate Annual Debt Service Requirement" means the total principal, interest, and premium payments, if any, due and payable pursuant to the 2017 NMFA Loan Agreement and on all Superior Obligations and Parity Subordinate Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

"Authorized Officer" means the City's Mayor, Manager, Finance Director and Treasurer, or other officer or employee of the City when designated by a certificate signed by the Mayor of the City from time to time.

"Governing Body" or "Council" means the City Council of the City, its governing body.

"Gross Revenues" means all income and revenues directly or indirectly derived by the City from the operation and use of the System, or any part of the System, and includes, without limitation, all revenues received by the City, or any municipal corporation or agency succeeding to the rights of the City, from the System.

"Historic Test Period" means any period of 12 consecutive months out of the 24 calendar months next preceding the delivery of additional Parity Bonds.

"Income Fund" or "Environmental Services Division Enterprise Fund" means the "City of Santa Fe Environmental Services Division Gross Income Fund" which is authorized to be continued in Section 2 hereof.

"Independent Accountant" means (i) the State Auditor and any accountant working under the supervision and control of the State Auditor, and (ii) any certified public accountant, registered accountant or firm of accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the City who (a) is, in fact, independent and not under the domination of the City, (b) does not have any substantial interest, direct or indirect, with the City, and (c) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make annual or similar audits of the books or records of the City.

"NMSA" means New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

"Net Revenues" means Gross Revenues after deducting Operation and Maintenance Expenses.

"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.

"Obligations" means bonds, notes or any other instrument which evidences a borrowing or other obligation of the City, including Qualified Exchange Agreements, secured by Net Revenues, issued or incurred for any purpose permitted by the Act or the Exchange Act, as amended from time to time.

"Operation and Maintenance Fund" means the "City of Santa Fe Environmental Services Division Operation and Maintenance Fund" authorized hereby.

"Outstanding Obligations" or "Outstanding System Obligations" means, collectively, Outstanding Superior Obligations and Outstanding Subordinate Obligations.

"Outstanding Superior Bonds" means the 2017 NMFA Loan Agreement and such other System Obligations as may be issued from time to time with a lien on Net Revenues on parity with the lien thereon of the 2017 NMFA Loan Agreement.

"Outstanding Parity Subordinate Obligations" means System Obligations with a lien on Net Revenues subordinate to the lien thereon of Superior Obligations, including, without limitation, this Agreement.

"Pledged Revenues" means Net Revenues of the System.

"Rate Stabilization Fund" means the Rate Stabilization Fund for System Bonds established in Section 2 herein.

"Rebate Fund" means a Rebate Fund that may be established by the City in connection with for System Bonds the interest on which is intended to be excludable from gross income for federal tax purposes.

"Replacement Fund" means the Replacement Fund established in Section 2 hereof.

"Subordinated Bonds" means all bonds and other obligations of the City hereafter issued with a lien on the Net Revenues subordinate to the lien of Superior Bonds on the Net Revenues and on parity wit the lien of Subordinate Bonds.

"System" means the municipally owned public utility designated as the City's Environmental Service Division, consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the Environmental Services Division, and used in connection therewith or relating thereto, and any other related activity or enterprise of the City designated by the Council as part of the Environmental Services Division, whether situated within or without the limits of the City.

"System Bonds" or "System Obligations" means the 2017 NMFA Loan Agreement, additional Parity Bonds, Subordinated Bonds, and other similar obligations payable solely or primarily from Net Revenues which may from time to time be issued by the City.

"2017 NMFA Loan Agreement" means Loan Agreement 3664-PP by and between the New Mexico Finance Authority, as lender, and the City, as borrower, dated May 5, 2017 in an original principal amount of $1,300,582."

Section 2. Establishment or Continuation of Funds and Accounts. The City hereby establishes or continues the following funds:

(a) The "City of Santa Fe Environmental Services Division Acquisition Fund" is hereby established and shall be maintained by the City for deposit or crediting of proceeds of System Obligations and applied to costs of improvements to the System.

(b) The "City of Santa Fe Environmental Services Division Debt Service Fund" is hereby established and shall be maintained by the City for the deposit of Pledged Revenues in amounts sufficient to make timely payments of the Debt Service Requirements of this Agreement Outstanding Parity Obligations, and Outstanding Subordinate Obligations, if any.

(c) The "City of Santa Fe Environmental Services Division Income Fund" is hereby continued and shall be maintained by the City for deposit of the Gross Revenues of the System.

(d) The "City of Santa Fe Environmental Services Division Operation and Maintenance Fund" is hereby established and shall be maintained by the City for the payment of Operation and Maintenance Expenses.

(e) The "City of Santa Fe Environmental Services Division Replacement Fund" is hereby established and shall be maintained by the City for the purposes set forth in Section 5 hereof.

(f) The "City of Santa Fe Environmental Services Division Rate Stabilization Fund" is hereby established and shall be maintained by the City and used as provided in Section 6 hereof.

Section 3. Use of Gross Revenues. Use of Gross Revenues. As long as any System Bonds are Outstanding, all Gross Revenues shall be deposited in the Income

Fund and transferred from that Fund to the following funds and accounts or for payment of the following amounts in the order listed:

(a) Operation and Maintenance Expenses. A sufficient amount of Gross Revenues shall be set aside each month into the Operation and Maintenance Fund to be used to pay the current Operation and Maintenance Expenses as they become due.

(b) Debt Service Requirements of Superior Obligations. Net Revenues shall be transferred to the Debt Service Account established for each series of Outstanding Superior Bonds in approximately equal amounts each month to provide an amount sufficient to pay Debt Service Requirements on such series of Superior Bonds as they become due.

(c) Subsequent to the payments required by the outstanding Superior Obligations, any balance remaining in the Income Fund, after making the payments hereinabove provided, shall be used by the City for the payment of interest on and the principal of this Agreement and all other Outstanding Parity Subordinate Obligations or other obligations, if any, having a lien on any of the Pledged Revenues subordinate to the lien thereon of Superior Obligations hereafter authorized, issued and payable from the Net Revenues, as the same become due. So long as this Agreement remains outstanding, either as to principal or interest or both, the following payments shall be made monthly from Net Revenues on a parity with the payments required by the outstanding Parity Subordinate Obligations:

(i) Agreement Debt Service Account Payments.

The following amounts shall be withdrawn from the Income Fund (and on parity with other outstanding Parity Subordinate Obligations), and shall be concurrently credited to the Agreement Debt Service Fund (unless the City determines that such amounts shall be withdrawn from such funds in some other order):

(aa) Monthly, commencing on the first day of the month immediately succeeding the delivery of the final debt service schedule for the Agreement, an amount in equal monthly installments necessary, together with any other moneys therein and available therefor, to pay the next maturing installment of interest on the Agreement, and monthly thereafter, commencing on each Interest Payment Date, one-sixth (1/6) of the amount necessary to pay the next maturing installment of interest on the Agreement.

(bb) Monthly, commencing on the first day of the month immediately succeeding the delivery of the final debt service schedule for the Agreement, an amount in equal monthly installments necessary, together with any other moneys therein and available therefor, to pay the next maturing installment of principal of the Agreement, and monthly thereafter, commencing on each principal payment date, one-twelfth (1/12) of the amount necessary to pay the next maturing installment of principal on the Agreement.

(ii) Concurrently with Agreement Debt Service Account Payments described in subparagraph (1) above, Net Revenues shall be credited to the Debt Service Funds for Outstanding Parity Subordinate Obligations (unless the City determines that such amounts shall be withdrawn from such funds in some other order):

(aa) Monthly, commencing on the first day of the month immediately succeeding the delivery of the Parity Subordinate Obligations, an amount in equal monthly installments necessary, together with any other moneys therein and available therefor, to pay the next maturing installment of interest on the Parity Subordinated Obligations, and monthly thereafter, commencing on each Interest Payment

Date, one-sixth (1/6) of the amount necessary to pay the next maturing installment of interest on the Parity Subordinate Obligations.

(bb) Monthly, commencing on the first day of the month immediately succeeding the delivery of the Parity Subordinate Obligations, an amount in equal monthly installments necessary, together with any other moneys therein and available therefor, to pay the next maturing installment of principal of the Parity Subordinate Obligations, and monthly thereafter, commencing on each principal payment date, one-twelfth (1/12) of the amount necessary to pay the next maturing installment of principal on the Parity Subordinate Obligations.

If, prior to any interest payment date or principal payment date, there has been accumulated in the Debt Service Fund the entire amount necessary to pay the next maturing installment of interest or principal, or both, the payment required in subparagraphs (b), (c)(i) and (c)(ii) of this Section (whichever is applicable), may be appropriately reduced and the required monthly amounts again shall be so credited to such account commencing on such interest payment date or principal payment date (whichever is applicable).

(d) Reserve Account. Net Revenues shall be transferred to the Reserve Account for each series of Superior Bonds with a Reserve Requirement each month to the extent that deposits are required to be made as a result of any draws on a Reserve Account Insurance Policy or deficiency in the Reserve Requirement for a series of Superior Bonds.

(e) Subordinated Bonds. Subsequent to the payments required by Outstanding Superior Bonds, Net Revenues shall be transferred to such funds and accounts as may be established by Supplemental Ordinance with respect to one or more series of Subordinated Bonds, including this Agreement, and used to pay Debt Service Requirements on Subordinated Bonds and to fund any Reserve Requirement for Subordinated Bonds.

(f) Replacement Fund. While any Parity System Obligations are Outstanding, money on deposit in the Replacement Fund shall be used only (i) for replacement costs and capital improvements to the System, (ii) for extraordinary charges relating to the financing or refinancing of the System, and (iii) to purchase or otherwise defease, or provide for defeasance of, Outstanding Obligations payable from Net Revenues.

(g) Rate Stabilization Fund. At the option of the City, Net Revenues may be transferred to the Rate Stabilization Fund to be used for the purposes for which Gross Revenues may be used.

(h) Surplus Net Revenues. Net Revenues shall be retained in the Income Fund or used for any other lawful System purpose including, but not limited to, redeeming or purchasing System Bonds or paying costs and expenses of the City relating to the administration of System Bonds but shall not be transferred to the general fund of the City except for Operation and Maintenance Expenses owed by the System to the City and except for taxes, payments in lieu of taxes, franchise fees, surcharges, assessments and other municipal or governmental charges of the City lawfully levied or assessed upon the System.

(i) Accumulation of Revenues. Gross Revenues need not be retained for any use or in any fund or account described in this Section 18.01 in excess of the Gross Revenues required for any current use or deposit. For the purposes of this subparagraph, the term current shall mean the month during which the Net Revenues are being distributed and the immediately following period until the next payment date for Debt Service Requirements on System Bonds.

Section 4. Termination Upon Deposits to Maturity. No payments need be made into the Debt Service Account or Reserve Account for a series of System Bonds if the sum of the amounts in that Debt Service Account and Reserve Account (without regard for the coverage available under any Reserve Account Insurance Policy) is not less than the Debt Service Requirements due and to become due on and before the final maturity date of that series of System Bonds, both accrued and not accrued, and all proceeds paid under any Reserve Account Insurance Policy and Bond Insurance Policy for that series of System Bonds have been reimbursed and all amounts owed to the providers of such policies have been paid in full. Unless otherwise provided in the Supplemental Ordinance applicable to a series of System Bonds, the money retained in those two accounts shall be used only to pay the Debt Service Requirements on that series of System Bonds when due, except that any money on deposit in any such Debt Service Account which is not necessary to pay such Debt Service Requirements shall be used as surplus Net Revenues and any money on deposit in any such Reserve Account which is not necessary to pay such Debt Service Requirements (other than proceeds of Outstanding System Bonds) shall be deposited in the Replacement Fund.

Section 5. Replacement Fund. In addition to Net Revenues, the City shall deposit in the Replacement Fund, all money released from a Reserve Account for a series of System Bonds in excess of the Reserve Requirement for that series pursuant to the ordinance authorizing such series, except for any such excess which is designated for another System purpose by resolution or ordinance of the Council or which is proceeds of Outstanding System Bonds, together with such other moneys from other sources as may be designated by the Council.

While any System Bonds are outstanding, money on deposit in the Replacement Fund shall be used only (i) for replacement costs and capital improvements to the System, (ii) for

extraordinary charges relating to the financing or refinancing of the System, and (iii) to purchase or otherwise defease, or provide for the defeasance of, Outstanding System Bonds.

Section 6. Rate Stabilization Fund. Money on deposit in the Rate Stabilization Fund may be withdrawn at any time and used for any purpose for which Gross Revenues may be used. If deposits to the Rate Stabilization Fund are made by the City from sources of legally available moneys other than Gross Revenues, then such deposits shall be excluded from computations required pursuant to Section 9 hereof.

Section 7. Pro Rata Deposits. If the amount of Net Revenues available for deposit in the Debt Service Fund is not sufficient to pay the entire amount required to be deposited in the Debt Service Accounts and/or Reserve Accounts, the Net Revenues available shall be deposited first in the Debt Service Accounts and then in the Reserve Accounts, in each case, pro rata based upon the amount required to be deposited in each Account to the total Net Revenues available for deposit.

Reimbursements owed to a Bond Insurer, Reserve Account Insurer or provider of another Credit Facility for amounts used to pay Debt Service Requirements on a series of System Bonds shall be paid on the same pro rata basis and with the same priority as are amounts to be deposited in the Debt Service Account or Reserve Account, as applicable, with respect to the applicable series of Parity Bonds (or comparable accounts with respect to a series of Subordinated Bonds).

Section 8. Additional Parity Subordinate Obligations.

No provision of this Agreement shall be construed in such a manner as to prevent the issuance by the City of additional Parity Subordinate Obligations payable from the Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this

Agreement; provided, however, that before any such additional Parity Subordinate Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Subordinate Obligations but including parity refunding bonds and obligations which refund subordinate obligations as provided in Section 9 hereof), it must be determined that:

(a) The City is then current in all of the accumulations required to be made into the Agreement Debt Service Account, the debt service account established in connection with the 2017 NMFA Loan, and the debt service accounts established in connection with any other Outstanding Superior Obligations and Parity Subordinate Obligations.

(b) No default shall exist in connection with any of the covenants or requirements of the Ordinance or this Agreement.

(c) The Pledged Revenues received by or credited to the City for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of the issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing one hundred twenty percent (120%) of the combined maximum Aggregate Annual Debt Service Requirements coming due in any subsequent Fiscal Year on the then Outstanding Parity Subordinate Obligations and the Parity Subordinate Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

(d) A written certification or opinion by the City's Finance Director or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver the Parity Subordinate Obligations proposed to be issued.

(e) No provision of this Agreement shall be construed in such a manner as to prevent the issuance by the City of additional bonds or other obligations payable from the Pledged

Revenues constituting a lien upon such Pledged Revenues (1) on parity with the lien thereon of Outstanding Superior Obligations, or (2) subordinate and junior to the lien of this Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Agreement as permitted by Section 5.6 hereof.

Section 10. Refunding Obligations. The provisions of Section 9 hereof are subject to the following exceptions:

(a) If at any time after the Closing Date, while this Agreement, or any part thereof, is outstanding, the City shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Agreement or bonds to be refunded may not be compelled to surrender this Agreement or their bonds, unless this 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 City'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 (e) of Section 9 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 parity with this Agreement unless:

(i) The outstanding obligations so refunded are Parity Obligations 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 Section 9 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 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 Agreement or the bonds or other obligations of the same issue refunded thereby. If only a part of this 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 refunded obligations and by the outstanding obligations not refunded on and prior to the last maturity date of such unrefunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 9 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 City may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the City 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 Agreement).

Section 11. Superior Obligations Prohibited. As long as Parity Superior Bonds are outstanding, the City shall not issue additional System Bonds having a lien on the Net Revenues prior and superior to the lien of Parity Superior Bonds on Net Revenues.

Section 12. Protective Covenants. The City hereby covenants and agrees with each and every registered owner of Obligations that: Rate Covenant.

(a) Use Charges. The City has established and will continue to charge reasonable rates for services rendered by the City for use of the System taking into account the cost and value of the System, Operation and Maintenance Expenses, proper allowances for depreciation, and the amounts necessary to make debt services payments from Net Revenues of the System. There shall be charged against users, rates and amounts which shall be increased from time to time, if necessary, and which shall produce Gross Revenues sufficient to pay the annual Operation and Maintenance Expenses and one hundred thirty percent (130%) of the Aggregate Annual Debt Service Requirement payable during the then current Fiscal Year.

(b) Efficient Operation. The City will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the Wastewater System as may be necessary or advisable for its economical and efficient operation at all times and to supply reasonable public and private demands for System services within the Service Area.

(c) Records. So long as there are Outstanding System Obligations, proper books of record and account will be kept by the City, 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 Environmental Services Division ; (ii) the revenues separately received from charges by

classes of customers, including but not necessarily limited to classification by Environmental Services Division ; and (iii) a detailed statement of the expenses of the System.

(d) Right to Inspect. The Finance Authority and the Trustee 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.

(e) Audits. The City agrees that, except where the State Auditor of the State performs the audit or where the due date for the audit has been postponed as may otherwise be required by the State Auditor or any other State office or agency with appropriate authority, the City will, within one hundred eighty (180) days following the close of each Fiscal Year, cause an audit of the books and accounts of the System to be made by an Independent Accountant. Each audit of the System shall include those matters determined to be proper by the Independent Accountant. Each audit will be available for inspection by the Finance Authority. The City will provide the holders of Outstanding Obligations with a copy of each audit promptly upon request. All expenses incurred in the making of the audits and reports required by this Section shall be regarded and paid as an Operation and Maintenance Expense.

(f) Billing Procedure. Bills for solid waste collection 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 of the City. The rates and charges due shall be collected in a lawful manner. Solid waste services may be billed jointly with other utilities, provided that each such joint bill shall show separately the solid waste charges.

(g) Charges and Liens Upon System. The City 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 City will not create or permit any lien or charge upon the System or the Gross Revenues except as provided in this Agreement, 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 City 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, except as otherwise provided in the ordinances or agreements of the City authorizing Outstanding System Obligations other than this Agreement.

(f) Insurance. The City 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 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 municipalities which operate Environmental Services Division s. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a fund, company or association in which the City may have a material interest and of which the City 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 City 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, any remainder may be used to redeem Outstanding Obligations or be treated as Gross Revenues.

(g) Alienating System. The Ctu will not sell, lease, mortgage, pledge, or otherwise encumber, or in any manner dispose of, or otherwise alienate, the System, or any part thereof, including any and all extensions and additions that may be made thereto, until all Outstanding System Obligations shall have been paid in full, except that the City may sell any portion of said property which shall have been replaced by other property of at least equal value, or which shall cease to be necessary for the efficient operation of the System, but in no manner nor to such extent as might prejudice the security for the payment of Outstanding System Obligations, provided, however, that in the event of any sale as aforesaid, the proceeds of such sale shall be distributed as Net Revenues of the System as provided herein.

(h) Competent Management. The City shall employ or contract for experienced and competent personnel to manage the System.

(i) Performing Duties. The City will faithfully and punctually perform all duties with respect to the System required by the Constitution and the laws of the State and the ordinances and resolutions of the City, relating to the System, this Agreement, and Outstanding System Obligations, including, but not limited to, making and collecting reasonable and sufficient rates and charges for services rendered or furnished by the System as hereinabove provided.

(j) Other Liens. Other than as disclosed to holders of Outstanding System Obligations, there are no liens or encumbrances of any nature, whatsoever, on or against the System or the revenues derived or to be derived from the operation of the same.

INTERIM PROMISSORY NOTE
($20,000,000 Environmental Services Division Loan)

To the New Mexico Environment Department (NMED)
Clean Water State Revolving Loan Fund (CWSRF)
-also known as-
Wastewater Facility Construction Loan Program

FOR VALUE RECEIVED, the **City of Santa Fe** (Borrower) promises to pay the NMED at:

New Mexico Environment Department
Construction Programs Bureau
1190 S. St. Francis Drive
P.O. Box 5469
Santa Fe, New Mexico 87505

or by electronic funds transfer (EFT)

or at such other place as NMED may hereafter designate in writing, the principal amount of

Twenty Million Dollars ($20,000,000)

or so much of that amount as has been paid by NMED to the Borrower pursuant to the terms of the Interim Loan Agreement (Agreement) or any amendment to the Agreement for CWSRF 140 A-F between NMED and the Borrower plus **0.01% project interest annually** from the date of each respective disbursement annually until paid in full. Effective on the execution of the Agreement.

The principal plus interest due, if applicable, and payable on this Note shall be payable as follows: Principal loaned, and the subsequent interest shall be due and paid according to the Final Promissory Note as described.

Repayment Rate and Schedule

Annual principal and interest payments will commence not later than one year after completion of the project and shall be paid in annual installments due on the anniversary of the first annual installment. A Final Promissory Note will be processed and executed, and the Agreement will be amended and executed as a Final Loan Agreement to reflect the final amount loaned by NMED to Borrower. The principal amount of the Final Promissory Note and Agreement, as amended, will be an amount equal to that loaned and paid to Borrower under this Note.

Source of Repayment

The Borrower is giving a security interest by dedicating the Pledged Funds. The Pledged Funds are defined as **Net Environmental Services Division System Revenue**. Except as stated in the Ordinance, the Pledged Funds have not been pledged to the payment of any outstanding obligations and no other obligations are payable from the Pledged Funds on the date of the Ordinance. The loan will be payable and collectible solely from the Pledged Funds.

Assignment

No assignment by NMED of the right to receive payments under this Note shall affect the Borrower's obligations or rights other than to make payments either by EFT or at the address designated by NMED to the Borrower in writing.

Collection and Default

At the option of NMED, any amount paid by NMED to collect amounts due under this Note or to preserve or protect NMED's rights under the Agreement shall become a part of, and bear interest at the interest rate as set forth in the previous REPAYMENT RATE AND SCHEDULE section above and shall become immediately due and payable by the Borrower to NMED upon demand by NMED. Events of default and remedies upon an event of default as described in the Agreement in COVENANTS are incorporated herein by reference.

Prepayment

The Borrower may prepay all or any part of the principal of this Note without penalty. Extra payments, shall, after payment of interest due, be applied to the reduction of principal. After any prepayment of principal, the Borrower shall continue to pay the amounts listed in the Agreement and Final Promissory Note until the entire principal and interest are paid in full.

Authority

This Note is authorized by the Wastewater Facility Construction Loan Act, NMSA 1978, § 74-6A-1 et seq., as amended, the New Mexico Water Quality Control Commission Regulations, 20.7.5 NMAC, the New Mexico Environment Department Regulations, 20.7.6 – 20.7.7 NMAC, and the Borrower's Ordinance No. 2024-6.

This Note shall not constitute indebtedness or debt within the meaning of any constitutional, charter or statutory provision, or limitation, nor shall this Note be considered or held to be a general obligation of the Borrower. The obligations of the Borrower under the Agreement and Note are payable and collectible solely out of the Pledged Funds as defined in the Agreement, and NMED or any other holders of the Agreement or Note may not look to any general or municipal fund for the payment of the principal or interest on the Agreement or Note.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and effective as of the date listed below by the Borrower.

_____
Borrower's Authorized Signature

_____
Borrower's Printed Name

_____
Title

_____
Date

State of _

County of

Signed or attested before me on _____ by _____ ,
Date Witness for City of Sant Fe

_____
Notarial Officer Signature

[Official Stamp] Title of Office:

Clean Water State Revolving Loan Fund Interim Loan Agreement

City of Santa Fe

$114,000,000 Wastewater Utility System Loan Agreement

(Made pursuant to Funding Package consisting of $151,000,000 total Loan at 0.01%

The following items are included as part of the funding agreement:

- **Financial Pages and NMED Project Conditions, General Conditions, and Covenants**
- **Covenants and Provisions Applicable to Net Wastewater Utility System Revenue / Debt Obligations (Attachment 1)**
- **CWSRF Federal Requirements:**

Applies to All Projects:

- **Super Crosscutters**
- **Generally Accepted Government Accounting Practices**
- **Useful Life**
- **Office of the Inspector General Poster**
- **Cost and Effectiveness**

Applies only to Treatment Works Projects (UV Disinfection and Sewer Line Repair):

- **American Iron and Steel**
- **State Environmental Review Process**
- **Davis-Bacon Wage Rates**
- **Fiscal Sustainability Plan**


NEW MEXICO
ENVIRONMENT DEPARTMENT

INTERIM LOAN AGREEMENT
NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
CLEAN WATER STATE REVOLVING LOAN FUND (CWSRF) –also known as-
WASTEWATER FACILITY CONSTRUCTION LOAN PROGRAM

Loan Number: CWSRF 140 A-F

Name of Borrower: **City of Santa Fe**

$114,000,000 Wastewater Utility Loan Agreement (made as part of total CWSRF Loan package of $151,000,000, Interest Rate: 0.01%

This Interim Loan Agreement (Agreement) between the New Mexico Environment Department (NMED) of the State of New Mexico and the City of Santa Fe (Borrower) becomes effective on the date signed by the NMED. Borrower has enacted Ordinance No. 2024-6 approved on August 14, 2024 (as amended by Ordinance No. 2025-___ approved on _____, 2025), hereinafter referred to as the "Ordinance") which authorizes execution of this Agreement, authorizes the Borrower to accept loan funds from NMED, and irrevocably pledges Net Wastewater Utility System Revenues and Environmental Services Gross Receipts Tax Revenues (Pledged Funds) for the repayment of the loan.

Listed below are agency contacts.

Borrower's Name and Address: City of Santa Fe 200 Lincoln Avenue PO Box 909 Santa Fe, New Mexico 87504-0909	**NMED:** New Mexico Environment Department Clean Water State Revolving Fund Program P.O. Box 5469 Santa Fe, New Mexico 87505 NMENV-cpbinfo@state.nm.us
Borrower's Contact Information: _____, Public Utilities Director (505) 955-4650	**NMED Contact Information:** Stephanie DuBois, Project Engineer (505) 538-5539, stephanie.dubois@env.nm.gov Maria Molina, Program Administrator (505) 670-3876, maria.molina2@env.nm.gov

Jonna Leigh Stack, Project Administrator 505-955-4206 jlstack@santafenm.gov	Rhonda Holderman, Financial Manager, Loans and Grants (505) 363-9396, Rhonda.holderman@env.nm.gov
Emily K. Oster, Finance Director	
(505) 955-6171	
5ekoster@santafenm.gov	

Incorporated as part of this Agreement as though fully set forth in this Agreement is the following:

Borrower's Loan Ordinance
Interim Promissory Note
Proposed Loan Amortization Schedule
Project Description Form

I. Project Description:

A. Projects under this agreement include:

- UV Disinfection Replacement Project.
- Sanitary Sewer Line Repair.
- Wastewater Treatment Plant Repair and Rehabilitation Project.

B. Borrower agrees that it will implement, in all respects, the project outlined in the attached Project Description, and made a part of this Agreement.

C. Borrower agrees to make no change in the Project Description without first submitting a written request to NMED and obtaining NMED's written approval of the required change, and if necessary, an amended loan agreement.

II. Loan Amount:

NMED agrees to loan funds to the Borrower to pay for approved costs to plan, acquire and construct the Project, in an amount not to exceed: $114,000,000 (Wastewater System Loan Amount) at the **interest rate of 0.01% annually** upon the terms and conditions set forth in this Agreement and the Interim Promissory Note.

Provided the Borrower complies with the Construction Conditions and the CWSRF Requirements below, the loan amount will be available for a period of three **(3) years** from the date of this Agreement. Subject to completion of the Project within the three (3) year construction period, Borrower shall determine the construction schedule for the project in its reasonable discretion.

III. Funding:

A. Project interest accrues during construction at **0.01%** annually from the

date of each disbursement from NMED to the Borrower up to the date the final disbursement request is approved by NMED. The interest accrued during construction, if applicable, shall be payable as follows:

1. Project Interest shall be due and payable in one lump sum within two weeks of receiving notice of final loan amount from the NMED, or

2. Project Interest shall be added to the loan amount disbursed and shall become part of the principal due during the term of the Final Promissory Note.

B. FINANCE COSTS

Finance costs, if applicable, will be determined upon the issuance of the Final Loan Agreement and will be based on the final amount loaned, accrued project interest and agreed upon repayment terms.

C. REPAYMENT TERMS

Repayment terms will be determined upon issuance of the Final Loan Agreement. Any loan term must be substantiated by the Borrower., and the loan term shall not exceed the average economic life of the project as a whole.. Repayment will begin not less than one year after project completion. Repayment need not be based on level payments of principal and interest, but may instead be structured to address Borrower's needs with respect to cash flow, anticipated utility rate increases, and other relevant factors, in Borrower's discretion; provided, that structured repayments shall not be interest-only, but shall include annual amortization of a portion of unpaid principal and payment of interest.

The Borrower may pay off ("Prepay") all or any part of the loan at any time following delivery of written notice to NMED of Borrower's election to Prepay, specifying the principal amount to be prepaid, together with interest thereon accrued to the date of prepayment.

D. ACTUAL LOAN AMOUNT DISBURSED

(i) If the loan amount disbursed is less than the amount in Section III. Loan Amount, then the Final Loan Agreement and the Final Promissory Note shall reflect actual loan disbursements. If the Borrower does not pay the Project Interest within two weeks of receiving notice of final loan amount from the NMED, then the accrued Project Interest shall be incorporated into the principal amount in the Final Promissory Note.

(ii) At the Borrower's request, NMED will reallocate unused loan amounts for other eligible projects of the Borrower, and will either amend an existing loan agreement and note ("Loan Documentation") or enter into new Loan Documentation with Borrower reflecting the reallocation of unused proceeds for other eligible purposes. Borrower shall be responsible for determining that funds pledged for repayment in connection with such Loan Documentation is from an appropriate source.

(iii) Within the State and Federal requirements applicable to the Loan Agreement, NMED intends to utilize amounts repaid by Borrower hereunder to provide additional loans to Borrower for eligible purposes, at Borrower's request.

E. SECURITY – PLEDGED FUNDS

The Borrower is giving a security interest by dedicating the Pledged Funds. The Pledged Funds are defined as (1) Net Revenues of the Wastewater Utility System owned and operated by the City of Santa Fe, and (2) Environmental Services Gross Receipts Tax Revenues, as more specifically defined in the Covenants and Provisions Applicable to Net Wastewater Utility System Revenue / Environmental Services Gross Receipts Tax Revenue Debt Obligations, attached hereto as Attachment 1 ("Attachment 1"), which are hereby incorporated in this Agreement.

Except as stated in Attachment 1, the Pledged Funds have not been pledged to the payment of any outstanding obligations and no other obligations are payable from the Pledged Funds on the date of the Ordinance. The loan will be payable and collectible solely from the Pledged Funds.

F. DEFAULT AND LATE CHARGES

Failure by the Borrower to pay the annual payments as set forth in the Final Loan Agreement and Final Promissory Note shall constitute an event of default. Late charges may be assessed at the discretion of NMED. See VI. COVENANTS, Sections H and I for default procedures.

G. DEMAND FEATURE

This Agreement has a demand feature in the event of default and the total principal and interest due shall be paid on demand. See VI. COVENANTS Sections H and I for default procedures.

H. NO DEBT SERVICE RESERVE FUND OR MATCHING REQUIREMENTS.

Borrower shall not be required to establish a debt service reserve fund or to provide matching funds pursuant to this Agreement. In lieu of debt service reserve fund requirements, Borrower shall comply with the Rate Covenant herein. See VI, COVENANTS Section E.

IV. Project Conditions:

A. After the date of this Agreement, but prior to NMED's approval of the Contract Documents, for any phase, the Borrower's attorney shall provide an opinion satisfactory to NMED that the Borrower is an incorporated entity.

B. Upon execution of this Agreement, the Borrower shall follow the procedures listed below unless waived in writing by NMED. Disbursement by NMED may be withheld if any of these procedures are not followed by the Borrower.

1. If these Funds are to be used for engineering and/or other professional services, the Borrower shall submit documentation regarding the hiring process to be used and the (RFP), to NMED for review and approval prior to selecting engineering and/or other professional services. An RFP for engineering services and/or other professional services must comply with the New Mexico Procurement Code. NMSA 1978, Sections 13-1-21 et seq. Engineering Services must be chosen based on a qualification-based request for proposal process regardless of the anticipated cost. A minimum of three proposers must be interviewed as part of the selection process. The Borrower is also required to contact

the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB email ptab@acecnm.org.)

2. If these Funds are to be used for engineering and/or other

professional services, the Borrower shall submit a draft form of any engineering agreement and/or other professional services contract, or a letter certifying that the Borrower's staff will perform the engineering and/or other professional services, to NMED for review and approval prior to executing the agreement/contract or using Borrower's staff. The preferred engineering agreement format is the "Publicly Funded Project" form prepared by NMED and posted on the website at https://www.env.nm.gov/construction-programs/cpb-forms-and- documents-2/.

3. If these Funds are to be used for engineering design or for construction, the Borrower shall submit all plans, specifications, and any addenda for this project to NMED for review and approval before the project is advertised for construction bids. Plans, specifications, and addenda shall be prepared by a registered New Mexico Professional Engineer.

4. Following NMED approval of the proposed award, the Borrower shall submit to NMED for review the notice of the award and the minutes of meeting in which award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed. The selected contractor will be required to post a performance and payment bond in accordance with requirements of NMSA 1978, Section 13-4-18.

5. The selected contractor will be required to submit a construction schedule to the Borrower at the pre-construction conference.

6. The Borrower will submit all modifications to plans and contract by change orders to the NMED project manager promptly for review and approval prior to implementation of such modification or change. NMED's written decision approving or disapproving the modification shall be rendered promptly to the Borrower. If immediate action is needed, a verbal notification of NMED's decision will be made, followed by written notification.

7. The Borrower shall provide a full-time construction inspector during construction of the project. The Borrower shall submit the inspector's résumé and inspection reports to NMED for review and approval.

8. NMED shall have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans.

9. NMED may require proof of deposit and/or proof of payments to contractors and consultants, including the disbursement of funds other than those provided by the Agreement.

10. The Borrower (or the system owner) shall employ properly certified utility operators and shall comply with all provisions of the New Mexico Utility Operators Certification Act, NMSA 1978, Sections 61- 33-1 et seq.

11. With the exception of easements (See Section V.H), when real property is acquired by the Borrower, either through purchase or donation as a part of this project and within the project period, the Borrower will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by NMED prior to the acquisition of any real property. After real property acquisition, the Borrower will make available to NMED all documents of title pertaining to the acquired property and all easements or rights- of-way necessary for the completion of work under this agreement.

12. If the Funds are to be used for construction of wastewater collection lines or water distribution lines, the existing population served by the project shall be connected to the collection system or distribution system within a reasonable time after project completion. This will be accomplished by adoption and annual review of an Ordinance/Resolution and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law.

13. Notwithstanding the other provisions of this Agreement the Borrower shall comply with the Prompt Payment Act, NMSA 1978, Sections 5728-1 et seq. The Project will not be considered complete until the work as defined in this Agreement has been fully performed, and finally and unconditionally accepted by the Borrower and NMED.

14. If the Funds are to be used for construction, final disbursement will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:

    a) Operation and maintenance manuals or a letter from the owner certifying receipt and acceptance of the operation and maintenance manuals.

    b) A final reimbursement request including the final certified construction pay request prepared by the Borrower's project engineer and approved by the Borrower.

    c) A certificate of substantial completion including punch list items.

    d) A letter certifying project acceptance by the Borrower and the Borrower's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Borrower, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Borrower and contractors will be submitted to NMED for final review and approval.

    e) Certification letter by the Borrower that the Labor Standards Contract Provisions have been met.

    f) Record drawings prepared by the Borrower's project engineer or a letter from the owner certifying receipt and acceptance of the record drawings.

    g) Complete and legally effective releases or waivers (satisfactory to the Borrower) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished thereunder. In lieu thereof and as approved by the Borrower, contractor(s) may furnish receipts or releases in full an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Borrower or its property might in any way be responsible,

have been paid or otherwise satisfied.

h) A written consent of the surety, if any, to final payment; and

i) Borrower's ledger sheets including all payments made by the Borrower may be requested with the final disbursement request and before the final disbursement request can be processed by NMED.

j) Verification to NMED of FSP and written certification that a FSP is in place.

15. The Borrower must ensure that each procurement contract contain the following term and condition: The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of the contract which may result in the termination of the contract or other legally available remedies.

16. The Borrower shall require the Contractor of the Project to post a performance and payment bond approved by NMED in the amount of the bid.

17. Bid tabulation and supporting documents (Contract Documents) shall be prepared and furnished to NMED within fifteen (15) days of bid opening. The Borrower shall not proceed with construction of the Project until NMED has approved the Contract Documents.

18. Any change order to the Project construction contract which results in a change to the Project's contract amount, scope of work, or schedule must be approved by NMED.

19. Borrower agrees to implement environmental recommendations that will be supplied by NMED prior to final Plan approval.

20. The Borrower must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to NMED for review prior to advertising for construction. The Borrower must certify in writing that this has been done prior to the award of the construction contract. A site certificate addressing the property upon or through which the facility is being constructed and prepared by the

Borrower's attorney is required.

21. The Borrower agrees to obtain a single audit annually from an Independent Professional Auditor.

22. The Borrower shall achieve Project Completion by the end of the loan agreement term. Project Completion means the date the operations of the completed works are initiated or capable of being initiated, whichever is earlier. This also applies to individual phases or segments.

23. If the Borrower is unable to complete the project by the loan termination date, the Borrower must notify NMED at least 30 days prior to the loan termination date, otherwise, NMED may terminate this Agreement or may withhold Funds. If NMED terminates this Agreement, the Borrower shall refund any Funds disbursed to the Borrower by NMED within ninety (90) days of termination.

V. General Conditions:

A. This Agreement is made pursuant to and in accordance with the provisions of the Wastewater Facility Construction Loan Act, NMSA 1978, § 74-6A-1 et seq., as amended, the New Mexico Water Quality Control Commission Regulations,
20.7.5 NMAC, and the New Mexico Environment Department Regulations, 20.7.6 –20.7.7 NMAC.

B. Pursuant to the Ordinance of the Borrower, the Borrower is authorized to enter into this Agreement and the Final Loan Agreement and to execute and deliver an Interim Promissory Note and Final Promissory Note. The terms of the Ordinance and Interim Promissory Note are incorporated as part of this Agreement as though fully set forth in this Agreement.

C. For the purposes of this Agreement, NMED's inspection, review and approval of the Project are only for the purposes of determining compliance with applicable State regulations. NMED approval shall not be interpreted as any warranty or guarantee. Approval of the plans and design of the Project means only that plans are complete. NMED will bring to the Borrower's attention any obvious defects in the Project's design, materials, or workmanship, but all such defects and their correction shall be the responsibility of the Borrower and its contractors. Any questions raised by NMED shall be resolved exclusively by the Borrower and its contractors, who shall remain responsible for the completion and success of the Project.

D. The Borrower warrants, represents and agrees that it, and its contractors,

subcontractors, employees, and representatives will comply with all applicable State and Federal laws and regulations, and the requirements set forth in this Agreement or any amendment to the Agreement.

E. If the Borrower seeks additional funding from any other entity for the Project, the Borrower agrees that the Borrower is solely responsible for satisfying any requirements arising as a result of funding from that other entity.

F. The Borrower warrants that the internal financial statements provided to NMED by the Borrower for approval of the loan do not contain false material statements, representations, certifications, or omissions of material fact.

G. The Borrower shall submit all future audited financial reports to the State Auditor as required by the State Auditor's Rules.

H. The proceeds of the loan shall be used for the Project and for no other purpose. Unallowable uses of the proceeds of the loan include but are not limited to paying administrative expenses (including applications for funding), costs of Borrower employees, late fees, interest, or penalties. Those costs shall be paid by the Borrower.

I. The parties agree that allowable costs will be limited to those costs that are necessary, reasonable, and related to the efficient achievement of the objectives of this Agreement. The Borrower must justify all expenditures for which it requests reimbursement, according to accepted NMED criteria and procedures. NMED may withhold reimbursement of any item or expenditure and may reclaim improperly documented reimbursement until the Borrower provides sufficient justification. NMED may not disburse any loan funds if the Borrower fails to adhere to the schedule described in Section IV. above.

J. For any phase of the Project which requires National Environmental Policy Act (NEPA) review, NMED shall not disburse any funds for that phase until a NEPA review is completed.

K. The Borrower agrees to abide by all required Equal Employment Opportunity laws, both State and Federal.

L. The Borrower agrees that it will take affirmative action to ensure that the Project is constructed in compliance with Federal and State occupational health and safety laws and that inspectors authorized by NMED's

Occupational Health and Safety Bureau will be given free access to the Project sites.

M. The Borrower agrees to make all fiscal records related to the Project available to NMED, the United States Environmental Protection Agency, the United States General Accounting Office (GAO), and the State Auditor for inspection and audit.

N. The obligations of the Borrower under the Agreement are the special limited obligations of the Borrower as set forth in the Agreement and the Note. The Agreement and the Note shall not constitute indebtedness or debt within the meaning of any constitutional, charter or statutory provision, or limitation, nor shall the Agreement and Note be considered or held to be a general obligation of the Borrower. The obligations of the Borrower under the Agreement and Note are payable and collectible solely out of the Pledged Funds as defined in the Agreement, and NMED or any other holders of the Agreement or Note may not look to any general or municipal fund for the payment due on the Agreement or Note.

O. The Borrower agrees to operate and maintain the Project so that the Project will function properly over the structural and material design life of the Project.

P. The loan will not be used by the Borrower on any project constructed in fulfillment, in whole or in part, of requirements made of a subdivider by the provisions of the Land Subdivision Act, NMSA 1978, § 47-5-1 to 47-5-8 NMSA 1978.

Q. The Borrower understands and agrees that the Project is subject to Federal and State regulations and acceptance of any disbursement pursuant to the Agreement constitutes an agreement by the Borrower that the amounts have been properly accounted for and expended in accordance with applicable Federal and State regulations.

R. The Borrower agrees to maintain separate Project accounts in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB) including standards relating to the reporting of infrastructure assets. If requested by NMED, the Borrower shall conduct an audit of the financial records pertaining to the Project.

VI. Covenants:

Attachment 1 (Covenants and Provisions Applicable to Net Wastewater Utility System Revenue Debt Obligations ("System Covenants")) is hereby incorporated hereinbelow and shall be controlling in the event of inconsistency between the System Covenants and the following covenants, but only to the extent of such inconsistency.

A. (i) Disbursements (payment of loan funds) to the Borrower made pursuant to the Agreement will be available on and after the date of the execution of the Agreement and Note if the Borrower is compliant with the Conditions and Covenants of the Agreement. Disbursements will be made only for actual costs incurred by the Borrower to plan, design, construct or acquire the Project, or any phase thereof. The Borrower shall request disbursements on forms acceptable to NMED on at least a quarterly basis and such requests shall be prepared by and certified by the Borrower. All disbursements to the Borrower will be made in accordance with applicable Federal and State regulations. Eligible planning, design and associated pre-building costs that are within the scope of the project and were incurred prior to signing the Agreement are payable under the Agreement and shall be submitted for reimbursement immediately upon execution of the Agreement. Interim disbursements will be made as the work progresses. Interim disbursement requests shall be submitted by the Borrower within ninety (90) days after the liability of the Borrower was incurred as evidenced by the date of the invoice for which disbursement is being requested. NMED shall use commercially reasonable efforts to disburse loan proceeds, or to notify Borrower that the disbursement request is incomplete or otherwise unsatisfactory, within 10 business days after receiving a disbursement request from Borrower.

(ii) NMED will compensate Borrower for the actual and reasonable costs of employing personnel (which may be a current employee of Borrower) tasked with assisting Borrower in preparing, documenting and submitting disbursement requests, and working with NMED to resolve issues relating thereto ("Disbursement Request Administration"). Reimbursement of the Borrower by NMED for the Borrower's actual and reasonable costs of employing such personnel is conditioned on the Borrower providing reasonably detailed, contemporaneous time records describing the activities of such personnel in connection with Disbursement Request Administration as part of each disbursement request. [Such costs [will] [will not] be paid from loan proceeds.]

B. The Borrower shall not sell, lease, or transfer any property related to the Project except as permitted by the Ordinance/Resolution, as amended, and supplemented.

C. The Borrower shall not obligate the Pledged Funds for this Agreement except as set forth in the Ordinance as adopted at the time of execution of the Agreement.

D. The Borrower hereby irrevocably agrees that the Borrower has fixed and collected, or will fix and collect, adequate rates, fees, and other charges for the use of the System (as defined in the Ordinance) which will be sufficient to satisfy the Agreement and the Note.

E. If the pledged funds shall prove insufficient to produce the Repayments set forth herein and in the Interim and Final Promissory Note, the Borrower agrees to adjust and increase such rates, fees, and charges in the manner authorized by law to provide funds sufficient to produce the repayment of the loan set forth herein and in the Interim and Final Promissory Note, as set forth in the Rate Covenant in the System Covenants.

F. The Borrower shall not provide any free services of the Wastewater System. The Borrower shall, to the full extent permitted by law, collect payment for wastewater services provided. The Borrower shall notify NMED should delinquent users impact their ability to service this agreement as defined.

G. The Borrower shall maintain property, liability and fidelity insurance coverage on the Project as required by NMED and provide written proof of such insurance coverage to NMED.

H. The following shall constitute an event of default under the Agreement:

1. The failure by the Borrower to pay the annual payment on the repayment of the loan set forth in the Agreement and Interim and Final Promissory Notes when due and payable either at maturity or otherwise or

2. Default by the Borrower in any of its covenants or conditions set forth under the Agreement (other than a default set forth in the previous clause of this section) for 60 days after NMED has given written notice to the Borrower specifying such default and requiring the same to be remedied.

I. Upon occurrence of an event of default:

1. The entire unpaid amount of the Agreement and Interim and Final Promissory Note may be declared by the NMED to be immediately due and payable, and the Borrower shall pay the amounts due under the Agreement and Interim and Final Promissory Note from the Pledged Funds, either immediately or in the manner required by NMED in its declaration.

2. If the event of default is under clause one of Subsection H, NMED is authorized to set wastewater user rates in the area of the Borrower's jurisdiction in order to provide sufficient money for repayment, on scheduled due dates of the loan and proper operation and maintenance of the System. Funds sufficient to provide for repayment, on scheduled due dates of the loan and proper operation and maintenance of the System shall be identified through a rate-setting analysis that will ensure enough revenue to cover yearly expenses and emergencies, a reserve fund for non-major capital items and equitable pay for staff. The rate-setting analysis may be reviewed and changed on a yearly basis if necessary.

3. If default by the Borrower is of covenants or conditions required under the Agreement, the Borrower may be required to refund the amount of the loan disbursed to the Borrower from NMED.

4. NMED shall have no further obligation to make disbursements to the Borrower under the Agreement and may pursue any other appropriate remedies.

J. NMED retains the right to seek enforcement of the terms of the Agreement. If the parties cannot reach agreement regarding disputes as to the terms and conditions of this Agreement, such disputes are to be resolved in the district court of Santa Fe County. The parties agree that the district court for

Santa Fe County shall have exclusive jurisdiction over the parties and the subject matter of this Agreement and waive the right to challenge such jurisdiction.

K. This Agreement, the Ordinance and the Note incorporate all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement, the Ordinance, and the Note. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement, the Ordinance, and the Note.

L. This Agreement shall be binding upon and inure to the benefit of the Borrower, NMED and their respective successors. The rights and obligations under the Agreement and Interim and Final Promissory Note may not be assigned by the Borrower.

M. No change shall be made to the Agreement or the Interim and Final Promissory Note except in writing signed by NMED and the Borrower.

CWSRF FEDERAL REQUIREMENTS: APPLIES TO ALL PROJECTS

New Mexico CWSRF Loan Agreement Provision LA 1: Anti-Discrimination Laws (Super Cross- Cutters)

All recipients of CWSRF financial assistance are required to comply with the following provisions:

Civil Rights Laws (i.e., Super Crosscutters)

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. § 1251
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794
- The Age Discrimination Act of 1975, 42 U.S.C. § 6102

These four 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 financial assistance. All recipients of CWSRF financial assistance must agree, and required their contractors and subcontractors to agree, not to discriminate on the basis of race, color, national origin, sex, disability or age.

New Mexico CWSRF Loan Agreement Provision LA2: Generally Accepted Governmental Accounting

All recipients of CWSRF financial assistance (Assistance Recipients) are required to comply with the following provisions:

Section 602(b)(9) of the Federal Water Pollution Control Act (FWPCA) states:

(9) the State will require as a condition of making a loan or providing other assistance, as described in section 603(d) of this Act, from the fund that the recipient of such assistance will maintain project accounts in accordance with generally accepted government accounting standards, including standards relating to the reporting of infrastructure assets

The most recent applicable standard is GASB Statement No. 34 (GASB 34), issued in June 1999, which details governmental reporting requirements including standards for reporting of infrastructure assets. Further details on the requirements, as well as the full text of GASB 34, can be obtained through the GASB. CWSRF assistance recipients that follow GAAP standards other than GASB 34 are still required to maintain project accounts according to GAAP and apply GAAP standards for reporting on infrastructure assets.

Pursuant to Section 602(b)(9) of the FWPCA, all CWSRF Assistance Recipients must agree to maintain project accounts according to Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), using standards relating to the reporting of infrastructure assets.

New Mexico CWSRF Loan Agreement Provision LA13: Useful Life Requirement

All recipients of CWSRF financial assistance are required to comply with the following provisions:

Section 603(d)(1)(A) of the Clean Water Act (as amended) restricts the terms of CWSRF loans to the lesser of 30 years or the useful life of the project. All applicants for CWSRF financial assistance agree to provide an engineer's estimate of the useful life of project components to be funded by the CWSRF.

New Mexico CWSRF Loan Agreement Provision LA14 Office of Inspector General Posting

The US Environmental Protection Agency requires that contracts exceeding $1,000,0000 prominently display the Office of the Inspector General Hotline poster within contractor work areas and facilities where work is performed.

Posters may be obtained at: https://www.epa.gov/office-inspector-general/poster-report-fraud-waste-and-abuse-epa-oig-hotlineThe parties have executed this Agreement on the dates set forth by their respective names.

LA 18 Cost and Effectiveness—Government Requirement

Under the Federal Water Pollution Control Act (FWPCA) section 602(b)(13), the CWSRF program requires that all assistance recipients certify that they have conducted the studies and evaluations described in 602(b) (13 (A) and (B) herein referred to collectively as a cost and effectiveness analysis. The statute requires that a cost and effectiveness analysis involve, at a minimum:

- the study and evaluation of the cost and effectiveness of the processes, materials, techniques, and technologies for conducting the proposed project or activity for which assistance is sought under this title; and
- the selection, to the maximum extent practicable, of a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation, considering—
    - the cost of constructing the project or activity.
    - the cost of operating and maintaining the project or activity over the life of the project or activity; and
    - the cost of replacing the project or activity.

CWSRF FEDERAL REQUIREMENTS: APPLIES ONLY TO TREATMENT WORKS PROJECTS

(UV Disinfection and Sewer Line Repair):

AMERICAN IRON AND STEEL (AIS) REQUIREMENTS

The Federal Water Pollution Control Act (P.L. 92-500) Section 608 requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works.

The Act states:

> SEC. 608. REQUIREMENTS.
> *(a)* IN GENERAL.—Funds made available from a State water pollution control revolving fund established under this title may not be used for a project for the construction, alteration, maintenance, or repair of treatment works unless all of the iron and steel products used in the project are produced in the United States.
> *(b)* DEFINITION OF IRON AND STEEL PRODUCTS.—In this section, the term `iron and steel products' means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, construction materials.
> *(c)* APPLICATION.—Subsection (a) shall not apply in any case or category of cases in which the Administrator finds that—
>
> (1) applying subsection (a) would be inconsistent with the public interest.
> (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
> (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.
>
> *(d)* WAIVER.—If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public, on an informal basis, a copy of the request and information available to the Administrator concerning the request and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet site of the Environmental Protection Agency.
> *(e)* INTERNATIONAL AGREEMENTS.—This section shall be applied in a manner consistent with United States obligations under international agreements.
> *(f)* MANAGEMENT AND OVERSIGHT.—The Administrator may retain up to 0.25 percent of the funds appropriated for this title for management and oversight of the requirements of this section.
> *(g)* EFFECTIVE DATE.—This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that

agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of enactment of the Water Resources Reform and Development Act of 2014.

AMERICAN IRON AND STEEL (AIS) GUIDANCE

The following guidance excerpt has been provided from EPA:

(Complete guidance may be downloaded from: https://www.epa.gov/cwsrf/state-revolving-fund- american-iron-and-steel-ais- requirement)

Covered Iron and Steel Products

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:
Lined or unlined pipes or fittings;
Manhole Covers.
Municipal Castings (defined in more detail below),
Hydrants.
Tanks;
Flanges.
Pipe clamps and restraints; Valves.
Structural steel (defined in more detail below);
Reinforced precast concrete; and
Construction materials (defined in more detail below).

12) What does the term 'primarily iron or steel' mean?

'Primarily iron or steel' places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem coupling, valve, seals, etc.).
However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product

be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does 'produced in the United States' mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example, trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of 'municipal castings?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches;
Ballast Screen.
Benches (Iron or Steel);
Bollards.
Cast Bases.
Cast Iron Hinged Hatches, Square and
Rectangular; Cast Iron Riser Rings.
Catch Basin Inlet;
Cleanout/Monument Boxes;
Construction Covers and Frames;
Curb and Corner Guards.
Curb Openings.
Detectable Warning Plates;
Downspout Shoes (Boot,
Inlet).
Drainage Grates, Frames and Curb Inlets;
Inlets.
Junction
Boxes.
Lampposts.
Manhole Covers, Rings and Frames, Risers,
Meter Boxes.
Service Boxes.
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings.
Trash
receptacles;
Tree Grates.
Tree Guards;
Trench Grates;
and
Valve Boxes, Covers and Risers.

20) What is 'structural steel'?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a 'construction material' for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical

components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a 'construction material' for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system. The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters,
heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

<u>Certification and Compliance</u>

NMED Form #C4 "American Iron and Steel (AIS) Certification" must be executed and included in the bid package. Failure to complete the certification will result the bid being returned. The contractor will

supply to the loan recipient manufacturers' certifications for each iron and steel item documenting/asserting that all manufacturing processes occurred in the United States. Such certifications will be submitted with shop drawings.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework is described in the guidance document found at: https://www.epa.gov/cwsrf/american-iron-and-steel-requirement-waiver-process

Approved and denied waivers may be reviewed at: https://www.epa.gov/cwsrf/american-iron-and- steel-requirement-approved-project-waivers and https://www.epa.gov/cwsrf/american-iron-and- steel-requirement-withdrawn-or-denied-waivers

De Minimis Materials Waiver

The EPA has granted a nationwide waiver of the AIS requirements of the Consolidated Appropriations Act under the authority of Section 436(b)(1) (public interest waiver) for de minimis incidental components of eligible infrastructure projects. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the total materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the total materials used in and incorporated into a project. Contractors who wish to use this waiver should determine the costs of all items installed or supplied for the project. The contractor must retain relevant documentation (i.e., invoices) for each of these items in their project files and must summarize the

items in monthly draw requests to the owner: the total cost of all materials, the total cost of "incidental" materials, and the calculations by which they determined the percentage of incidental products installed or supplied for the project. None of the products specifically listed as "Covered Iron and Steel Products" are incidental, nor are the products identified in detail in the technical specifications.

New Mexico CWSRF Loan Agreement Provision LA9 Environmental Review Requirements

The Federal Water Pollution Control Act section 511(c)(1) applies the National Environmental Policy Act (NEPA) to assistance for the construction of treatment works. All CWSRF-funded projects involving the construction of treatment works, regardless of the source of the funding, must undergo an environmental review following the procedures in NMED's State Environmental Review Process.

Assistance recipients ("sub-recipients") for CWSRF-funded treatment works projects are required to comply with Section 513 of the Federal Water Pollution Control Act (P.L. 92-500, as amended by the Water Resources Reform and Development Act of 2014) requiring all laborers and mechanics employed by contractors working on treatment works to be paid prevailing wages as determined by the Secretary of Labor. It is considered a Davis-Bacon related Act.

DAVIS-BACON REQUIREMENT (GOVERNMENTAL ENTITIES)

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the Water Resources Reform and Development Act of 2014 (WRRDA), DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund. If a sub-recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub-recipient must discuss the situation with NMED before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub-recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub-recipient shall monitor https://beta.sam.gov/ weekly to ensure that the wage determination contained in the solicitation remains current. The sub-recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub-recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub-recipient.

(ii) If the sub-recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub-recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub-recipient shall monitor https://beta.sam.gov/ on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub-recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub-recipient shall insert the appropriate DOL wage determination from https://beta.sam.gov/ into the ordering instrument.

(c) Sub-recipients shall review all subcontracts subject to DB entered into by prime contractors to verify

that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub-recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub-recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub-recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub-recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub-recipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or -FY 2014 Water Resource Reform and Development Act, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub-recipients may obtain wage determinations from the U.S. Department of Labor's web site,

www.dol.gov.

(ii)(A) The sub-recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub-recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub-recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably

anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) Withholding. The sub-recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub-recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub-recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for

this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub-recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3.

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work

they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until

an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub-recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii)The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of $100,000.

(a) Contract Work Hours and Safety Standards Act. The sub-recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub-recipient**,** upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub-recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub-recipient shall insert in any such contract a clause providing hat the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub-recipient shall periodically interview a sufficient number of employees entitled to DB

prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub-recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub-recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub-recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub-recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The sub-recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub-recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub-recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub-recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub-recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub-recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub-recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

DAVIS-BACON REQUIREMENT (NON-GOVERNMENTAL ENTITIES)

Under these terms and conditions, the sub-recipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2014 Water Resource Reform and Development Act, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund. If a sub-recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub-recipient must discuss the situation with NMED before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub-recipients must obtain proposed wage determinations for specific localities at https://beta.sam.gov/. After the Sub-recipient obtains its proposed wage determination, it must submit the wage determination to the **New Mexico Environment Department Construction Programs Bureau** ((505)-469-3459) for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.)

(b) Sub-recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub-recipient shall monitor https://beta.sam.gov/. on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The sub-recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub-recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub-recipient.

(ii) If the sub-recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub-recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub-recipient shall monitor https://beta.sam.gov/ on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the sub-recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub-recipient shall insert the appropriate DOL wage determination from https://beta.sam.gov/ into the ordering instrument.

(d) Sub-recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub-recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub-recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub-recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the

contract or ordering instrument by change order. The sub-recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub-recipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2014

(b) Water Resource Reform and Development Act -, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub-recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub-recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub-recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub-recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) Withholding. The sub-recipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any

other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub-recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub-recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub-recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the

Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3.

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer

and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the

Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii)Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Sub-recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. **4. Contract Provision for Contracts in Excess of $100,000.**

(a) Contract Work Hours and Safety Standards Act. The sub-recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub-recipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub-recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years

from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub-recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub-recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub-recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub-recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub-recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub-recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c). The sub-recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub- recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the sub-recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub-recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub-recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The sub-recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub-recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

	Fiscal Sustainability Plan Requirement	LA15

The 2014 Clean Water Act amendments require recipients of CWRF loans for projects involving a publicly owned treatment works to certify that they have developed and implemented a Fiscal Sustainability Plan (FSP) or another plan that meets minimum requirements, or that they will prepare an FSP. The minimum required elements for an FSP are listed in Section 603(d)(1)(E) of the Clean Water Act. Loan recipients shall develop and implement a FSP that includes the following:

- An inventory of critical assets that are part of the system. Critical assets are those that are necessary for sustained system performance.
- An evaluation of the condition and performance of critical assets.
- A plan for maintaining, repairing and replacing critical assets and for funding those activities.
- An evaluation and implementation plan for water and energy conservation.

The FSP requirement applies to all publicly owned treatment works construction or design/ construction projects funded in-part or in-full of State Revolving Fund (SRF) loans. The FSP must cover the entire project for which SRF funding is provided.

At the completion of the project, the loan recipient can:

Certify that a Fiscal Sustainability Plan (FSP) has been developed and implemented that meets the minimum required elements listed above. The FSP certification statement must be submitted before a final loan agreement is executed. The FSP will be available for NMED review during a site visit or inspection.

Agree to develop and implement a Fiscal Sustainability Plan (FSP) that will meet the minimum required elements listed above. The certification statement must be submitted before a final loan agreement is executed. The FSP must be completed prior to final disbursement. The FSP will be available for NMED review during a site visit or inspection.

By executing this Agreement, the undersigned represents authorization to act on behalf of the Recipient.

BY:

_____

Signature of duly authorized Recipient
Official City of Santa Fe

_____

Print Name

_____

Title

_____

Date

Issued and administered by:

New Mexico Environment Department
Wastewater Facility Construction Loan Program
Clean Water State Revolving Loan Fund

BY: _____

Constructions Programs Bureau, Bureau Chief
Signed pursuant to February 19, 2024, Secretary of Environment Delegation Order

ATTACHMENT 1

COVENANTS AND PROVISIONS APPLICABLE
TO OBLIGATIONS SECURED BY NET WASTEWATER SYSTEM REVENUES/
ENVIRONMENTAL SERVICES GROSS RECEIPTS TAX REVENUES

Bracketed section references refer to the corresponding sections in Ordinance No. 2019-02 adopted by the Governing Body of the City of Santa Fe on January 30, 2019 ("Ordinance No. 2019-02) or the "Superior Obligations Ordinance").

Section 1. [Section 1.] Definitions.

"City's Chief Financial Officer" means the City officer currently designated as the "Finance Director" or his or her successor in function, provided that for purposes hereof, the designation of any successor in title by the City Manager, if given in writing, shall be conclusive.

"Consulting Engineer" means any registered or licensed professional engineer or firm of such engineers, entitled to practice and practicing as such under the laws of the State of New Mexico, retained and compensated by the City, but not in the regular employ of the City. The written determination by the Mayor or City Manager or the authorized designee of either, that an engineer or firm of engineers meets the foregoing qualifications of the preceding sentence shall be conclusive for purposes of any provision of this Agreement. As to construction drawings and specifications prepared for the Project by City employees working under the supervision of the City Engineer, this term may include the City Engineer.

"Agreement Debt Service Fund" means the fund established and maintained by the City for the deposit of Pledged Revenues in amounts sufficient to make timely payments of the Debt Service Requirements of this Agreement.

"Debt Service Requirements" for any period means the sum of: (i) the amount required to pay the interest, or to make reimbursements for payments of interest, becoming due on the applicable Obligations during such period; plus (ii) the amount required to pay the principal or accreted value, or to make reimbursements for the payment of principal or accreted value, becoming due on the applicable Obligations during that period, whether at maturity, an accretion term date or upon mandatory sinking fund redemption dates, plus (iii) any net periodic payments on a notional amount required to be made by the City pursuant to a Qualified Exchange Agreement minus (iv) any net periodic payments on a notional amount to be received by the City pursuant to a Qualified Exchange Agreement.

(a) No payments required on the applicable Obligations shall be included in any computation of Debt Service Requirements for any computation period prior to the maturity or otherwise certain due dates thereof which may occur because of the exercise of an option by the City, or which may otherwise become due by reason of any other circumstance or contingency, including acceleration, which constitute other than regularly scheduled payments of principal, accreted value, interest or other regularly scheduled payments on the applicable Obligations.

(b) Debt Service Requirements required to be made pursuant to a Qualified Exchange Agreement shall be based upon the actual amount required to be paid by the City, if any, to the Qualified Counterparty. In determining that amount, any payments required to be made by either party to the Qualified Exchange Agreement at a Variable Exchange Rate shall be computed, in determining the obligation of the City under the Qualified Exchange Agreement, using the procedures set forth in the ordinance in which Qualified Exchange Agreement was authorized.

(c) The computation of interest for the purposes of this definition shall be made without considering the interest rate payable pursuant to a Credit Facility, unless, at the time of

computation of Debt Service Requirements, payments on Obligations are owed to, or Obligations are owned or held by, the provider of a Credit Facility pursuant to the provisions of that Credit Facility.

(d) The accreted value of capital appreciation bonds shall be included in the calculation of interest and principal only for the applicable year during which the accreted value becomes payable.

(e) In any computation of Debt Service Requirements relating to the issuance of additional Parity Obligations:

(1) There shall be deducted from that computation (i) amounts on deposit in an escrow account related to an issue of Cross-over Refunding Obligations and (ii) proceeds of a series of Obligations deposited to the credit of an account for the payment of capitalized interest on Obligations included as part of the computation during the applicable period.

(2) There may be made the adjustment to the Debt Service Requirements applicable to Bond Anticipation Notes described in the ordinance in which the Bond Anticipation Notes were authorize.

(f) Except as otherwise provided in the ordinance authorizing the issuance of Crossover Refunding Obligations, the purchase or tender price of Put Obligations resulting from the optional or mandatory tender or presentment for purchase of those Put Obligations shall not be included in any computation of Debt Service Requirements.

"Environmental Services Gross Receipts Tax Ordinance" means the City Ordinance No. 1993-20 imposing the Environmental Services Gross Receipts Tax, as amended.

"Environmental Services Gross Receipts Tax Revenue Fund" means the "City of Santa Fe, New Mexico Environmental Services Gross Receipts Tax Revenue Fund," maintained by the City and continued by Section 19 of this ordinance, into which the City shall deposit the Environmental Services Gross Receipts Tax Revenues.

"Environmental Services Gross Receipts Tax Revenues" means the environmental services gross receipts tax revenues received by the City pursuant to Section 7-19D-10, NMSA 1978 and the Environmental Services Gross Receipts Tax Ordinance.

"Gross Revenues," "revenues," "gross revenues," "income" or "gross income" from the System means all income and revenues directly or indirectly derived by the City from the operation and use of the Wastewater System, or any part of the Wastewater System, and includes, without limitation, all revenues received by the City, or any municipal corporation or agency succeeding to the rights of the City, from the Wastewater System and from the sale and use of wastewater, wastewater services or facilities, or any other service, commodity or facility or any combination thereof furnished to the inhabitants in the customer service area for the Wastewater System. Such term also includes:

(a) Investment earnings allocated to the Wastewater Fund by the City from amounts in the Debt Service Fund and from surplus Wastewater System Net Revenues in accordance with the provisions of the ordinance or ordinances authorizing outstanding Wastewater System obligations under the heading Administration of Wastewater Fund and Pledged Environmental Services Gross Receipts Tax Revenue Fund.

(b) All income derived from the investment of any money in the Wastewater Fund and Wastewater System Rate Stabilization Account;

(c) Money released from the Wastewater System Rate Stabilization Account to the extent that the amount released is used to pay Wastewater System Operation and Maintenance Expenses or Debt Service Requirements on Parity Wastewater System Obligations in the year released; provided that withdrawals from the Wastewater Rate Stabilization Account shall not be included in Wastewater System Gross Revenues for the purposes of the Rate Covenant in any two consecutive calendar years;

(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 Wastewater System; and

(e) That portion of expansion charges and/or impact fees established specifically to pay debt service on debt obligations.

Gross Revenues do not include:

(a) any money received as (i) wastewater testing fees, (ii) grants or gifts from the United States of America, the State or other sources, (iii) 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 or (iv) the capital improvement portion of any expansion charges and/or impact fees;

(b) taxes and/or fees collected by the City 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.

"Historic Test Period" means any twelve consecutive calendar months designated by an Authorized Officer from time to time out of the eighteen calendar months next preceding the date

of adoption of the City ordinance authorizing the issuance of System Obligations without regard to any resolution or ordinance supplementing or amending the authorizing ordinance.

"Independent Accountant" means any registered or certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State of New Mexico, appointed and paid by the City, who (1) is, in fact, independent and not under the domination of the City, (2) does not have any substantial interest, direct or indirect, with the City, and (3) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make annual or similar audits of the books or records of the City; "Independent Accountant" also means the State Auditor of the State of New Mexico.

"Net Revenues", "Net Revenues of the System", "net revenues" or "net income" means the Gross Revenues after deducting Operation and Maintenance Expenses of the System.

"Obligations" means bonds, notes or any other instrument which evidences a borrowing or other obligation of the City, including Qualified Exchange Agreements, secured by Pledged Revenues, issued or incurred for any purpose permitted by the Act or the Exchange Act, as amended from time to time.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the Wastewater System, in any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the Wastewater 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 Wastewater System;

(b) insurance premiums for the Wastewater System, including, without limitation, premiums for property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) the costs of audits of the books and accounts of the Wastewater System:

(d) amounts required to be deposited in the Rebate Fund;

(e) salaries, administrative expenses, labor costs, surety bonds and the cost of materials and supplies used for or in connection with the current operation of the Wastewater System; and

(f) any fees required to be paid under any operation, maintenance and/or management agreement with respect to the Wastewater System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, liabilities incurred by the City as a result of its negligence or other misconduct in the operation of the Wastewater System, any charges for the accumulation of reserves for capital replacements or any Wastewater System Operation and Maintenance Expenses payable from moneys other than Wastewater System Gross Revenues.

"Operation and Maintenance Fund" means the "City of Santa Fe Wastewater Utility System Operation and Maintenance Fund" which is continued in Section 20A of Ordinance No. 2019-02.

"Outstanding Obligations" means, collectively, Outstanding Superior Obligations and Outstanding Subordinate Obligations.

"Outstanding Subordinate Obligations" means Obligations, including this Agreement

, secured by a pledged of Net System Revenues with a nonexclusive subordinate lien thereon, and a pledge of Environmental Services Gross Receipts Tax Revenues with a nonexclusive subordinate lien thereon.

"Outstanding Superior Obligations" means the City of Santa Fe, New Mexico Gross Receipts Tax (Subordinate Lien) / Wastewater System Refunding Revenue Bonds, Series 2012B, and the City of Santa Fe, New Mexico Net Wastewater Utility System / Environmental Services Gross Receipts Tax Improvement Revenue Bonds, Series 2019, each of which is secured by a pledged of Net System Revenues with a nonexclusive first lien thereon, and a pledge of Environmental Services Gross Receipts Tax Revenues with a nonexclusive subordinate lien thereon.

"Parity Subordinate Obligations" means this Agreement, the Outstanding Subordinate Obligations, and additional Subordinate Obligations, if any, issued with a lien on Pledged Revenues on parity with the lien thereon of this Agreement and the Outstanding Subordinate Obligations.

"Pledged Revenues" means, collectively, the Net Revenues and the Environmental Gross Receipts Tax Revenues.

"Rate Stabilization Fund" means the Wastewater System Rate Stabilization Fund continued in the applicable section of the ordinance in which Outstanding Obligations were authorized.

"Related Documents" means, in connection with Outstanding Obligations, the Pricing Certificate, the Bond Purchase Agreement, the Continuing Disclosure Undertaking, the Preliminary Official Statement, the Official Statement, and any other document or agreement

containing an obligation of the City as may be required in connection with the issuance of the Obligations.

"Replacement Fund" means the Wastewater System Replacement Fund continued in the applicable section of the ordinance in which Outstanding Obligations were authorized.

"System," or "Utility" means the municipally owned public utility designated as the City's wastewater utility system, consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City through purchase, construction or otherwise, and used in connection with the wastewater utility system of the City and in any way appertaining thereto, whether situated within or without the limits of the City.

"Wastewater Fund" or "Income Fund" means the "City of Santa Fe Wastewater System Gross Income Fund" which was created in Ordinance 1997-30 adopted by the City Council on October 29, 1997 and is continued in the applicable section of the ordinance in which Outstanding Obligations were authorized, which fund is held by the City.

Section 2. [Section 19.] Funds and Accounts. The City hereby creates, or continues, as applicable, the following special and separate funds:

A. Wastewater Fund. Continues the Wastewater Fund to be maintained and controlled by the City as a separate and distinct fund for deposit of the Gross Revenues.

B. Rate Stabilization Fund. Continues the Wastewater System Rate Stabilization Fund as a special and separate fund to be maintained and controlled by the City for the purposes described in Section 21.

C. Replacement Fund. Continues the Wastewater System Replacement Fund as a special and separate fund to be maintained and controlled by the City for the purposes described in Section 21.

D. Environmental Services Gross Receipts Tax Revenue Fund. Continues the Environmental Services Gross Receipts Tax Revenue Fund previously established and maintained by the City.

Section 3. [Section 20.] Deposit of Gross Revenues and Pledged Environmental Services Gross Receipts Tax Revenues. So long as any Obligations are outstanding, the Gross Revenues shall, immediately upon receipt thereof by the City, be set aside and deposited into the Wastewater Fund. All money deposited into the Wastewater Fund shall be held separate and apart from the City's general fund and applied only in accordance with the provisions of this ordinance and any other City ordinance authorizing the issuance of Obligations payable from the Net Revenues.

So long as any Obligations are outstanding, the Pledged Environmental Services Gross Receipts Tax Revenues shall, immediately upon receipt thereof by the City, be set aside and deposited into the Environmental Services Gross Receipts Tax Revenue Fund. All money deposited into the Environmental Services Gross Receipts Tax Revenue Fund shall be held separate and apart from the City's general fund and applied only in accordance with the provisions of this ordinance and any other City ordinance authorizing the issuance of Obligations payable from the Pledged Environmental Services Gross Receipts Tax Revenues.

Section 4. [Section 21.] Administration of Wastewater Fund and Pledged Environmental Services Gross Receipts Tax Revenue Fund. So long as any Superior Obligations shall be outstanding, either as to principal or interest or both, the following payments shall be made monthly from the Wastewater Fund:

A. Administration of Wastewater Fund. So long as any Obligations shall be outstanding, the following payments shall be made from the Wastewater Fund:

(1) Operation and Maintenance Expenses. As a first charge on the Wastewater System Gross Revenues, there shall be paid the Operation and Maintenance Expenses of the Wastewater System as they become due and payable.

(2) Debt Service Fund Payments. Second, concurrently with the payments described in paragraph A(1) of this Section, the following amounts shall be withdrawn from the Wastewater Fund and credited to the Debt Service Fund:

(a) Interest Payments. Monthly, commencing on the first day of the first month following the delivery of Superior Obligations, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the next maturing installment of interest on such Superior Obligations then outstanding and monthly thereafter commencing on each interest payment date, one-sixth (1/6th) of the amount necessary to pay the next maturing installment of interest on the outstanding Superior Obligations, and

(b) Principal Payments. Monthly, commencing on the first day of the first month following delivery of the Superior Obligations, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the next maturing installment of principal on the Superior Obligations and monthly thereafter commencing on each principal payment date, one-twelfth (1/12th) of the amount necessary to pay the next maturing installment of principal on the Superior Obligations.

(3) Third, subsequent to the payments required by the outstanding Superior Obligations, any balance remaining in the Wastewater Fund, after making the payments hereinabove provided, shall be used by the City for the payment of interest on and the principal of this Agreement and all other Outstanding Parity Subordinate Obligations or other obligations, if

any, having a lien on any of the Pledged Revenues subordinate to the lien thereon of Superior Obligations hereafter authorized, issued and payable from the Net Revenues, as the same become due. So long as this Agreement remains outstanding, either as to principal or interest or both, the following payments shall be made monthly from Net Revenues on a parity with the payments required by the outstanding Parity Subordinate Obligations:

(i) Agreement Debt Service Fund Payments. The following amounts shall be withdrawn from the Wastewater Fund (and on parity with other outstanding Parity Subordinate Obligations), and shall be concurrently credited to the Agreement Debt Service Fund (unless the City determines that such amounts shall be withdrawn from such funds in some other order):

(aa) Monthly, commencing on the first day of the month immediately succeeding the delivery of the final debt service schedule for the Agreement, an amount in equal monthly installments necessary, together with any other moneys therein and available therefor, to pay the next maturing installment of interest on the Agreement, and monthly thereafter, commencing on each Interest Payment Date, one-sixth (1/6) of the amount necessary to pay the next maturing installment of interest on the Agreement.

(bb) Monthly, commencing on the first day of the month immediately succeeding the delivery of the final debt service schedule for the Agreement, an amount in equal monthly installments necessary, together with any other moneys therein and available therefor, to pay the next maturing installment of principal of the Agreement, and monthly thereafter, commencing on each principal payment date, one-twelfth (1/12) of the amount necessary to pay the next maturing installment of principal on the Agreement.

If prior to any interest payment date or principal payment date, there has been accumulated in the Debt Service Fund the entire amount necessary to pay the next maturing installment of interest or principal, or both, the payment required in subparagraphs A(2)(a), A(2)(b)and A(3) above (whichever is applicable), may be appropriately reduced and the required monthly amounts again shall be so credited to such account commencing on such interest payment date or principal payment date (whichever is applicable).

B. Administration of the Pledged Environmental Services Gross Receipts Tax Revenue Fund. So long as any of Obligations secured by Pledged Environmental Services Gross Receipts Tax Revenues are outstanding, the following payments shall be made from the Pledged Environmental Services Gross Receipts Tax Revenues:

(1) First, as a first charge on the Pledged Environmental Services Gross Receipts Tax Revenues, the amounts necessary to pay the Debt Service Requirements on outstanding bonds or obligations, with a lien on the Pledged Environmental Services Gross Receipts Tax Revenues prior and superior to the lien thereon of this Agreement as are required from the Environmental Services Gross Receipts Tax Revenue Fund, pursuant to the ordinances authorizing the outstanding superior Environmental Services Gross Receipts Tax obligations as required by such ordinances.

(2) Second, but subject to and after the withdrawals authorized by the preceding paragraph B(1), so long as this Agreement shall be outstanding, to the extent that any monthly payment required to be made into the Debt Service Fund has not been made from the Wastewater Fund or from any other legally available source, the following amounts shall be withdrawn from the Environmental Services Gross Receipts Tax Revenue Fund and credited to the Bond Fund:

(a) Interest Payments. Monthly, commencing on the first day of the first month following the delivery of the final debt service schedule for this Agreement, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the next maturing installment of interest on this Agreement then outstanding and monthly thereafter commencing on each interest payment date, one-sixth (1/6th) of the amount necessary to pay the next maturing installment of interest on this Agreement, and

(b) Principal Payments. Monthly, commencing on the first day of the first month following the delivery of the final debt service schedule for this Agreement, an amount in equal monthly installments necessary, together with any moneys therein and available therefor, to pay the next maturing installment of principal on this Agreement and monthly thereafter commencing on each principal payment date, one-twelfth (1/12th) of the amount necessary to pay the next maturing installment of principal thereon.

(3) Third, but concurrently with the payments required by paragraph B(2) of this section, funds remaining in the Environmental Services Gross Receipts Tax Revenue Fund, shall be used by the City to pay the Debt Service Requirements of such additional Parity Subordinate Tax Obligations, if any, hereafter authorized to be issued and payable from Pledged Environmental Services Gross Receipts Tax Revenues.

If prior to any interest payment date or principal payment date, there has been accumulated in the Bond Fund the entire amount necessary to pay the next maturing installment of interest or principal, or both, the payment required in subparagraphs B(2)(a), B(2)(b) and B(2)(c) (whichever is applicable) of this paragraph, may be appropriately reduced and the required monthly amounts again shall be so credited to such account commencing on such interest payment date or principal payment date (whichever is applicable).

C. Termination Upon Deposits to Maturity. No payment need be made into the Bond Fund if the amount in such funds totals a sum at least equal to the entire amount of Bonds then outstanding, both as to principal and interest to their respective maturities, and both accrued and not accrued, in which case, moneys in the Bond Fund in an amount at least equal to such principal and interest requirements shall be used solely to pay such as the same accrue and any moneys in excess thereof in the Bond Fund and any other moneys derived from the Pledged Revenues may be used in any lawful manner determined by the City.

D. Payment of Additional Environmental Obligations and Qualified Exchange Agreements. Either prior to, concurrently with or subsequent to the payments required by Paragraphs A and B of this Section [Section 21], depending upon whether the additional Obligations are Superior Environmental Services Gross Receipts Tax Obligations, Parity Subordinate Environmental Services Gross Receipts Tax Obligations, Parity Wastewater System / Environmental Services Gross Receipts Tax Obligations, Environmental Services Gross Receipts Tax Obligations, or subordinate Wastewater System / Environmental Services Gross Receipts Tax Obligations, as provided in this Ordinance, the Pledged Revenues shall be used by the City for the payment of Debt Service Requirements on this additional Obligations, if any, hereafter authorized to be issued and payable from the Pledged Revenues as the same accrue. In the event that such obligations are Parity Superior Obligations, the payments of Debt Service Requirements on such additional Obligations shall be made concurrently with the payments required by Paragraphs A(2) and B(2) of this Section 21 (provided that such payments may be made at any intervals as may be provided in the ordinance or resolution authorizing such additional Obligations). The following amounts required to be paid by the City shall be paid from Pledged Revenues with the same priority as other payments of Debt Service Requirements on Parity Superior Obligations:

(1) Any amount to reimburse or pay a bond insurer or reserve account insurer or guarantor, or to make payments or reimbursements pursuant to another Credit Facility, for payments of Debt Service Requirements made on Parity Superior Obligations; and amounts payable to a Qualified Counterparty under a Qualified Exchange Agreement, excluding Exchange Termination Payments, if such payments are designated in a City ordinance relating to that Qualified Exchange Agreement as having a lien on Pledged Revenues on a parity with the lien thereon of Parity Superior Obligations;

(2) Reimbursement of any reserve fund Credit Facility obtained for any issue of Parity Obligations; and

(3) Cash deposits to any required reserve fund established with respect to any issue of Parity Obligations.

Each payment of Debt Service Requirements on Parity Superior Obligations shall be transferred to the Paying Agent for payment of Parity Superior Obligations, or directly to a Qualified Counterparty, bond insurer, reserve account insurer or guarantor or other provider of a Credit Facility entitled to receive payments on Parity Superior Obligations, on or before the due date of such payment.

G. Use of the Wastewater System Rate Stabilization Fund. Amounts deposited in the Wastewater System Rate Stabilization Fund may be withdrawn at any time and used for any purpose for which Wastewater System Gross Revenues may be used.

Section 5. Additional Parity Subordinate Obligations. Parity Subordinate Wastewater System / Environmental Services Gross Receipts Tax Obligations may be issued for the purposes permitted by the Act including, but not limited to (i) financing the costs of a project; or (ii) providing additional funds for deposit into the Wastewater System Replacement Fund and

paying the costs incident to the issuance of such Parity Subordinate Obligations or any combination of the foregoing.

A. Limitations Upon Issuance of Additional Parity Subordinate Obligations. The tests required in this Section shall be performed without adjustment for payments to or withdrawals from the Wastewater System Rate Stabilization Fund. Except as permitted herein, prior to the issuance of additional Parity Subordinate Obligations, the City shall be current in making all deposits required by Section 3 and the following test shall be satisfied:

(i) a certificate prepared by the City Finance Director showing that the Pledged Revenues for the Historic Test Period were at least equal to 110% of the maximum combined annual Debt Service Requirements for all Outstanding Superior Obligations and Parity Subordinate Obligations which will be outstanding immediately after the issuance of the proposed Parity Subordinate Obligations, or

(ii) a certificate prepared by a Consulting Engineer showing that:

(a) the Pledged Revenues for the Historic Test Period were at least equal to 110% of the maximum combined annual Debt Service Requirements for all Outstanding Parity Subordinate Obligations immediately preceding the issuance of the Parity Subordinate Obligations proposed to be issued; and

(b) for each Fiscal Year during the period from the date of delivery of such certificate until the latest estimated completion date of the specified project(s) to be funded with the proceeds of such Parity Obligations, the Consulting Engineer estimates that the City will be in compliance with the Rate Covenant; and

(c) the estimated Pledged Revenues for each of the three Fiscal Years immediately following the latest estimated completion date for the specified project(s) to be financed with proceeds of such Parity Subordinate Obligations, as certified to the Consulting Engineer by an Authorized Officer of the City will be at least equal to 110% of the maximum combined annual Debt Service Requirements for all Outstanding Superior Obligations and Parity Subordinate Obligations which will be outstanding immediately after the issuance of the proposed Parity Subordinate Obligations.

For purposes of subsections (ii)(b) and (c) above, in estimating Wastewater System Net Revenues, the Consulting Engineer may take into account (1) reasonable Wastewater System Gross Revenues from specified Wastewater System projects expected to become available, (2) any increase in fees, rates, charges, rentals or other sources of Wastewater System Gross Revenues which have been approved by the City and will be in effect during the period for which the estimates are provided, and (3) any other increases in Wastewater System Gross Revenues which the Consulting Engineer believes to be a reasonable assumption for such period. With respect to Wastewater System 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 Wastewater System Operation and Maintenance Expenses, (ii) Wastewater System Operation and Maintenance Expenses associated with the specified Wastewater System projects and (iii) such other factors, including inflation and changing operations or policies of the City, 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 Wastewater System 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 Consultant.

For purposes of preparing the certificate or certificates described above, the Consulting Engineer or Consultant may rely upon financial statements prepared by the City which have not been subject to audit by an Independent Accountant if audited financial statements for the Fiscal Year or period are not available; provided, however, that an Authorized Officer of the City 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.

(iv) Nothing contained in this Agreement shall be construed to prevent the City from issuing bonds or other obligations with a lien on Pledged Revenues subordinate or junior to the lien of the Parity Subordinate Obligations on Pledged Revenues.

(v) The City may issue additional obligations payable from Pledged Revenues with a lien on Pledged Wastewater System Revenues superior to the lien of Parity Subordinate Obligations (provided, that such Superior Lien Obligations may be issued in compliance with the requirements for issuing such obligations as provided in the applicable section of the ordinance in which Outstanding Superior Lien Obligations were authorized).

Section 6. Refunding Bonds. The provisions of Section 4 hereof are subject to the following exceptions:

A. Privilege of Issuing Refunding Obligations. If at any time after this Agreement, or any part thereof, shall remain outstanding, the City shall find it desirable to refund any outstanding Parity Subordinate Obligations or other outstanding obligations payable from the Pledged Revenues, such bonds or other obligations, or any part thereof, may be refunded (but only

with the consent of the registered owner or owners thereof, unless 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 City'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 Paragraph A of Section 5 and in Paragraphs B and C of this Section).

B. Limitations Upon Issuance of Refunding Obligations. No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on parity with this Agreement authorized, unless:

(1) The lien on the Pledged Revenues of the outstanding obligations so refunded is on parity with the lien thereon of this Agreement; or

(2) The refunding bonds or other refunding obligations are issued in compliance with Paragraph A of Section 5 of above.

C. Refunding Part of an Issue. The refunding bonds or other obligations so issued shall enjoy complete equality of lien with the portion of any bonds or other obligations of the same issue which is not refunded, if any there be; and the registered owner or owners of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the registered owner or owners of the bonds or other obligations of the same issue refunded thereby.

D. Limitations Upon Issuance of any Refunding Obligations. Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the City may by ordinance provide, subject to the inclusion of any such rights and privileges designated in Paragraph C of this Section, but without any impairment of any contractual obligations imposed upon the City 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 the issue herein authorized). If only a part of the outstanding bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues are refunded, then such obligations may not be refunded without the consent of the registered owner or owners of the unrefunded portion of such obligations, unless:

(1) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest requirements evidenced by such refunding obligations and by the outstanding obligations not refunded on and prior to the last maturity date of such unrefunded obligations, or

(2) The refunding bonds or other refunding obligations are issued in compliance with Paragraph A of Section 5 above, or

(3) 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.

E. Cross-over Refunding Bonds. If the refunding bonds to be issued are Cross-over Refunding Bonds, the ordinance providing for the issuance thereof shall provide (1) that until the date on which the principal portion of the related Parity Subordinate Obligations being refunded is to be paid or redeemed from the proceeds of such Cross-over Refunding Bonds, the Cross-over Refunding Bonds shall not be Parity Subordinate Obligations and shall be payable solely from the escrow provided for in the related ordinance, and (2) a certificate of an Independent Accountant shall be prepared to demonstrate the sufficiency of the moneys and investments in the escrow to pay the principal of and interest on the Cross-over Refunding Bonds until the date on which the principal portion of the related Parity Subordinate Obligations being refunded is to be paid or redeemed and to pay or redeem the related Parity Subordinate Obligations being refunded.

Section 7. Protective Covenants. The City hereby covenants and agrees with each and every registered owner of Obligations that:

A. Rate Covenant.

(1) The City covenants that it will at all times fix rates and collect charges for each class of service rendered by the Wastewater System, and to, from time to time, amend or adjust such rates so that Wastewater System Gross Revenues, together with Pledged Environmental Services Gross Receipts Tax Revenues, shall always be sufficient to provide for the payment of the Debt Service Requirements on all Outstanding Superior Obligations, and that Wastewater System Gross Revenues, together with Pledged Environmental Services Gross Receipts Tax Revenues shall always be sufficient to provide for the payment of Parity Subordinate Obligations as and when the same become due and payable, to maintain the funds and accounts established in this Agreement, to provide for the payment of Wastewater System Operation and Maintenance Expenses which may be necessary to preserve the same in good repair and working order, including the necessary reserves therefor and all other payments necessary to meet on-going legal obligations to be paid at that time; and

(2) The City 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 Wastewater System Net Revenues, together with the Environmental Services Gross Receipts Tax Revenues, shall at least equal the greater of (a) the Debt Service Requirements on all Outstanding Superior Obligations, this Agreement, and Parity Subordinate Obligations, if any, in such Fiscal Year and the deposits required by this Agreement to be made into the various funds of this Agreement in such year or (b) 110% of the Debt Service Requirements on all Outstanding Superior Obligations, this Agreement, and Parity Subordinate Obligations, if any, in such Fiscal Year.

Failure by the City to comply with the foregoing Rate Covenant in any Fiscal Year will not constitute an event of default under this Agreement so long as the City, within 180 days, adopts the schedule of rates and charges recommended or approved by a Consulting Engineer which would bring the City into compliance with the Rate Covenant. The City is also required under this Agreement in each Fiscal Year to complete a review of its financial condition for the purpose of estimating whether the Wastewater System Net Revenues, together with the Environmental Services Gross Receipts Tax 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 City determines that the Wastewater System Net Revenues, together with the Environmental Services Gross Receipts Tax 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 Wastewater System which, in the opinion of the Consulting Engineer, will cause sufficient Wastewater System Gross Revenues, together with the Environmental Services Gross Receipts Tax Revenues, to be collected in such Fiscal Year to comply with the Rate Covenant set forth above and will cause additional Wastewater System 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 City 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 this Agreement. In the alternative of establishing fees, rates and charges necessary to meet the Rate Covenant set forth above, the City may undertake steps to reduce Wastewater System Operation and Maintenance Expenses.

B. Lien on Lands Serviced by Wastewater System. New Mexico law grants the City a lien upon each lot or parcel of land for the charges imposed for water and wastewater

services supplied by the Wastewater System to the owner of such lot or parcel (except as otherwise provided in Section 3-23-6 NMSA 1978, as amended). The City will cause each lien to be perfected in accordance with the provisions of Sections 3-23-6 and 3-36-1 through 3-36-5 NMSA 1978 as amended. The City will take all necessary steps to enforce the lien against any parcel of property the owner of which is delinquent for more than six months in the payment of charges imposed for the use of the Wastewater System.

C. Levy of Charges. The City will promptly fix, establish and levy the rates and charges which are required by the Rate Covenant. Unless contrary to any provision of applicable law, any ordinance adopted by the City to fix, establish and levy such rates and charges shall be deemed an administrative or executive matter not subject to any applicable referendum provisions of any City charter or state law. No reduction in any initial or existing rate schedule for the Wastewater System may be made unless:

(1) the City has fully complied with the provisions of Section 4 above for any 12 consecutive months out of the 16 calendar months immediately preceding the reduction of the rate schedule, and

(2) the audit required in subsection (H) of this Section or a separate certificate by an Independent Accountant for or relating to any 12 consecutive months out of the 16 calendar months immediately preceding any reduction discloses that the estimated Wastewater System Net Revenues resulting from the proposed reduced rate schedule would have been sufficient to meet the Rate Covenant in Paragraph B of this Section during the applicable 12-month period.

E. Efficient Operation. The City will maintain the Wastewater System in efficient operating condition and make such improvements, extensions, enlargements, repairs and

betterments to the Wastewater System as may be necessary or advisable for its economical and efficient operation at all times and to supply reasonable public and private demands for Wastewater System services within the Service Area.

F. Records. So long as the Obligations remain Outstanding, proper books of record and account will be kept by the City, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the Wastewater System. However, pursuant to Section 6-14-10(E) NMSA 1978, records with regard to the ownership or pledge of the Obligations are not subject to inspection or copying.

G. Right to Inspect. Owners of the Obligations, or their duly authorized agents, shall have the right to inspect at all reasonable times all records, accounts and data relating to the Wastewater System, the Pledged Environmental Gross Receipts Tax Revenues and the Net Revenues.

H. Audits. Within 180 days following the close of each Fiscal Year, the City will cause an audit of the books and accounts of the Wastewater System to be made by an Independent Accountant. Each audit of the Wastewater System shall include those matters determined to be proper by the Independent Accountant.

I. Billing Procedure. Bills for wastewater or wastewater services or facilities, or any combination, furnished by or through the Wastewater 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 City ordinance. If permitted by law, if a bill is not paid within the period of time required by City ordinance, wastewater services shall be discontinued as required by City 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.

J. Charges and Liens Upon Wastewater System. The City will pay when due from Wastewater System Gross Revenues or other legally available funds all taxes and assessments or other municipal or governmental charges, lawfully levied or assessed upon the Wastewater System and will observe and comply with all valid requirements of any municipal or governmental authority relating to the Wastewater System. The City will not create or permit any lien or charge upon the Wastewater System or the Wastewater System Gross Revenues except as permitted by this Agreement, or it will make adequate provisions to satisfy and discharge within 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 Wastewater System or the Wastewater System Gross Revenues. However, the City 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 affect on owners of the Obligations.

K. 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 Wastewater System, the City 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 Wastewater 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 City, prudent and reasonable taking into account. but not being controlled by, the amounts and types of insurance or self-insured programs provided by municipalities which operate systems such as the Wastewater 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 City may have a material interest and of which the City 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 City 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 Wastewater System, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged and thereafter, any remainder may be used to redeem Parity Wastewater System Obligations or be treated as Wastewater System Gross Revenues and used in the manner provided in Section 3.

L. Competing Wastewater System. Unless contrary to any provision of, or required by, applicable law, as long as the Obligations are outstanding, the City will not grant any franchise or license to a competing wastewater utility system, or permit any person, association, firm or corporation to sell similar wastewater utility services or facilities to any consumer, public or private, within the Service Area of the Wastewater System; provided, however, that nothing shall prevent the City from annexing land into its boundaries solely due to the fact that there is a competing utility system or person, association, firm or corporation selling similar wastewater utility services or facilities within or for the land to be annexed. Notwithstanding the foregoing, permits granted to individual homeowners shall not violate this section if the City is in compliance with the Rate Covenant.

M. Alienating Wastewater System. While this Agreement and any Superior Obligations, Parity Obligations or Subordinate Obligations are Outstanding, the City shall not, except as permitted below, transfer, sell or otherwise dispose of the Wastewater System. For

purposes of this Section, any transfer of an asset over which the City retains or regains substantial control shall not, for so long as the City has such control, be deemed a disposition of the Wastewater System.

The City may transfer, sell or otherwise dispose of the Wastewater System only if such transfer, sale or disposition complies with one or more of the following provisions:

(a) The property being disposed of is inadequate, obsolete or worn out; or

(b) The property proposed to be disposed of and all other property of the Wastewater System disposed of during the 12-month period ending on the day of such transfer (but excluding property disposed of under (a) above), will not, in the aggregate, constitute a Significant Portion of the Wastewater System determined as described below and the proceeds are deposited into the Wastewater Fund to be used as described below; or

(c) The City receives fair market value for the property, the proceeds are deposited into the Wastewater Fund to be used as described below and, prior to the disposition of such property, there is delivered 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 City as evidenced by a certificate of an Authorized Officer, the Consultant estimates that the City will be in compliance with during each of the five Fiscal Years immediately following such disposition.

For purposes of this Section, the term "Significant Portion" of the Wastewater System means property of the Wastewater System which, if such property had been disposed of by the City at the beginning of the Fiscal Year which includes the month of commencement of the 12-month period referred to in (b) above would have resulted in a reduction in Wastewater System

Net Revenues for such Fiscal Year of more than 4 % when the actual Wastewater System Net Revenues for such Fiscal Year are decreased by the revenues directly attributable to such property of the Wastewater System and increased by the expenses of the City directly attributable to such property of the Wastewater System.

Proceeds of the disposition of assets under (b) or (c) above shall be deposited into the Wastewater Fund and used, within a reasonable period of time, not to exceed three years, to (i) provide additional revenue-producing properties to the Wastewater System, (ii) redeem Parity Wastewater System Obligations or (iii) create an escrow fund pledged to pay all or a part of the Obligations and thereby cause such Obligations to be deemed to be paid as provided in the ordinance or ordinances authorizing the issuance of the Obligations.

No such disposition shall be permitted which would cause the City to be in default of any other covenant contained in this Agreement.

N. Extending Interest Payments. To prevent any accumulation of claims for interest after maturity, except as permitted by this Agreement or Related Documents, the City will not directly or indirectly extend or assent to the extension of the time for the payment of any claim for interest on the Obligations. If the time for payment of interest is extended contrary to the provisions of this Section, the installments of interest extended shall not be entitled, in case of an event of default under this Agreement, or Related Documents, to the benefit or security of this Agreement, or Related Documents until the prior payment in full of the principal of and interest on all other Obligations then outstanding.

O. Competent Management. The City shall employ experienced and competent personnel to manage the Wastewater System.

P. Performing Duties. The City will faithfully and punctually perform all duties with respect to the Wastewater System required by State and City laws, including, but not limited to, making and collecting reasonable and sufficient rates and charges for services rendered or furnished by the Wastewater System as required by this Section and the proper segregation and application of the Wastewater System Gross Revenues.

Q. City's Existence. The City will maintain its corporate identity and existence as long as the Obligations remain outstanding unless another political subdivision by operation of law succeeds to the liabilities and rights of the City, without adversely affecting to any substantial degree the privileges and rights of any Owner. However, the City may annex or de-annex land if the City complies with other applicable covenants in this Agreement.

R. [RESERVED]

S. Other Liens. Other than the Outstanding Superior Obligations and Parity Obligations, including this Agreement, there are no liens or encumbrances of any nature whatsoever on or against the Pledged Revenues.

T. Duty With Respect to Pledged Revenues. If the statutes or any ordinance which materially affects the Pledged Revenues, or any part of the ordinances, shall ever be held to be invalid or unenforceable, it shall be the duty of the City to immediately take any legally permissable action necessary to produce sufficient Pledged Revenues to comply with the contracted obligations of this Agreement, except as provided in paragraph U of this Section.

U. Impairment of Contract. The City agrees that any law or ordinance or resolution of the City in any manner affecting the Pledged Revenues or the Outstanding Obligations, or otherwise appertaining thereto, shall not be repealed or otherwise directly or indirectly modified, in such a manner as to impair adversely any Outstanding Obligations, unless

such Outstanding Obligations have been discharged in full or provision has been fully made therefor, or unless the consent of the required percentage of the registered owners of the Outstanding Obligations is obtained pursuant to the ordinance authorizing the issuance of such Obligations.

V. Limitation on Consolidation of Wastewater System. The City shall not, for so long as any of the Outstanding Obligations are Outstanding, consolidate the Wastewater System with the City's water system.

INTERIM PROMISSORY NOTE
($114,000,000 Wastewater Utility System Loan)

To the New Mexico Environment Department (NMED)
Clean Water State Revolving Loan Fund (CWSRF)
-also known as-
Wastewater Facility Construction Loan Program

FOR VALUE RECEIVED, the **City of Santa Fe** (Borrower) promises to pay the NMED at:

New Mexico Environment Department
Construction Programs Bureau
1190 S. St. Francis Drive
P.O. Box 5469
Santa Fe, New Mexico 87505

or by electronic funds transfer (EFT)

or at such other place as NMED may hereafter designate in writing, the principal amount of

One Hundred Fourteen Million Dollars ($114,000,000)

or so much of that amount as has been paid by NMED to the Borrower pursuant to the terms of the Interim Loan Agreement (Agreement) or any amendment to the Agreement for CWSRF 140 A-F between NMED and the Borrower plus **0.01% project interest annually** from the date of each respective disbursement annually until paid in full. Effective on the execution of the Agreement.

The principal plus interest due, if applicable, and payable on this Note shall be payable as follows: Principal loaned, and the subsequent interest shall be due and paid according to the Final Promissory Note as described.

Repayment Rate and Schedule

Annual principal and interest payments will commence not later than one year after completion of the project and shall be paid in annual installments due on the anniversary of the first annual installment. A Final Promissory Note will be processed and executed, and the Agreement will be amended and executed as a Final Loan Agreement to reflect the final amount loaned by NMED to Borrower. The principal amount of the Final Promissory Note and Agreement, as amended, will be an amount equal to that loaned and paid to Borrower under this Note.

Source of Repayment

The Borrower is giving a security interest by dedicating the Pledged Funds. The Pledged Funds are defined as **Net Wastewater Utility System Revenue**. Except as stated in the Ordinance, the Pledged Funds have not been pledged to the payment of any outstanding obligations and no other obligations are payable from the Pledged Funds on the date of the Ordinance. The loan will be payable and collectible solely from the Pledged Funds.

Assignment

No assignment by NMED of the right to receive payments under this Note shall affect the Borrower's obligations or rights other than to make payments either by EFT or at the address designated by NMED to the Borrower in writing.

Collection and Default

At the option of NMED, any amount paid by NMED to collect amounts due under this Note or to preserve or protect NMED's rights under the Agreement shall become a part of, and bear interest at the interest rate as set forth in the previous REPAYMENT RATE AND SCHEDULE section above and shall become immediately due and payable by the Borrower to NMED upon demand by NMED. Events of default and remedies upon an event of default as described in the Agreement in COVENANTS are incorporated herein by reference.

Prepayment

The Borrower may prepay all or any part of the principal of this Note without penalty. Extra payments, shall, after payment of interest due, be applied to the reduction of principal. After any prepayment of principal, the Borrower shall continue to pay the amounts listed in the Agreement and Final Promissory Note until the entire principal and interest are paid in full.

Authority

This Note is authorized by the Wastewater Facility Construction Loan Act, NMSA 1978, § 74-6A-1 et seq., as amended, the New Mexico Water Quality Control Commission Regulations, 20.7.5 NMAC, the New Mexico Environment Department Regulations, 20.7.6 – 20.7.7 NMAC, and the Borrower's Ordinance No. 2024-6.

This Note shall not constitute indebtedness or debt within the meaning of any constitutional, charter or statutory provision, or limitation, nor shall this Note be considered or held to be a general obligation of the Borrower. The obligations of the Borrower under the Agreement and Note are payable and collectible solely out of the Pledged Funds as defined in the Agreement, and NMED or any other holders of the Agreement or Note may not look to any general or municipal fund for the payment of the principal or interest on the Agreement or Note.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and effective as of the date listed below by the Borrower.

_____
Borrower's Authorized Signature

_____
Borrower's Printed Name

_____
Title

_____
Date

State of _

County of

Signed or attested before me on _____ by _____ ,
Date Witness for City of Sant Fe

_____
Notarial Officer Signature

[Official Stamp] Title of Office:

Clean Water State Revolving Loan Fund Interim Loan Agreement

City of Santa Fe

$17,000,000 Water Utility System Loan Agreement

(Made pursuant to Funding Package consisting of $151,000,000 total Loan at 0.01%

The following items are included as part of the funding agreement:

- **Financial Pages and NMED Project Conditions, General Conditions, and Covenants**
- **Covenants and Provisions Applicable to Net Water Utility System Revenue Debt Obligations (Attachment 1)**
- **CWSRF Federal Requirements:**

Applies to All Projects:

- **Super Crosscutters**
- **Generally Accepted Government Accounting Practices**
- **Useful Life**
- **Office of the Inspector General Poster**
- **Cost and Effectiveness**

Applies only to Treatment Works Projects (UV Disinfection and Sewer Line Repair):

- **American Iron and Steel**
- **State Environmental Review Process**
- **Davis-Bacon Wage Rates**
- **Fiscal Sustainability Plan**


NEW MEXICO
ENVIRONMENT DEPARTMENT

INTERIM LOAN AGREEMENT
NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
CLEAN WATER STATE REVOLVING LOAN FUND (CWSRF) –also known as-
WASTEWATER FACILITY CONSTRUCTION LOAN PROGRAM

_Loan Number: CWSRF 140 A-F

Name of Borrower: **City of Santa Fe**

$17,000,000 Water Utility Loan Agreement (made as part of total CWSRF Loan package of $151,000,000, Interest Rate: 0.01%

This Interim Loan Agreement (Agreement) between the New Mexico Environment Department (NMED) of the State of New Mexico and the City of Santa Fe (Borrower) becomes effective on the date signed by the NMED. Borrower has enacted Ordinance No. 2024-6 approved on August 14, 2024 (as amended by Ordinance No. 2025-___ approved on _____, 2025), hereinafter referred to as the "Ordinance") which authorizes execution of this Agreement, authorizes the Borrower to accept loan funds from NMED, and irrevocably pledges Net Water Utility System Revenues (Pledged Funds) for the repayment of the loan.

Listed below are agency contacts.

Borrower's Name and Address: City of Santa Fe 200 Lincoln Avenue PO Box 909 Santa Fe, New Mexico 87504-0909	**NMED:** New Mexico Environment Department Clean Water State Revolving Fund Program P.O. Box 5469 Santa Fe, New Mexico 87505 NMENV-cpbinfo@state.nm.us
Borrower's Contact Information: _____, Public Utilities Director (505) 955-4650	**NMED Contact Information:** Stephanie DuBois, Project Engineer (505) 538-5539, stephanie.dubois@env.nm.gov Maria Molina, Program Administrator (505) 670-3876, maria.molina2@env.nm.gov

Jonna Leigh Stack, Project Administrator 505-955-4206 jlstack@santafenm.gov	Rhonda Holderman, Financial Manager, Loans and Grants (505) 363-9396, Rhonda.holderman@env.nm.gov
Emily K. Oster, Finance Director	
(505) 955-6171	
5ekoster@santafenm.gov	

Incorporated as part of this Agreement as though fully set forth in this Agreement is the following:

Borrower's Loan Ordinance
Interim Promissory Note
Proposed Loan Amortization Schedule
Project Description Form

I. Project Description:

A. Project under this agreement includes:

- Nichols Dam Outlet Works Rehabilitation.

B. Borrower agrees that it will implement, in all respects, the project outlined in the attached Project Description, and made a part of this Agreement.

C. Borrower agrees to make no change in the Project Description without first submitting a written request to NMED and obtaining NMED's written approval of the required change, and if necessary, an amended loan agreement.

II. Loan Amount:

NMED agrees to loan funds to the Borrower to pay for approved costs to plan, acquire and construct the Project, in an amount not to exceed: $17,000,000 (Water Utility System Loan Amount) at the **interest rate of 0.01% annually** upon the terms and conditions set forth in this Agreement and the Interim Promissory Note.

Provided the Borrower complies with the Construction Conditions and the CWSRF Requirements below, the loan amount will be available for a period of three **(3) years** from the date of this Agreement. Subject to completion of the Project within the three (3) year construction period, Borrower shall determine the construction schedule for the project in its reasonable discretion.

III. Funding:

A. Project interest accrues during construction at **0.01%** annually from the

date of each disbursement from NMED to the Borrower up to the date the final disbursement request is approved by NMED. The interest accrued during construction, if applicable, shall be payable as follows:

1. Project Interest shall be due and payable in one lump sum within two weeks of receiving notice of final loan amount from the NMED, or

2. Project Interest shall be added to the loan amount disbursed and shall become part of the principal due during the term of the Final Promissory Note.

B. FINANCE COSTS

Finance costs, if applicable, will be determined upon the issuance of the Final Loan Agreement and will be based on the final amount loaned, accrued project interest and agreed upon repayment terms.

C. REPAYMENT TERMS

Repayment terms will be determined upon issuance of the Final Loan Agreement. Any loan term must be substantiated by the Borrower, and the loan term shall not exceed the average economic life of the project as a whole.. Repayment will begin not less than one year after project completion. Repayment need not be based on level payments of principal and interest, but may instead be structured to address Borrower's needs with respect to cash flow, anticipated utility rate increases, and other relevant factors, in Borrower's discretion; provided, that structured repayments shall not be interest-only, but shall include annual amortization of a portion of unpaid principal and payment of interest.

The Borrower may pay off ("Prepay") all or any part of the loan at any time following delivery of written notice to NMED of Borrower's election to Prepay, specifying the principal amount to be prepaid, together with interest thereon accrued to the date of prepayment.

D. ACTUAL LOAN AMOUNT DISBURSED

(i) If the loan amount disbursed is less than the amount in Section III. Loan Amount, then the Final Loan Agreement and the Final Promissory Note shall reflect actual loan disbursements. If the Borrower does not pay the Project Interest within two weeks of receiving notice of final loan amount from the

NMED, then the accrued Project Interest shall be incorporated into the principal amount in the Final Promissory Note.

(ii) At the Borrower's request, NMED will reallocate unused loan amounts for other eligible projects of the Borrower, and will either amend an existing loan agreement and note ("Loan Documentation") or enter into new Loan Documentation with Borrower reflecting the reallocation of unused proceeds for other eligible purposes. Borrower shall be responsible for determining that funds pledged for repayment in connection with such Loan Documentation is from an appropriate source.

(iii) Within the State and Federal requirements applicable to the Loan Agreement, NMED intends to utilize amounts repaid by Borrower hereunder to provide additional loans to Borrower for eligible purposes, at Borrower's request.

E. SECURITY – PLEDGED FUNDS

The Borrower is giving a security interest by dedicating the Pledged Funds. The Pledged Funds are defined as Net Revenues of the Water Utility System owned and operated by the City of Santa Fe, as more specifically defined in the Covenants and Provisions Applicable to Net Water Utility System Revenue Debt Obligations attached hereto as Attachment 1 ("Attachment 1"), which are hereby incorporated in this Agreement.

Except as stated in Attachment 1, the Pledged Funds have not been pledged to the payment of any outstanding obligations and no other obligations are payable from the Pledged Funds on the date of the Ordinance. The loan will be payable and collectible solely from the Pledged Funds.

F. DEFAULT AND LATE CHARGES

Failure by the Borrower to pay the annual payments as set forth in the Final Loan Agreement and Final Promissory Note shall constitute an event of default. Late charges may be assessed at the discretion of NMED. See VI. COVENANTS, Sections H and I for default procedures.

G. DEMAND FEATURE

This Agreement has a demand feature in the event of default and the total principal and interest due shall be paid on demand. See VI. COVENANTS Sections H and I for default procedures.

H. NO DEBT SERVICE RESERVE FUND OR MATCHING REQUIREMENTS.

Borrower shall not be required to establish a debt service reserve fund or to provide matching funds pursuant to this Agreement. In lieu of debt service reserve fund requirements, Borrower shall comply with the Rate Covenant herein. See VI, COVENANTS Section E.

IV. Project Conditions:

A. After the date of this Agreement, but prior to NMED's approval of the Contract Documents, for any phase, the Borrower's attorney shall provide an opinion satisfactory to NMED that the Borrower is an incorporated entity.

B. Upon execution of this Agreement, the Borrower shall follow the procedures listed below unless waived in writing by NMED. Disbursement by NMED may be withheld if any of these procedures are not followed by the Borrower.

1. If these Funds are to be used for engineering and/or other professional services, the Borrower shall submit documentation regarding the hiring process to be used and the (RFP), to NMED for review and approval prior to selecting engineering and/or other professional services. An RFP for engineering services and/or other professional services must comply with the New Mexico Procurement Code. NMSA 1978, Sections 13-1-21 et seq. Engineering Services must be chosen based on a qualification-based request for proposal process regardless of the anticipated cost. A minimum of three proposers must be interviewed as part of the selection process. The Borrower is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB email ptab@acecnm.org.)

2. If these Funds are to be used for engineering and/or other

professional services, the Borrower shall submit a draft form of any engineering agreement and/or other professional services contract, or a letter certifying that the Borrower's staff will perform the engineering and/or other professional services, to NMED for review and approval prior to executing the agreement/contract or using Borrower's staff. The preferred engineering agreement format is the "Publicly Funded Project" form prepared by NMED and posted on the website at https://www.env.nm.gov/construction-programs/cpb-forms-and-documents-2/.

3. If these Funds are to be used for engineering design or for construction, the Borrower shall submit all plans, specifications, and any addenda for this project to NMED for review and approval before the project is advertised for construction bids. Plans, specifications, and addenda shall be prepared by a registered New Mexico Professional Engineer.

4. Following NMED approval of the proposed award, the Borrower shall submit to NMED for review the notice of the award and the minutes of meeting in which award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed. The selected contractor will be required to post a performance and payment bond in accordance with requirements of NMSA 1978, Section 13-4-18.

5. The selected contractor will be required to submit a construction schedule to the Borrower at the pre-construction conference.

6. The Borrower will submit all modifications to plans and contract by change orders to the NMED project manager promptly for review and approval prior to implementation of such modification or change. NMED's written decision approving or disapproving the modification shall be rendered promptly to the Borrower. If immediate action is needed, a verbal notification of NMED's decision will be made, followed by written notification.

7. The Borrower shall provide a full-time construction inspector during construction of the project. The Borrower shall submit the inspector's résumé and inspection reports to NMED for review and approval.

8. NMED shall have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans.

8. NMED may require proof of deposit and/or proof of payments to contractors and consultants, including the disbursement of funds other than those provided by the Agreement.

9. The Borrower (or the system owner) shall employ properly certified utility operators and shall comply with all provisions of the New Mexico Utility Operators Certification Act, NMSA 1978, Sections 61- 33-1 et seq.

10. With the exception of easements (See Section V.H), when real property is acquired by the Borrower, either through purchase or donation as a part of this project and within the project period, the Borrower will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by NMED prior to the acquisition of any real property. After real property acquisition, the Borrower will make available to NMED all documents of title pertaining to the acquired property and all easements or rights- of-way necessary for the completion of work under this agreement.

11. If the Funds are to be used for construction of water distribution lines, the existing population served by the project shall be connected to the collection system or distribution system within a reasonable time after project completion. This will be accomplished by adoption and annual review of an Ordinance and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law.

12. Notwithstanding the other provisions of this Agreement the Borrower shall comply with the Prompt Payment Act, NMSA 1978, Sections 57-28-1 et seq. The Project will not be considered complete until the work as defined in this Agreement has been fully performed, and finally and unconditionally accepted by the Borrower and NMED.

14. If the Funds are to be used for construction, final disbursement will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:

    a) Operation and maintenance manuals or a letter from the owner certifying receipt and acceptance of the operation and maintenance manuals.

    b) A final reimbursement request including the final certified construction pay request prepared by the Borrower's project engineer and approved by the Borrower.

    c) A certificate of substantial completion including punch list items.

    d) A letter certifying project acceptance by the Borrower and the Borrower's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Borrower, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Borrower and contractors will be submitted to NMED for final review and approval.

    e) Certification letter by the Borrower that the Labor Standards Contract Provisions have been met.

    f) Record drawings prepared by the Borrower's project engineer or a letter from the owner certifying receipt and acceptance of the record drawings.

    g) Complete and legally effective releases or waivers (satisfactory to the Borrower) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished thereunder. In lieu thereof and as approved by the Borrower, contractor(s) may furnish receipts or releases in full an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Borrower or its property might in any way be responsible,

have been paid or otherwise satisfied.

h) A written consent of the surety, if any, to final payment; and

i) Borrower's ledger sheets including all payments made by the Borrower may be requested with the final disbursement request and before the final disbursement request can be processed by NMED.

j) Verification to NMED of FSP and written certification that a FSP is in place.

15. The Borrower must ensure that each procurement contract contain the following term and condition: The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of the contract which may result in the termination of the contract or other legally available remedies.

16. The Borrower shall require the Contractor of the Project to post a performance and payment bond approved by NMED in the amount of the bid.

17. Bid tabulation and supporting documents (Contract Documents) shall be prepared and furnished to NMED within fifteen (15) days of bid opening. The Borrower shall not proceed with construction of the Project until NMED has approved the Contract Documents.

18. Any change order to the Project construction contract which results in a change to the Project's contract amount, scope of work, or schedule must be approved by NMED.

19. Borrower agrees to implement environmental recommendations that will be supplied by NMED prior to final Plan approval.

20. The Borrower must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to NMED for review prior to advertising for construction. The Borrower must certify in writing that this has been done prior to the award of the construction contract. A site certificate addressing the property upon or through which the facility is being constructed and prepared by the

Borrower's attorney is required.

21. The Borrower agrees to obtain a single audit annually from an Independent Professional Auditor.

22. The Borrower shall achieve Project Completion by the end of the loan agreement term. Project Completion means the date the operations of the completed works are initiated or capable of being initiated, whichever is earlier. This also applies to individual phases or segments.

23. If the Borrower is unable to complete the project by the loan termination date, the Borrower must notify NMED at least 30 days prior to the loan termination date, otherwise, NMED may terminate this Agreement or may withhold Funds. If NMED terminates this Agreement, the Borrower shall refund any Funds disbursed to the Borrower by NMED within ninety (90) days of termination.

V. General Conditions:

A. This Agreement is made pursuant to and in accordance with the provisions of the Wastewater Facility Construction Loan Act, NMSA 1978, § 74-6A-1 et seq., as amended, the New Mexico Water Quality Control Commission Regulations,
20.7.5 NMAC, and the New Mexico Environment Department Regulations, 20.7.6 –20.7.7 NMAC.

B. Pursuant to the Ordinance of the Borrower, the Borrower is authorized to enter into this Agreement and the Final Loan Agreement and to execute and deliver an Interim Promissory Note and Final Promissory Note. The terms of the Ordinance and Interim Promissory Note are incorporated as part of this Agreement as though fully set forth in this Agreement.

C. For the purposes of this Agreement, NMED's inspection, review and approval of the Project are only for the purposes of determining compliance with applicable State regulations. NMED approval shall not be interpreted as any warranty or guarantee. Approval of the plans and design of the Project means only that plans are complete. NMED will bring to the Borrower's attention any obvious defects in the Project's design, materials, or workmanship, but all such defects and their correction shall be the responsibility of the Borrower and its contractors. Any questions raised by NMED shall be resolved exclusively by the Borrower and its contractors, who shall remain responsible for the completion and success of the Project.

D. The Borrower warrants, represents and agrees that it, and its contractors, subcontractors, employees, and representatives will comply with all applicable State and Federal laws and regulations, and the requirements set forth in this Agreement or any amendment to the Agreement.

E. If the Borrower seeks additional funding from any other entity for the Project, the Borrower agrees that the Borrower is solely responsible for satisfying any requirements arising as a result of funding from that other entity.

F. The Borrower warrants that the internal financial statements provided to NMED by the Borrower for approval of the loan do not contain false material statements, representations, certifications, or omissions of material fact.

G. The Borrower shall submit all future audited financial reports to the State Auditor as required by the State Auditor's Rules.

H. The proceeds of the loan shall be used for the Project and for no other purpose. Unallowable uses of the proceeds of the loan include but are not limited to paying administrative expenses (including applications for funding), costs of Borrower employees, late fees, interest, or penalties. Those costs shall be paid by the Borrower.

I. The parties agree that allowable costs will be limited to those costs that are necessary, reasonable, and related to the efficient achievement of the objectives of this Agreement. The Borrower must justify all expenditures for which it requests reimbursement, according to accepted NMED criteria and procedures. NMED may withhold reimbursement of any item or expenditure and may reclaim improperly documented reimbursement until the Borrower provides sufficient justification. NMED may not disburse any loan funds if the Borrower fails to adhere to the schedule described in Section IV. above.

J. For any phase of the Project which requires National Environmental Policy Act (NEPA) review, NMED shall not disburse any funds for that phase until a NEPA review is completed.

K. The Borrower agrees to abide by all required Equal Employment Opportunity laws, both State and Federal.

L. The Borrower agrees that it will take affirmative action to ensure that the Project is constructed in compliance with Federal and State occupational health and safety laws and that inspectors authorized by NMED's Occupational Health and Safety Bureau will be given free access to the Project sites.

M. The Borrower agrees to make all fiscal records related to the Project available to NMED, the United States Environmental Protection Agency, the United States General Accounting Office (GAO), and the State Auditor for inspection and audit.

N. The obligations of the Borrower under the Agreement are the special limited obligations of the Borrower as set forth in the Agreement and the Note. The Agreement and the Note shall not constitute indebtedness or debt within the meaning of any constitutional, charter or statutory provision, or limitation, nor shall the Agreement and Note be considered or held to be a general obligation of the Borrower. The obligations of the Borrower under the Agreement and Note are payable and collectible solely out of the Pledged Funds as defined in the Agreement, and NMED or any other holders of the Agreement or Note may not look to any general or municipal fund for the payment due on the Agreement or Note.

O. The Borrower agrees to operate and maintain the Project so that the Project will function properly over the structural and material design life of the Project.

P. The loan will not be used by the Borrower on any project constructed in fulfillment, in whole or in part, of requirements made of a subdivider by the provisions of the Land Subdivision Act, NMSA 1978, §§ 47-5-1 to 47-5-8.

Q. The Borrower understands and agrees that the Project is subject to Federal and State regulations and acceptance of any disbursement pursuant to the Agreement constitutes an agreement by the Borrower that the amounts have been properly accounted for and expended in accordance with applicable Federal and State regulations.

R. The Borrower agrees to maintain separate Project accounts in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB) including standards relating to the reporting of infrastructure assets. If requested by NMED, the Borrower shall conduct an audit of the financial records pertaining to the Project.

VI. Covenants:

Attachment 1 (Covenants and Provisions Applicable to Net Water Utility System Revenue Debt Obligations ("System Covenants")) is hereby incorporated hereinbelow and shall be controlling in the event of inconsistency between the System Covenants and the following covenants, but only to the extent of such inconsistency.

A. (i) Disbursements (payment of loan funds) to the Borrower made pursuant to the Agreement will be available on and after the date of the execution of the Agreement and Note if the Borrower is compliant with the Conditions and Covenants of the Agreement. Disbursements will be made only for actual costs incurred by the Borrower to plan, design, construct or acquire the Project, or any phase thereof. The Borrower shall request disbursements on forms acceptable to NMED on at least a quarterly basis and such requests shall be prepared by and certified by the Borrower. All disbursements to the Borrower will be made in accordance with applicable Federal and State regulations. Eligible planning, design and associated pre-building costs that are within the scope of the project and were incurred prior to signing the Agreement are payable under the Agreement and shall be submitted for reimbursement immediately upon execution of the Agreement. Interim disbursements will be made as the work progresses. Interim disbursement requests shall be submitted by the Borrower within ninety (90) days after the liability of the Borrower was incurred as evidenced by the date of the invoice for which disbursement is being requested. NMED shall use commercially reasonable efforts to disburse loan proceeds, or to notify Borrower that the disbursement request is incomplete or otherwise unsatisfactory, within 10 business days after receiving a disbursement request from Borrower.

(ii) NMED will compensate Borrower for the actual and reasonable costs of employing personnel (which may be a current employee of Borrower) tasked with assisting Borrower in preparing, documenting and submitting disbursement requests, and working with NMED to resolve issues relating thereto ("Disbursement Request Administration"). Reimbursement of the Borrower by NMED for the Borrower's actual and reasonable costs of employing such personnel is conditioned on the Borrower providing reasonably detailed, contemporaneous time records describing the activities of such personnel in connection with Disbursement Request Administration as part of each disbursement request. [Such costs [will] [will not] be paid from loan proceeds.]

B. The Borrower shall not sell, lease, or transfer any property related to the Project except as permitted by the Ordinance, as amended, and supplemented.

C. The Borrower shall not obligate the Pledged Funds for this Agreement except as set forth in the Ordinance as adopted at the time of execution of the Agreement.

D. The Borrower hereby irrevocably agrees that the Borrower has fixed and collected, or will fix and collect, adequate rates, fees, and other charges for the use of the System (as defined in the Ordinance) which will be sufficient to satisfy the Agreement and the Note.

E. If the pledged funds shall prove insufficient to produce the Repayments set forth herein and in the Interim and Final Promissory Note, the Borrower agrees to adjust and increase such rates, fees, and charges in the manner authorized by law to provide funds sufficient to produce the repayment of the loan set forth herein and in the Interim and Final Promissory Note, as set forth in the Rate Covenant in the System Covenants.

F. The Borrower shall not provide any free services of the Water Utility System. The Borrower shall, to the full extent permitted by law, collect payment for water services provided. The Borrower shall notify NMED should delinquent users impact their ability to service this agreement as defined.

G. The Borrower shall maintain property, liability and fidelity insurance coverage on the Project as required by NMED and provide written proof of such insurance coverage to NMED.

H. The following shall constitute an event of default under the Agreement:

1. The failure by the Borrower to pay the annual payment on the repayment of the loan set forth in the Agreement and Interim and Final Promissory Notes when due and payable either at maturity or otherwise or

2. Default by the Borrower in any of its covenants or conditions set forth under the Agreement (other than a default set forth in the previous clause of this section) for 60 days after NMED has given written notice to the Borrower specifying such default and requiring the same to be remedied.

I. Upon occurrence of an event of default:

1. The entire unpaid amount of the Agreement and Interim and Final Promissory Note may be declared by the NMED to be immediately due and payable, and the Borrower shall pay the amounts due under the Agreement and Interim and Final Promissory Note from the Pledged Funds, either immediately or in the manner required by NMED in its declaration.

2. If the event of default is under clause one of Subsection H, NMED is authorized to set water user rates in the area of the Borrower's jurisdiction in order to provide sufficient money for repayment, on scheduled due dates of the loan and proper operation and maintenance of the Water Utility System. Funds sufficient to provide for repayment, on scheduled due dates of the loan and proper operation and maintenance of the System shall be identified through a rate- setting analysis that will ensure enough revenue to cover yearly expenses and emergencies, a reserve fund for non-major capital items and equitable pay for staff. The rate-setting analysis may be reviewed and changed on a yearly basis if necessary.

3. If default by the Borrower is of covenants or conditions required under the Agreement, the Borrower may be required to refund the amount of the loan disbursed to the Borrower from NMED.

4. NMED shall have no further obligation to make disbursements to the Borrower under the Agreement and may pursue any other appropriate remedies.

J. NMED retains the right to seek enforcement of the terms of the Agreement. If the parties cannot reach agreement regarding disputes as to the terms and conditions of this Agreement, such disputes are to be resolved in the district court of Santa Fe County. The parties agree that the district court for

Santa Fe County shall have exclusive jurisdiction over the parties and the subject matter of this Agreement and waive the right to challenge such jurisdiction.

K. This Agreement, the Ordinance and the Note incorporate all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement, the Ordinance, and the Note. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement, the Ordinance, and the Note.

L. This Agreement shall be binding upon and inure to the benefit of the Borrower, NMED and their respective successors. The rights and obligations under the Agreement and Interim and Final Promissory Note may not be assigned by the Borrower.

M. No change shall be made to the Agreement or the Interim and Final Promissory Note except in writing signed by NMED and the Borrower.

CWSRF FEDERAL REQUIREMENTS: APPLIES TO ALL PROJECTS

New Mexico CWSRF Loan Agreement Provision LA 1: Anti-Discrimination Laws (Super Cross- Cutters)

All recipients of CWSRF financial assistance are required to comply with the following provisions:

Civil Rights Laws (i.e., Super Crosscutters)

- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. § 1251
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794
- The Age Discrimination Act of 1975, 42 U.S.C. § 6102

These four 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 financial assistance. All recipients of CWSRF financial assistance must agree, and required their contractors and subcontractors to agree, not to discriminate on the basis of race, color, national origin, sex, disability or age.

New Mexico CWSRF Loan Agreement Provision LA2: Generally Accepted Governmental Accounting

All recipients of CWSRF financial assistance (Assistance Recipients) are required to comply with the following provisions:

Section 602(b)(9) of the Federal Water Pollution Control Act (FWPCA) states:

(9) the State will require as a condition of making a loan or providing other assistance, as described in section 603(d) of this Act, from the fund that the recipient of such assistance will maintain project accounts in accordance with generally accepted government accounting standards, including standards relating to the reporting of infrastructure assets

The most recent applicable standard is GASB Statement No. 34 (GASB 34), issued in June 1999, which details governmental reporting requirements including standards for reporting of infrastructure assets. Further details on the requirements, as well as the full text of GASB 34, can be obtained through the GASB. CWSRF assistance recipients that follow GAAP standards other than GASB 34 are still required to maintain project accounts according to GAAP and apply GAAP standards for reporting on infrastructure assets.

Pursuant to Section 602(b)(9) of the FWPCA, all CWSRF Assistance Recipients must agree to maintain project accounts according to Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), using standards relating to the reporting of infrastructure assets.

New Mexico CWSRF Loan Agreement Provision LA13: Useful Life Requirement

All recipients of CWSRF financial assistance are required to comply with the following provisions:

Section 603(d)(1)(A) of the Clean Water Act (as amended) restricts the terms of CWSRF loans to the lesser of 30 years or the useful life of the project. All applicants for CWSRF financial assistance agree to provide an engineer's estimate of the useful life of project components to be funded by the CWSRF.

New Mexico CWSRF Loan Agreement Provision LA14 Office of Inspector General Posting

The US Environmental Protection Agency requires that contracts exceeding $1,000,0000 prominently display the Office of the Inspector General Hotline poster within contractor work areas and facilities where work is performed.

Posters may be obtained at: https://www.epa.gov/office-inspector-general/poster-report-fraud-waste-and-abuse-epa-oig-hotlineThe parties have executed this Agreement on the dates set forth by their respective names.

LA 18 Cost and Effectiveness—Government Requirement

Under the Federal Water Pollution Control Act (FWPCA) section 602(b)(13), the CWSRF program requires that all assistance recipients certify that they have conducted the studies and evaluations described in 602(b) (13 (A) and (B) herein referred to collectively as a cost and effectiveness analysis. The statute requires that a cost and effectiveness analysis involve, at a minimum:

- the study and evaluation of the cost and effectiveness of the processes, materials, techniques, and technologies for conducting the proposed project or activity for which assistance is sought under this title; and
- the selection, to the maximum extent practicable, of a project or activity that maximizes the potential for efficient water use, reuse, recapture, and conservation, and energy conservation, considering—
    - the cost of constructing the project or activity.
    - the cost of operating and maintaining the project or activity over the life of the project or activity; and
    - the cost of replacing the project or activity.

CWSRF FEDERAL REQUIREMENTS: APPLIES ONLY TO TREATMENT WORKS PROJECTS

(UV Disinfection and Sewer Line Repair):

AMERICAN IRON AND STEEL (AIS) REQUIREMENTS

The Federal Water Pollution Control Act (P.L. 92-500) Section 608 requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works.

The Act states:

> SEC. 608. REQUIREMENTS.
> *(a)* IN GENERAL.—Funds made available from a State water pollution control revolving fund established under this title may not be used for a project for the construction, alteration, maintenance, or repair of treatment works unless all of the iron and steel products used in the project are produced in the United States.
> *(b)* DEFINITION OF IRON AND STEEL PRODUCTS.—In this section, the term `iron and steel products' means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, construction materials.
> *(c)* APPLICATION.—Subsection (a) shall not apply in any case or category of cases in which the Administrator finds that—
>
> (1) applying subsection (a) would be inconsistent with the public interest.
> (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
> (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.
>
> *(d)* WAIVER.—If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public, on an informal basis, a copy of the request and information available to the Administrator concerning the request and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet site of the Environmental Protection Agency.
> *(e)* INTERNATIONAL AGREEMENTS.—This section shall be applied in a manner consistent with United States obligations under international agreements.
> *(f)* MANAGEMENT AND OVERSIGHT.—The Administrator may retain up to 0.25 percent of the funds appropriated for this title for management and oversight of the requirements of this section.
> *(g)* EFFECTIVE DATE.—This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that

agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of enactment of the Water Resources Reform and Development Act of 2014.

AMERICAN IRON AND STEEL (AIS) GUIDANCE

The following guidance excerpt has been provided from EPA:

(Complete guidance may be downloaded from: https://www.epa.gov/cwsrf/state-revolving-fund- american-iron-and-steel-ais- requirement)

Covered Iron and Steel Products

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:
Lined or unlined pipes or fittings;
Manhole Covers.
Municipal Castings (defined in more detail below),
Hydrants.
Tanks;
Flanges.
Pipe clamps and restraints; Valves.
Structural steel (defined in more detail below);
Reinforced precast concrete; and
Construction materials (defined in more detail below).

12) What does the term 'primarily iron or steel' mean?

'Primarily iron or steel' places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem coupling, valve, seals, etc.).
However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product

be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does 'produced in the United States' mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example, trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of 'municipal castings?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches;
Ballast Screen.
Benches (Iron or Steel);
Bollards.
Cast Bases.
Cast Iron Hinged Hatches, Square and
Rectangular; Cast Iron Riser Rings.
Catch Basin Inlet;
Cleanout/Monument Boxes;
Construction Covers and Frames;
Curb and Corner Guards.
Curb Openings.
Detectable Warning Plates;
Downspout Shoes (Boot,
Inlet).
Drainage Grates, Frames and Curb Inlets;
Inlets.
Junction
Boxes.
Lampposts.
Manhole Covers, Rings and Frames, Risers,
Meter Boxes.
Service Boxes.
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings.
Trash
receptacles;
Tree Grates.
Tree Guards;
Trench Grates;
and
Valve Boxes, Covers and Risers.

20) What is 'structural steel'?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a 'construction material' for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical

components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a 'construction material' for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system. The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters,
heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

<u>Certification and Compliance</u>

NMED Form #C4 "American Iron and Steel (AIS) Certification" must be executed and included in the bid package. Failure to complete the certification will result the bid being returned. The contractor will

supply to the loan recipient manufacturers' certifications for each iron and steel item documenting/asserting that all manufacturing processes occurred in the United States. Such certifications will be submitted with shop drawings.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework is described in the guidance document found at: https://www.epa.gov/cwsrf/american-iron-and-steel-requirement-waiver-process

Approved and denied waivers may be reviewed at: https://www.epa.gov/cwsrf/american-iron-and- steel-requirement-approved-project-waivers and https://www.epa.gov/cwsrf/american-iron-and- steel-requirement-withdrawn-or-denied-waivers

De Minimis Materials Waiver

The EPA has granted a nationwide waiver of the AIS requirements of the Consolidated Appropriations Act under the authority of Section 436(b)(1) (public interest waiver) for de minimis incidental components of eligible infrastructure projects. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the total materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the total materials used in and incorporated into a project. Contractors who wish to use this waiver should determine the costs of all items installed or supplied for the project. The contractor must retain relevant documentation (i.e., invoices) for each of these items in their project files and must summarize the

items in monthly draw requests to the owner: the total cost of all materials, the total cost of "incidental" materials, and the calculations by which they determined the percentage of incidental products installed or supplied for the project. None of the products specifically listed as "Covered Iron and Steel Products" are incidental, nor are the products identified in detail in the technical specifications.

New Mexico CWSRF Loan Agreement Provision LA9 Environmental Review Requirements

The Federal Water Pollution Control Act section 511(c)(1) applies the National Environmental Policy Act (NEPA) to assistance for the construction of treatment works. All CWSRF-funded projects involving the construction of treatment works, regardless of the source of the funding, must undergo an environmental review following the procedures in NMED's State Environmental Review Process.

Assistance recipients ("sub-recipients") for CWSRF-funded treatment works projects are required to comply with Section 513 of the Federal Water Pollution Control Act (P.L. 92-500, as amended by the Water Resources Reform and Development Act of 2014) requiring all laborers and mechanics employed by contractors working on treatment works to be paid prevailing wages as determined by the Secretary of Labor. It is considered a Davis-Bacon related Act.

DAVIS-BACON REQUIREMENT (GOVERNMENTAL ENTITIES)

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the Water Resources Reform and Development Act of 2014 (WRRDA), DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund. If a sub-recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub-recipient must discuss the situation with NMED before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub-recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub-recipient shall monitor https://beta.sam.gov/ weekly to ensure that the wage determination contained in the solicitation remains current. The sub-recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub-recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub-recipient.

(ii) If the sub-recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub-recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub-recipient shall monitor https://beta.sam.gov/ on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the sub-recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub-recipient shall insert the appropriate DOL wage determination from https://beta.sam.gov/ into the ordering instrument.

(c) Sub-recipients shall review all subcontracts subject to DB entered into by prime contractors to verify

that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub-recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub-recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub-recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The sub-recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub-recipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or -FY 2014 Water Resource Reform and Development Act, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub-recipients may obtain wage determinations from the U.S. Department of Labor's web site,

www.dol.gov.

(ii)(A) The sub-recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub-recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub-recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably

anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) Withholding. The sub-recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub-recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub-recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for

this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub-recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3.

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work

they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until

an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub-recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii)The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of $100,000.

(a) Contract Work Hours and Safety Standards Act. The sub-recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub-recipient**,** upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub-recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub-recipient shall insert in any such contract a clause providing hat the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub-recipient shall periodically interview a sufficient number of employees entitled to DB

prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub-recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub-recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub-recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub-recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The sub-recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub-recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub-recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub-recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub-recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub-recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub-recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

DAVIS-BACON REQUIREMENT (NON-GOVERNMENTAL ENTITIES)

Under these terms and conditions, the sub-recipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2014 Water Resource Reform and Development Act, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund. If a sub-recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub-recipient must discuss the situation with NMED before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Sub-recipients must obtain proposed wage determinations for specific localities at https://beta.sam.gov/. After the Sub-recipient obtains its proposed wage determination, it must submit the wage determination to the **New Mexico Environment Department Construction Programs Bureau** ((505)-469-3459) for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.)

(b) Sub-recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the sub-recipient shall monitor https://beta.sam.gov/. on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The sub-recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub-recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub-recipient.

(ii) If the sub-recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the sub-recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub-recipient shall monitor https://beta.sam.gov/ on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the sub-recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the sub-recipient shall insert the appropriate DOL wage determination from https://beta.sam.gov/ into the ordering instrument.

(d) Sub-recipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub-recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub-recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the sub-recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the

contract or ordering instrument by change order. The sub-recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the sub-recipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF - or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2014

(b) Water Resource Reform and Development Act -, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub-recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub-recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub-recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub-recipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub-recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) Withholding. The sub-recipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any

other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub-recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub-recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the sub-recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the

Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub-recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3.

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer

and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the

Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii)Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Sub-recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. **4. Contract Provision for Contracts in Excess of $100,000.**

(a) Contract Work Hours and Safety Standards Act. The sub-recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub-recipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub-recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years

from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub-recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub-recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The sub-recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub-recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub-recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub-recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c). The sub-recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub- recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the sub-recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub-recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub-recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The sub-recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub-recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm.

New Mexico CWSRF Loan Provision LA15 Fiscal Sustainability Plan

	Fiscal Sustainability Plan Requirement	LA15

The 2014 Clean Water Act amendments require recipients of CWRF loans for projects involving a publicly owned treatment works to certify that they have developed and implemented a Fiscal Sustainability Plan (FSP) or another plan that meets minimum requirements, or that they will prepare an FSP. The minimum required elements for an FSP are listed in Section 603(d)(1)(E) of the Clean Water Act. Loan recipients shall develop and implement a FSP that includes the following:

- An inventory of critical assets that are part of the system. Critical assets are those that are necessary for sustained system performance.
- An evaluation of the condition and performance of critical assets.
- A plan for maintaining, repairing and replacing critical assets and for funding those activities.
- An evaluation and implementation plan for water and energy conservation.

The FSP requirement applies to all publicly owned treatment works construction or design/ construction projects funded in-part or in-full of State Revolving Fund (SRF) loans. The FSP must cover the entire project for which SRF funding is provided.

At the completion of the project, the loan recipient can:

Certify that a Fiscal Sustainability Plan (FSP) has been developed and implemented that meets the minimum required elements listed above. The FSP certification statement must be submitted before a final loan agreement is executed. The FSP will be available for NMED review during a site visit or inspection.

Agree to develop and implement a Fiscal Sustainability Plan (FSP) that will meet the minimum required elements listed above. The certification statement must be submitted before a final loan agreement is executed. The FSP must be completed prior to final disbursement. The FSP will be available for NMED review during a site visit or inspection.

By executing this Agreement, the undersigned represents authorization to act on behalf of the Recipient.

BY:

_____

Signature of duly authorized Recipient
Official City of Santa Fe

_____

Print Name

_____

Title

_____

Date

Issued and administered by:

New Mexico Environment Department
Wastewater Facility Construction Loan Program
Clean Water State Revolving Loan Fund

BY: _____

Constructions Programs Bureau, Bureau Chief
Signed pursuant to February 19, 2024, Secretary of Environment Delegation Order

ATTACHMENT 1

COVENANTS AND PROVISIONS APPLICABLE
TO NET WATER UTILTY SYSTEM OBLIGATIONS ('SYSTEM OBLIGATIONS")

Bracketed section references refer to the corresponding sections in Ordinance No. 2016-19, adopted by the Governing Body of the City of Santa Fe on May 1, 2016 (the "Master Ordinance").

Section 1. Definitions.

"Agreement Debt Service Fund" means the fund established and maintained by the City for the deposit of Pledged Revenues in amounts sufficient to make timely payments of the Debt Service Requirements of this Agreement.

"Authorized Officer" means the City's Mayor, Manager, Finance Director and Treasurer, or other officer or employee of the City when designated by a certificate signed by the Mayor of the City from time to time.

"Finance Director" or his or her successor in function, provided that for purposes hereof, the designation of any successor in title by the City Manager, if given in writing, shall be conclusive.

"Consulting Engineer" means any registered or licensed professional engineer or firm of engineers or Independent Accountant, entitled to practice and practicing as such under the laws of the State, retained and compensated by the City but not in the regular employ of the City; but, as to any construction drawings and specifications prepared for the System by City employees under the supervision of the City Engineer, this term may include the City Engineer.

"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 at maturity, the Accreted Term Date or upon mandatory sinking fund redemption dates, or to make reimbursements for payments of that principal or Accreted Value. For purposes of calculating the maximum annual Debt Service Requirements, the following assumptions shall be used:

(a) in determining the principal due in each year, payment shall (unless a different subsection of this definition applies for purposes of determining principal maturities or amortization) be assumed to be made on System Bonds in accordance with any amortization schedule established by Ordinance, the Supplemental Ordinance or Related Documents setting forth the terms of such System Bonds, including, as a principal payment, the Accreted Value of any Capital Appreciation Bonds maturing or scheduled for redemption in such year; in determining the interest due in each year, interest payable at a fixed rate shall (except to the extent subsection (b), (c), (d), (e) or (f) of this definition applies) be assumed to be made at such fixed rate and on the required payment dates;

(b) if all or any portion or portions of an Outstanding series of System Bonds constitute Balloon Indebtedness, or if all or any portion or portions of a series of System Bonds then proposed to be issued would constitute Balloon Indebtedness, then, for purposes of determining Debt Service Requirements, each maturity which constitutes Balloon Indebtedness shall, unless provision (c) of this definition then applies to such maturity, be treated as if it were to be amortized over a term of 20 years commencing in the year the stated maturity of such Balloon Indebtedness occurs and with substantially level annual debt service payments; the interest rate used for such computation shall be that rate determined by a Consultant to be a reasonable market rate for 20-year fixed-rate

System Bonds issued under the Master Ordinance on the date of such calculation, with no credit enhancement and taking into consideration whether such System Bonds bear interest which is or is not excluded from gross income for federal income tax purposes; with respect to any series of System Bonds only a portion of which constitutes Balloon Indebtedness, the remaining portion shall be treated as described in (a) above or such other provision of this definition as shall be applicable and, with respect to any series or that portion of a series which constitutes Balloon Indebtedness, all payments of principal and interest becoming due prior to the year of the stated maturity of the Balloon Indebtedness shall be treated as described in (a) above or such other provision of this definition as shall be applicable;

(c) any maturity which constitutes Balloon Indebtedness as described in provision (b) of this definition and for which the stated maturity date occurs within 12 months from the date such calculation is made, shall be assumed to become due and payable on the stated maturity date and provision (b) above shall not apply thereto unless there is delivered to the entity making the calculation a certificate of an Authorized Officer stating that the City intends to refinance such maturity and stating the probable terms of such refinancing and that the debt capacity of the City is sufficient to successfully complete such refinancing; upon the receipt of such certificate, such Balloon Indebtedness shall be assumed to be refinanced in accordance with the probable terms set out in such certificate and such terms shall be used for purposes of calculating Debt Service Requirements, provided that such assumption shall not result in an amortization period longer than or an interest rate lower than that which would be assumed under provision (b) above;

(d) if any of the Outstanding series of System Bonds constitute Tender Indebtedness or if System Bonds then proposed to be issued would constitute Tender Indebtedness, then, for purposes of determining Debt Service Requirements, Tender Indebtedness shall be treated as if the principal amount of such System Bonds were to be amortized over a term of 25 years commencing in the year in which such series is first subject to tender and with substantially level annual debt service payments; the interest rate used for such computation shall be that rate determined by a Consultant to be a reasonable market rate for 25-year fixed-rate System Bonds issued under the Master Ordinance on the date of such calculation, with no credit enhancement and taking into consideration whether such System Bonds bear interest which is or is not excluded from gross income for federal income tax purposes; with respect to all principal and interest payments becoming due prior to the year in which such Tender Indebtedness is first subject to tender such payments shall be treated as described in (a) above unless the interest during that period is subject to fluctuation, in which case the interest becoming due prior to such first tender date shall be determined as provided in (e) or (f) below, as appropriate;

(e) if any Outstanding System Bonds constitute Variable Rate Bonds (except to the extent subsection (b) or (c) relating to Balloon Indebtedness or (d) relating to Tender Indebtedness applies), the interest rate on such System Bonds and the interest rate for funding any Reserve Requirement for such Variable Rate Bonds shall be assumed to be the lesser of the 30-year Revenue Bond Index (published by The Bond Buyer no more than two weeks prior to date of sale), as certified by the City's financial advisor, the Purchaser of the System Bonds or other investment banker, as designated by the City from time to time or the maximum allowable rate permitted under Section 6.03(b)(i) of the Master

Ordinance. The prospective computations of interest payable on Variable Rate Bonds relating to the issuance of additional Parity Bonds required by Section 5 [Article XXIV] shall be as described therein. The prospective computations of interest payable on Variable Rate Bonds required by the Rate Covenant shall be made on the lesser of the maximum short-term rate prevailing in the preceding twelve months or the maximum allowable rate permitted under Section 6.03(b)(i) of the Master Ordinance;

(f) in any computation relating to the issuance of additional System Bonds or the Rate Covenant, there shall be deducted from the computation of the Debt Service Requirements amounts and investments (unless funded by Net Revenues during the applicable period) which are irrevocably committed to make designated payments on System Bonds during the applicable period, including, without limitation, money on deposit in a Debt Service Account for a series of System Bonds, amounts representing capitalized interest for a series of System Bonds and amounts on deposit in an escrow account irrevocably committed to make designated payments on System Bonds during the applicable period;

(g) interest or principal being paid for reimbursements of Debt Service Requirements made pursuant to a Credit Facility, if such obligations rank on parity with the obligation to pay System Bonds, or if a System Bond is a Bank Bond on the date of computation, shall be considered in the computation of Debt Service Requirements; and

(h) should the City enter into an interest rate swap contract or its equivalent with respect to all or a portion of any series of System Bonds, the amount of interest required to be paid with respect to that series shall be the interest rate paid by the City under its interest rate swap contract, so as to properly reflect the actual savings of the swap.

Any termination or similar fees which may become payable by the City pursuant to such swap contract or its equivalent shall not be considered in the computation of Debt Service Requirements. Such swap contract or its equivalent shall be approved by the New Mexico Board of Finance or any other governmental entity if required by State law.

"Gross Revenues" means all income and revenues directly or indirectly derived by the City from the operation and use of the System, or any part of the System, and includes, without limitation, all revenues received by the City, or any municipal corporation or agency succeeding to the rights of the City, 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 City;

(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 City 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.

"Historic Test Period" means any period of 12 consecutive months out of the 18 calendar months next preceding the delivery of additional Parity Bonds pursuant to Section 24.02.

"Income Fund" means the "City of Santa Fe Water Utility System Gross Income Fund" which is authorized to be continued in Section 2 hereof [Article XVII] .

"Independent Accountant" means (i) the State Auditor and any accountant working under the supervision and control of the State Auditor, and (ii) any certified public accountant, registered accountant or firm of accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the City who (a) is, in fact, independent and not under the domination of the City, (b) does not have any substantial interest, direct or indirect, with the City, and (c) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make annual or similar audits of the books or records of the City.

"Master Ordinance" means Ordinance No. 2016-19, amending and restating Ordinance No. 2006-47, and as amended or supplemented from time to time in accordance with its terms.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation does

not provide a rating for a series of System Bonds, "Moody's" shall be deemed to refer to any other nationally recognized securities rating organization rating that series of System Bonds.

"NMSA" means New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

"Net Revenues" or "Pledged Revenues" means Gross Revenues after deducting Operation and Maintenance Expenses.

"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.

"Obligations" means bonds, notes or any other instrument which evidences a borrowing or other obligation of the City, including Qualified Exchange Agreements, secured by Pledged Revenues, issued or incurred for any purpose permitted by the Act or the Exchange Act, as amended from time to time.

"Outstanding Obligations" means, collectively, Outstanding Superior Obligations and Outstanding Subordinate Obligations.

"Outstanding Subordinate Obligations" or "Outstanding Parity Subordinate Obligations" means Obligations with a lien on Net Revenues subordinate to the lien thereon of Outstanding Superior Obligations, and on parity with the lien thereon of this Agreement, and include (1) New Mexico Finance Authority Drinking Water State Revolving Loan Fund Loan Agreement dated May 16, 2008 in an original principal amount of $15,150,000, as amended by First Amendment dated June 10, 2016 (the "2008 NMFA Loan"); (2) New Mexico Finance Authority Drinking Water State Revolving Loan Fund Loan and Subsidy Agreement dated May 3, 2013 in an original principal amount of $5,050,000, as amended by First Amendment dated June 10, 2016 (the "2013 NMFA Loan"), (3) this Agreement, and (4) any other Obligations issued from time to time with a lien on Net Revenues on parity with the lien thereon of this Agreement.

"Outstanding Superior Obligations" or "Parity Bonds" means the Series 2016 Bonds and other System Obligations issued with a lien on Net Revenues on parity with the lien thereon of the Series 2016 Bonds.

"Outstanding Super Subordinate Obligations" means the 2007 Water Trust Board Loan Agreement maturing in 2027, the 2009 Water Trust Board Loan maturing in 2029, the 2010 Water Trust Board Loan WTB-170 maturing in 2030, the 2011 Water Trust Board Loan WTB-202 maturing in 2031, and the 2011 Water Trust Board Loan WTB-203 maturing in 2031.

"Pledged Revenues" means Net Revenues.

"Rate Covenant" means the covenant in Section 26.03(b) relating to charging rates for use of the System to pay Debt Service Requirements.

"Rate Stabilization Fund" means the Rate Stabilization Fund for System Bonds established in Article XVII of the Master Ordinance and continued in Section 2(h) hereof.

"Rebate Fund" means the Rebate Fund for System Bonds established in Article XVII of the Master Ordinance and continued in Section 2(f) hereof.

"Related Documents" means, in connection with Outstanding Obligations, the Pricing Certificate, the Bond Purchase Agreement, the Continuing Disclosure Undertaking, the Preliminary Official Statement, the Official Statement, and any other document or agreement containing an obligation of the City as may be required in connection with the issuance of the Obligations.

"Replacement Fund" means the Water System Replacement Fund established in Article XVII of the Master Ordinance and continued in Section 2(g) hereof and the applicable section of other ordinances in which Outstanding Obligations were authorized.

"Subordinated Bonds" means all bonds and other obligations of the City hereafter issued with a lien on the Net Revenues subordinate to the lien of Parity Bonds on the Net Revenues.

"Supplemental Ordinance" means, except with respect to the Series 2016 Bonds which are authorized and issued pursuant to the terms of the Master Ordinance, an ordinance and all resolutions, amendments and supplements relating thereto of the Council adopted prior to the initial issuance and delivery of each series of System Bonds, authorizing the issuance of a series of System Bonds, the sale and administration thereof and approving specific terms with respect to that series of System Bonds.

"System" means the municipally owned public utility designated as the City's water utility system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City 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 City designated by the Council as part of the water utility system, whether situated within or without the limits of the City.

"System Bonds" means the Series 2016 Bonds, additional Parity Bonds, Subordinated Bonds and other similar obligations payable solely or primarily from Net Revenues which may from time to time be issued pursuant to the Master Ordinance.

"2025 NMED Acquisition Account" means the account so-named and established in Section 2(b) hereof.

"2025 NMED Debt Service Account" means the account so-named and established in Section 2(c) hereof.

"2025 NMED Interest Account" means account so-named and established in Section 2(c) hereof.

"2025 NMED Loan" means the Water State Revolving Fund loan made by NMED to the City in a maximum principal amount of $17,000,000, as initially evidenced by this Agreement and Interim Note.

"2025 NMED Principal Account" means account so-named and established in Section 2(c) hereof.

Section 2. Funds and Accounts.

(a) [Section 17.01] Income Fund. The City shall continue the Income Fund as a separate, distinct and segregated fund. As long as any System Bonds are Outstanding, all Gross Revenues shall continue to be set aside and credited to the Income Fund.

(b) [Section 17.02] Acquisition Fund. The Acquisition Fund established pursuant to Ordinance as a separate and distinct fund of the City to be maintained and controlled by the City or its designee is hereby continued. The City hereby establishes the 2025 NMED Acquisition Account.

(c) [Section 17.03] Debt Service Fund. The City shall continue the Debt Service Fund as a separate and distinct fund of the City to be maintained and controlled by the City or its designee for the payment of the Debt Service Requirements on Parity Bonds and, if applicable, proceeds of Parity Bonds to be used for the payment of Parity Bonds. The City hereby establishes the 2025 NMED Debt Service Account, the 2025 NMED Interest Account, and the 2025 NMED Principal Account.

(d) [Section 17.04] Reserve Fund. The City shall continue the Reserve Fund as a separate and distinct fund to be maintained and controlled by the City or its designee for the

purposes described in Section 18.03 of Ordinance. The City shall establish a separate Reserve Account in the Reserve Fund for each series of Parity Bonds for which there is a Reserve Requirement. No Reserve Account is established for the 2025 NMED Loan.

(e) [Section 17.06] Subordinate Lien Funds and Accounts. The City may establish separate and distinct funds and accounts to be maintained and controlled by the City or its designee to pay Debt Service Requirements on, and to fund Reserve Accounts for, Subordinated Bonds.

(f) [Section 17.07] Rebate Fund. The City shall continue the Rebate Fund as a special and separate fund to be maintained and controlled by the City or its designee. The City shall, to the extent that rebate payments may be required to be made pursuant to Section 148(f) of the Code, establish within the Rebate Fund a separate account for each series of System Bonds. No Rebate Account is established for the 2025 NMED Loan.

(g) [Section 17.08] Replacement Fund. The City shall continue the Replacement Fund as a special and separate fund to be maintained and controlled by the City or its designee for the purposes described in Section 3([f])) [Section 18.06].

(h) [Section 17.09] Rate Stabilization Fund. The City shall continue the Rate Stabilization Fund as a special and separate fund to be maintained and controlled by the City or its designee for the purposes described in Section 3([g]) [Section 18.07].

(i) [Section 17.10] Operation and Maintenance Fund. The City shall continue the Operation and Maintenance Fund as a special and separate fund to be maintained and controlled by the City or its designee for the purposes described in Section 3(a) [Section 18.01].

(j) [Section 17.11] Other Funds. Other funds and accounts relating to any series of System Bonds, including escrow funds and accounts if System Bonds are to be refunded,

may be established by the Council or an officer of the City to be controlled and maintained by the City or its designee.

Section 3. [ARTICLE XVIII] Administration of Income Fund and Other Funds and Accounts.

(a) [Section 18.01] Use of Gross Revenues. As long as any System Bonds are Outstanding, all Gross Revenues shall be deposited in the Income Fund and transferred from that Fund to the following funds and accounts or for payment of the following amounts in the order listed:

(1) [18.01(a)] Operation and Maintenance Expenses. A sufficient amount of Gross Revenues shall be set aside each month into the Operation and Maintenance Fund to be used to pay the current Operation and Maintenance Expenses as they become due.

(2) [18.01(b)] Debt Service Accounts for Parity Bonds. Net Revenues shall be transferred to the Debt Service Accounts established for each series of Outstanding Parity Bonds in approximately equal amounts each month to provide an amount sufficient to pay Debt Service Requirements on the Outstanding Parity Bonds as they become due.

(3) [18.01(c)] Reserve Account. Net Revenues shall be transferred to the Reserve Account for each series of Parity Bonds with a Reserve Requirement each month to the extent that deposits are required to be made as a result of any draws on a Reserve Account Insurance Policy or deficiency in the Reserve Requirement for a series of Parity Bonds.

(4) [18.01(d)] Subordinated Bonds. Net Revenues shall be transferred to such funds and accounts as may be established by Supplemental Ordinance with respect to one or more series of Subordinated Bonds and used to pay Debt Service Requirements on Subordinated Bonds and to fund any Reserve Requirement for Subordinated Bonds.

(5) [18.01(e)] Replacement Fund. At the option of the City, Net Revenues may be transferred to the Replacement Fund to be used for the purposes stated in Section 3(a)(6) hereof [Section 18.01(f)].

(6) [18.01(f)] Rate Stabilization Fund. At the option of the City, Net Revenues may be transferred to the Rate Stabilization Fund to be used for the purposes stated in Section 3(a)(7) hereof [Section 18.01(f)].

(7) [18.01((g)] Surplus Net Revenues. Net Revenues shall be retained in the Income Fund or used for any other lawful System purpose including, but not limited to, redeeming or purchasing System Bonds or paying costs and expenses of the City relating to the administration of System Bonds but shall not be transferred to the general fund of the City except for Operation and Maintenance Expenses owed by the System to the City and except for taxes, payments in lieu of taxes, franchise fees, surcharges, assessments and other municipal or governmental charges of the City lawfully levied or assessed upon the System.

(8) [18.01(h)] Accumulation of Revenues. Gross Revenues need not be retained for any use or in any fund or account described in this Section 3(a) [Section 18.01] in excess of the Gross Revenues required for any current use or deposit. For the purposes of this Section 3(a)(8), the term current shall mean the month during which the Net Revenues are being distributed and the immediately following period until the next payment date for Debt Service Requirements on System Bonds.

(b) [Section 18.02] Debt Service Fund. Net Revenues shall be transferred in approximately equal amounts each month to each Debt Service Account sufficient to pay when due the Debt Service Requirements on each series of Parity Bonds.

(1) [18.02(a)] Except as stated in Section 3(d) [Section 18.04] or required by the Supplemental Ordinance relating to a series of Parity Bonds, approximately equal monthly deposits of Net Revenues shall be made to each Debt Service Account beginning six months before each Interest Payment Date for any Outstanding Parity Bonds in order to make the next payment of interest on each such System Bond when due. However, if the first Interest Payment Date for a series of System Bonds is less than seven months after the date of the original issuance of that series of System Bonds, equal monthly deposits of Net Revenues before the first Interest Payment Date shall begin in the first full month following the date of issuance of that series of System Bonds.

(2) [18.02(b)] Except as stated in Section 3(d) [Section 18.04] or as required by the Supplemental Ordinance relating to a series of System Bonds, substantially equal monthly deposits of Net Revenues shall be made to each Debt Service Account beginning 12 months before each principal or Accreted Value payment date for any Outstanding Parity Bonds in order to make the next scheduled payment of principal or Accreted Value on each such System Bond when due whether at maturity on a mandatory sinking fund redemption date or other Accretion Term Date. However, if the first principal payment date for a series of System Bonds is less than thirteen months after the date of the original issuance of that series of System Bonds, equal monthly deposits of Net Revenues before the first principal payment date shall begin in the first full month following the date of issuance of that series of System Bonds. Principal payments include scheduled payments at maturity, by mandatory sinking fund installment or otherwise scheduled payments of principal. Accreted Value payments include scheduled payments on the Accretion Term Date, if any, and as otherwise stated in the applicable Supplemental Ordinance.

If in the month immediately preceding any payment date for the Series 2016 Bonds and any series of Parity Bonds, the City determines that there are not sufficient funds accumulated in a Debt Service Account to pay the amount becoming due on such series of System Bonds on the payment date, the City shall promptly deposit any available Net Revenues in that Debt Service Account in an amount equal to the deficiency. If, prior to any payment date for a series of System Bonds, there has accumulated in the applicable Debt Service Account the entire amount necessary to pay the amount becoming due on those System Bonds on that payment date, no additional Net Revenues need be deposited in that Debt Service Account prior to that payment date. In making the determinations permitted by this Section 3(b)(2), the City may take into account the amount on deposit in any other fund or account or escrow relating to the applicable series of System Bonds irrevocably set aside for the next payment of those System Bonds.

Unless otherwise stated in the Supplemental Ordinance relating to any series of Parity Bonds, amounts deposited in any Debt Service Account shall be applied first to the payment of interest and then to pay or satisfy any sinking fund requirements for the payment of principal.

Except as provided in Section 3(d) [Section 18.04], money in a Debt Service Account shall be used only to pay the Debt Service Requirements on any series of System Bonds for which the Debt Service Account was created. Transfers of amounts equal to the Debt Service Requirements shall be made by the City on a timely basis to the appropriate Fiscal Agent.

Any amount owed by the City to a Bond Insurer for payment of Debt Service Requirements on Insured Bonds of a series of Parity Bonds pursuant to a Bond Insurance Policy shall be paid from Net Revenues with the same priority as other payments of Debt Service Requirements on that series of Parity Bonds.

(c) [Section 18.03]. Reserve Account. As provided in a Supplemental Ordinance, the City may establish a separate Reserve Account in the Reserve Fund for each series of Parity Bonds for which there is a Reserve Requirement. Each Reserve Account may be funded with the proceeds of the applicable series of Parity Bonds, a Reserve Account Insurance Policy, Net Revenues or any combination thereof. A Reserve Account Insurance Policy may be substituted for an equivalent amount of cash in a Reserve Account.

No payments need be made into a Reserve Account, if created, as long as the sum of the money in that Reserve Account and the insurance in effect under any Reserve Account Insurance Policy for the applicable series of Parity Bonds is equal to or greater than the Reserve Requirement for that series of System Bonds and all proceeds of the Reserve Account Insurance Policy used to pay Debt Service Requirement have been repaid. Money in each Reserve Account shall be accumulated and maintained as a continuing reserve to be used, except as provided in this Section 3(c) [18.03] and Section 3(d) [18.04], only to prevent deficiencies in the payment of the principal of, Accreted Value or interest on the series of Parity Bonds for which the Reserve Account was established and to reimburse the Insurer under any applicable Reserve Account Insurance Policy.

If the amount on deposit in the Debt Service Account for a series of Parity Bonds on a payment date for that series of System Bonds and available Net Revenues are not enough to pay the amount becoming due on that series on that date, an amount equal to the deficiency shall be transferred from the applicable Reserve Account to the Debt Service Account for that series of Parity Bonds. If the amount of money on deposit in the Reserve Account is not sufficient to make up the deficiency in the Debt Service Account for that series of Parity Bonds when due, a demand for payment shall be made on any applicable Reserve Account Insurance Policy.

A sum equal to the amount in such other Reserve Account and the proceeds of a Reserve Account Insurance Policy used to pay Debt Service Requirements on a series of Parity Bonds plus interest, if any, owed on amounts advanced pursuant to a Reserve Account Insurance Policy shall be deposited in that Reserve Account from the first Net Revenues received by the City which are not required by Section 3(a) [18.01] to be used for another purpose. The amount received shall first be used to reimburse the Reserve Account Insurer for amounts paid under the Reserve Account Insurance Policy used to pay Debt Service Requirements, second to pay interest or fees owed to a Reserve Account Insurer in connection with amounts advanced pursuant to a Reserve Account Insurance Policy, and third to replace amounts of money drawn from the Reserve Account. Any interest or fees due to a Reserve Account Insurer shall be subordinate to any amounts required to be paid for the benefit of the Owners of the series of Parity Bonds. The priority for the use of money deposited in a Reserve Account for a series of System Bonds may be changed by the Supplemental Ordinance for that Series.

If all proceeds drawn on a Reserve Account Insurance Policy and accrued interest thereon for a series of Parity Bonds have been reimbursed and paid, any amount on deposit in the Reserve Account relating to that series of System Bonds in excess of the Reserve Requirement for that series (taking into consideration the amount of insurance available under any applicable Reserve Account Insurance Policy) may be withdrawn at any time from the Reserve Account and deposited in the Replacement Fund. However, any excess which represents original proceeds of a series of Outstanding System Bonds or interest thereon shall first be used to pay Debt Service Requirements on that series of System Bonds or costs of the Project for which that series of System Bonds was issued.

If a Reserve Account Insurance Policy is used to satisfy the Reserve Requirement for a series of Parity Bonds, the City shall give notice thereof to each rating agency providing a rating for that series of System Bonds.

(d) [Section 18.04] Termination Upon Deposits to Maturity. No payments need be made into the Debt Service Account or Reserve Account for a series of Parity Bonds if the sum of the amounts in that Debt Service Account and Reserve Account (without regard for the coverage available under any Reserve Account Insurance Policy) is not less than the Debt Service Requirements due and to become due on and before the final maturity date of that series of Parity Bonds, both accrued and not accrued, and all proceeds paid under any Reserve Account Insurance Policy and Bond Insurance Policy for that series of Parity Bonds have been reimbursed and all amounts owed to the providers of such policies have been paid in full. Unless otherwise provided in the Supplemental Ordinance applicable to a series of Parity Bonds, the money retained in those two accounts shall be used only to pay the Debt Service Requirements on that series of System Bonds when due except that any money on deposit in any such Debt Service Account which is not necessary to pay such Debt Service Requirements shall be used as surplus Net Revenues and any money on deposit in any such Reserve Account which is not necessary to pay such Debt Service Requirements (other than proceeds of Outstanding Parity Bonds) shall be deposited in the Replacement Fund.

(e) [Section 18.05] Subordinated Bonds. Net Revenues shall be used as required in the 2025 NMED Loan and by the applicable ordinances of the Council authorizing the issuance of other Subordinated Bonds, the payment of Debt Service Requirements thereof and the funding of reserves for Subordinated Bonds. Subordinated Bonds shall have the order of priority

with respect to other Subordinated Bonds as set forth in the Supplemental Ordinances authorizing the issuance of Subordinated Bonds.

(f) [Section 18.06] Replacement Fund. In addition to Net Revenues, the City shall deposit in the Replacement Fund, all money released from a Reserve Account for a series of System Bonds in excess of the Reserve Requirement for that series pursuant to Section 18.03, except for any such excess which is designated for another System purpose by resolution or ordinance of the Council or which is proceeds of Outstanding System Bonds, together with such other moneys from other sources as may be designated by the Council.

While any System Bonds are outstanding, money on deposit in the Replacement Fund shall be used only (i) for replacement costs and capital improvements to the System, (ii) for extraordinary charges relating to the financing or refinancing of the System, and (iii) to purchase or otherwise defease, or provide for the defeasance of, Outstanding System Bonds.

(g) [Section 18.07] Rate Stabilization Fund. Money on deposit in the Rate Stabilization Fund may be withdrawn at any time and used for any purpose for which Gross Revenues may be used. If deposits to the Rate Stabilization Fund are made by the City from sources of legally available moneys other than Gross Revenues, then such deposits shall be excluded from computations required pursuant to Section 5 [Article XXIV] and Section 7(c) [Section 26.03].

(h) [Section 18.08] Pro Rata Deposits. If the amount of Net Revenues available for deposit in the Debt Service Fund is not sufficient to pay the entire amount required to be deposited in the Debt Service Accounts and/or Reserve Accounts, the Net Revenues available shall be deposited first in the Debt Service Accounts and then in the Reserve Accounts, in each case,

pro rata based upon the amount required to be deposited in each Account to the total Net Revenues available for deposit.

Reimbursements owed to a Bond Insurer, Reserve Account Insurer or provider of another Credit Facility for amounts used to pay Debt Service Requirements on a series of System Bonds shall be paid on the same pro rata basis and with the same priority as are amounts to be deposited in the Debt Service Account or Reserve Account, as applicable, with respect to the applicable series of Parity Bonds (or comparable accounts with respect to a series of Subordinated Bonds).

(i) [Section 18.09] Variable Rate Bonds. In making computations required by this Article, interest on Variable Rate Bonds which cannot be determined exactly for a future period shall be deemed to bear the interest rate required by the definition of Debt Service Requirements in the Master Ordinance or the applicable Supplemental Ordinance. To determine the amount required to be on deposit in any Debt Service Account for the payment of interest, computations of the interest rate on Variable Rate Bonds shall be made whenever there is a change in the interest rate on the applicable Variable Rate Bonds except that the computation need not be made more often than once in any month.

Section 4. [ARTICLE XIX] Transfers to Pay Principal of, Premium, if any, and Interest on System Bonds; Payment of Expenses.

(a) [Section 19.01] Transfer to Paying Agent. The City shall transfer legally available funds for the payment of Debt Service Requirements on each series of System Bonds to the applicable Paying Agent on or before the date on which each such payment is due.

(b) [Section 19.02] Expenses. The City or its designee shall pay all Expenses directly to the party entitled thereto from proceeds of a series of System Bonds, from amounts on deposit in the Acquisition Account for a series of System Bonds and from other Net Revenues, as applicable.

Section 5. [Article XXIV] Additional System Bonds.

(a) [Section 24.01] Limitations Upon Issuance of System Bonds. Subject to the limitations of this Section 5 and Section 6 [Article XXIV and Article XXV], nothing in Ordinance or the Ordinance authorizing execution and delivery of the 2025 NMED Loan Agreement shall be construed to prevent the issuance by the City of additional System Bonds.

(b) [Section 24.02] Parity Bonds. Parity Bonds may be issued for the System purposes including, but not limited to, (i) financing the Costs of a Project; or (ii) providing additional funds for deposit into a Reserve Account or the Replacement Fund and paying the costs incident to the issuance of such Parity Bonds or any combination of the foregoing.

The tests required in this Section 5 [Section 24.02] 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 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 Parity Bonds. Except as permitted herein and by Section 6 [Article XXV], prior to the issuance of additional Parity Bonds, the City shall be current in making all deposits required by Section 2 [Article XVIII] and the following test shall be satisfied:

(1) [24.02(a)] a certificate prepared by an Authorized Officer of the City showing that the Net Revenues for the Historic Test Period were at least equal to 130% of the maximum combined annual Debt Service Requirements for all Outstanding Parity Bonds after the issuance of the proposed Parity Bonds, or

(2) [24.02(b)] a certificate prepared by a Consulting Engineer showing that:

(aa) the Net Revenues for the Historic Test Period were at least equal to 130% of the maximum combined annual Debt Service Requirements for all Outstanding Parity Bonds immediately preceding the issuance of the proposed additional Parity Bonds;

(bb) 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 City will be in compliance with the Rate Covenant; and

(cc) 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 Bonds, as certified to the Consulting Engineer by an Authorized Officer of the City, will be at least equal to 130% of the maximum combined annual Debt Service Requirements for all Outstanding Parity Bonds which will be outstanding immediately after the issuance of the proposed additional Parity Bonds.

For purposes of subsections (2)(aa) and (bb) [24.02(b)(i) and (ii)] 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 City 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 City, 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 City 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 City 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.

(c) [Section 24.03] Subordinate Obligations. Additional Subordinated Bonds in addition to the Outstanding Subordinate Obligations, including the 2025 NMED, Loan may be issued for the System purposes including, but not limited to, (i) financing the Costs of a Project; or (ii) providing additional funds for deposit into a Reserve Account or the Replacement Fund and

paying the costs incident to the issuance of such Subordinated Bonds or any combination of the foregoing.

The tests required in this Section 5(c) [Section 24.03] 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 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 Bonds. Except as permitted herein and by Section 6 [Article XXV], prior to the issuance of additional Subordinated Bonds, the City shall be current in making all deposits required by Section 2 [Article XVIII] and the following test shall be satisfied:

(1) a certificate prepared by an Authorized Officer of the City 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 Parity Bonds and Outstanding Subordinated Bonds after the issuance of the proposed Subordinated Bonds, or

(2) a certificate prepared by a Consulting Engineer showing that:

(aa) 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 Parity Bonds and Outstanding Subordinated Bonds immediately preceding the issuance of the proposed additional Subordinated Bonds;

(bb) 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 City will be in compliance with the Rate Covenant; and

(cc) 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 Subordinated Bonds, as certified to the Consulting Engineer by an Authorized Officer of the City, will be at least equal to 120% of the maximum combined annual Debt Service Requirements for all Outstanding Parity Bonds and Outstanding Subordinated Bonds which will be outstanding immediately after the issuance of the proposed additional Subordinated Bonds.

For purposes of subsections Section 5(c)(2)(aa) and (bb) [24.03(b)(i) and (ii)] 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 City 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 City, 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 City 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 City 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) [Section 24.04] Certificates. In determining whether additional Parity Bonds may be issued pursuant to Section 5(b) [Section 24.02] or additional Subordinated Bonds may be issued pursuant to Section 5(c) [Section 24.03], a written certificate or opinion of an Authorized Officer of the City or a Consulting Engineer shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell and deliver the additional Parity Bonds or additional Subordinated Bonds, respectively.

(e) [Section 24.05] Superior Obligations Prohibited. As long as Parity Bonds are outstanding, the City shall not issue additional System Bonds having a lien on the Net Revenues prior and superior to the lien of Parity Bonds on Net Revenues.

(f) [Section 24.06] Variable Rate Bonds and Tender Indebtedness.

(1) [24.06(a)] In making the computations required by this Section 5 [Article XXIV], to determine if additional System Bonds may be issued, Variable Rate Bonds shall be deemed to bear a rate of interest at the 30-year Revenue Bond Index (published by The

Bond Buyer no more than two weeks prior to the date of sale) certified as described in the definition of Debt Service Requirements.

(2) [24.06(b)] No Variable Rate Bonds or Tender Indebtedness shall be issued unless such series of System Bonds is rated, based upon a Credit Facility or otherwise, at the time of issuance at the minimum level as required for investment by money market funds by at least one of the recognized major rating agencies.

(3) [24.06(c)] If the computations required by this Article are made assuming (i) interest at the maximum interest rate payable to the Bank providing a Credit Facility for the Variable Rate Bonds or Tender Indebtedness and (ii) the accelerated principal repayment schedule due to such Bank, then the acceleration of principal payments and excess interest due to such Bank may be on a parity with the payment of Debt Service Requirements on Parity Bonds; provided, however, if such assumptions are not made in making the computations required by this Article, then any accelerated principal payments due to such Bank or any interest due in excess of the rate on the Variable Rate Bonds or Tender Indebtedness must be subordinated to the payment of Debt Service Requirements on Parity Bonds.

(4) [24.06(d)] Any Bank providing a Credit Facility for liquidity support of Variable Rate Bonds or Tender Indebtedness must be rated at the minimum level as required for investment by money market funds by at least one of the recognized major rating agencies.

(5) [24.06(e)] Any trustee, tender agent or paying agent employed with respect to Variable Rate Bonds or Tender Indebtedness must be a commercial bank with trust powers and any remarketing agent employed with respect to Variable Rate Bonds or Tender Indebtedness must have trust powers if it is responsible for holding monies or receiving bonds.

(6) [24.06(f)] The provisions of this Section 24.06 and the other provisions of the Master Ordinance stating terms and conditions relating to the issuance of Variable Rate Bonds and Tender Indebtedness may be modified at the time of issuance of Variable Rate Bonds or Tender Indebtedness in accordance with the Supplemental Ordinance authorizing issuance thereof.

Section 6. [ARTICLE XXV] Refunding Bonds.

The provisions of Section 6 [Article XXIV of Ordinance] are subject to the following exceptions:

(a) Privilege of Issuing Refunding Obligations. If at any time while System Bonds remain Outstanding, the City desires to refund any Outstanding System Bonds or other obligations payable from Net Revenues, those System Bonds or other obligations, or any part thereof, may be refunded regardless of whether the priority of the lien for the payment of the refunding System Bonds on the Net Revenues is changed (except as provided in Sections 24.04 and in subsections (b), (c), and (d) of this Section 6 [Article XXV].

(b) Limitations Upon Issuance of Refunding Parity Bonds. No refunding bonds or other refunding obligations shall be issued as Parity Bonds unless:

(i) there is delivered a certificate of the Authorized Officer of the City showing that the combined Debt Service Requirements on all Outstanding Parity Bonds for any Fiscal Year after the issuance of refunding Parity Bonds will not exceed the combined Debt Service Requirements for such Fiscal Year on all Outstanding Parity Bonds authorized prior to the issuance of such refunding Parity Bonds by more than ten percent (10%) in any such Fiscal Year, and the City is in current compliance with the Rate Covenant, or

(ii) The refunding Parity Bonds are issued in compliance with Section 5(b) [Section 24.02].

(c) Limitations Upon Issuance of Refunding Subordinated Bonds. No refunding bonds or other refunding obligations shall be issued as Subordinated Bonds unless:

(i) there is delivered a certificate of the Authorized Officer of the City showing that the combined Debt Service Requirements on all Outstanding Subordinated Bonds for any Fiscal Year after the issuance of refunding Subordinated Bonds will not exceed the combined Debt Service Requirements for such Fiscal Year on all Outstanding Subordinated Bonds authorized prior to the issuance of such refunding Subordinated Bonds by more than ten percent (10%) in any such Fiscal Year, and the City is in current compliance with the Rate Covenant, or

(ii) The refunding Subordinated Bonds are issued in compliance with Section 5(c) [Section 24.03].

(d) Limitations Upon Issuance of Any Refunding System Bonds. Any refunding System Bonds shall be issued with such details as the Council may provide by appropriate proceedings but without impairment of any contractual obligation imposed upon the City by any proceedings authorizing the issuance of any unrefunded portion of the series of System Bonds or other obligations payable from Net Revenues to which the refunding was applicable.

Section 7. Protective Covenants. The City hereby covenants and agrees with each and every registered owner of Obligations that:

(a) [Section 26.01] Use of System Bond Proceeds. The City covenants and agrees that it will promptly apply the proceeds of each series of System Bonds to the Project for which they were issued or for the refunding of Outstanding System Bonds, as applicable, and for the other purposes permitted by the Master Ordinance or applicable Supplemental Ordinance.

(b) [Section 26.02]. Payment of System Bonds. The City covenants and agrees that it will promptly pay the Debt Service Requirements on System Bonds at the place, on the dates and in the manner specified in the Master Ordinance, the applicable Supplemental Ordinance, Related Documents and the System Bonds.

(c) [Section 26.03] Rate Covenant.

(1) The City 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

(2) The City 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 Net Revenues shall at least equal (i) 130% of the Debt Service Requirements on the Series 2016 Bonds and any additional Parity Bonds Outstanding in such Fiscal Year and (ii) 120% of the Debt Service Requirements on Outstanding Parity Bonds and Subordinated Bonds, including the 2025 NMED Loan, Outstanding in such Fiscal Year.

(3) Failure by the City 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 City, 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 City into compliance

with the Rate Covenant. The City 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 City 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 City 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 City may implement reductions in Operation and Maintenance Expenses for the System in an amount sufficient to meet the Rate Covenant.

(d) [Section 26.04] Lien on Lands Serviced by System. State law grants the City a lien upon each lot or parcel of land for the charges imposed for water and sanitary sewer services supplied by the System to the owner of such lot or parcel (except as otherwise provided in Section 3-23-6 NMSA). The City will cause each lien to be perfected in accordance with the provisions of Sections 3-23-6 and 3-36-1 through 3-36-5 NMSA. The City will take all necessary steps to enforce the lien against any parcel of property the owner of which is delinquent for more than six months in the payment of charges imposed for the use of the System.

(e) [Section 26.05] Levy of Charges. The City will promptly fix, establish and levy the rates and charges which are required by Section 7(c) [Section 26.03]. Unless contrary to any provision of applicable law, any resolution or ordinance adopted by the Council 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:

(1) the City has fully complied with the requirements of the Rate Covenant contained in Section 7(c) [Section 26.03] for any 12 consecutive months out of the 16 calendar months immediately preceding the reduction of the rate schedule, and

(2) the audit required by Section 7(i) [Section 26.09] or a separate certificate by an Independent Accountant for or relating to any 12 consecutive months out of the 16 calendar months immediately preceding any reduction discloses that the Net Revenues resulting from the proposed reduced rate schedule would have been sufficient to meet the Rate Covenant contained in Section 26.03 during the applicable 12-month period.

(f) [Section 26.06] Efficient Operation. The City 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 to supply reasonable public and private demands for System services within the Service Area.

(g) [Section 26.07] Records. So long as System Bonds remain Outstanding, proper books of record and account will be kept by the City, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System.

However, pursuant to Section 6-14-10(E) NMSA, records with regard to the ownership or pledge of System Bonds are not subject to inspection or copying.

(h) [Section 26.08] Right to Inspect. Owners, or their duly authorized agents, shall have the right to inspect at all reasonable times all records, accounts and data relating to the System.

(i) [Section 26.09] Audits. Within 180 days following the close of each Fiscal Year, the City will cause an audit of the books and accounts of the System to be made by an Independent Accountant. Each audit of the System shall include those matters determined to be proper by the Independent Accountant.

(j) [Section 26.10] Billing Procedure. Bills for water or water 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 of the City. If permitted by law, if a bill is not paid within the period of time required by such ordinance, water service shall be discontinued as required by such 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.

(k) [Section 26.11] Charges and Liens Upon System. The City 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 City will not create or permit any lien or charge upon the System or the Net Revenues except as permitted by the Master Ordinance, or it will make adequate provisions to satisfy and discharge within 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 Net Revenues. However, the City 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 Owners.

(l) [Section 26.12] 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 City 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 Council, prudent and reasonable taking into account, but not being controlled by, the amounts and types of insurance or self-insured programs provided by municipalities which operate water systems. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a fund, company or association in which the City may have a material interest and of which the City 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 City 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, any remainder may be used to redeem System Bonds or be treated as Gross Revenues and used in the manner provided in Article XVIII.

(m) [Section 26.13] Competing System. Unless contrary to any provision of, or required by, applicable law, as long as System Bonds are outstanding, the City will not grant any franchise or license to a competing water utility system, or permit any person, association, firm or corporation to sell water utility services or facilities to any consumer, public or private, within the Service Area of the System; provided, however, that nothing shall prevent the City 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.

(n) [Section 26.14] Alienating System. While the System Bonds are Outstanding, the City shall not, except as permitted below, transfer, sell or otherwise dispose of the System. For purposes of this Section, any transfer of an asset over which the City retains or regains substantial control shall not, for so long as the City has such control, be deemed a disposition of the System.

The City 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:

(1) The property being disposed of is inadequate, obsolete or worn out; or

(2) The property proposed to be disposed of and all other property of the System disposed of during the 12-month period ending on the day of such transfer (but excluding property disposed of under (a) 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

(3) The City 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 City as evidenced by a certificate of an Authorized Officer, the Consultant estimates that the City will be in compliance with the Rate Covenant during each of the five Fiscal Years immediately following such disposition.

For purposes of this Section, the term "Significant Portion" of the System means property of the System which, if such property had been disposed of by the City at the beginning of the Fiscal Year which includes the month of commencement of the 12-month period referred to in (b) above would have resulted in a reduction in Net Revenues for such Fiscal Year of more than 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 City directly attributable to such property of the System.

Proceeds of the disposition of assets under (b) or (c) above shall be deposited into the Income Fund and used, within a reasonable period of time, not to exceed three years, to (i) provide additional revenue-producing properties to the System, (ii) redeem System Bonds or (iii) 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 Article XXXI of 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 (a) above, unless the City 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 City to be in default of any other covenant contained in Ordinance.

(o) [Section 26.15] Extending Interest Payments. To prevent any accumulation of claims for interest after maturity, except as permitted by the Master Ordinance, Supplemental Ordinance or Related Documents, the City will not directly or indirectly extend or assent to the extension of the time for the payment of any claim for interest on System Bonds. If the time for payment of interest is extended contrary to the provisions of this Section, the installments of interest extended shall not be entitled, in case of an event of default under the Master Ordinance, Supplemental Ordinance or Related Documents, to the benefit or security of the Master Ordinance, Supplemental Ordinance or Related Documents until the prior payment in full of the principal of, Accreted Value and interest on all other System Bonds then outstanding.

(p) [Section 26.16] Competent Management. The City shall employ experienced and competent personnel to manage the System.

(q) [Section 26.17] Performing Duties. The City will faithfully and punctually perform all duties with respect to the System required by State and City laws, 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.

(r) [Section 26.18] Other Liens. Other than as stated in or provided by the Master Ordinance or applicable disclosure document for a series of System Bonds, there are no liens or encumbrances of any nature whatsoever, on or against the System, the Gross Revenues or the Net Revenues.

(s) [Section 26.19] City's Existence. The City will maintain its corporate identity and existence as long as System Bonds remain outstanding unless another political subdivision by operation of law succeeds to the liabilities and rights of the City, without adversely affecting to any substantial degree the privileges and rights of any Owner. However, the City may, annex or de-annex land if the City complies with other applicable covenants contained in the Master Ordinance.

(t) [Section 26.20] Tax Compliance.

(1) With respect to System Bonds to be issued as tax-exempt bonds under Sections 103 and 141 of the Code, the City will restrict the use and investment of the proceeds of the System Bonds and any funds reasonably expected to be used to pay the System Bonds to the extent necessary so that the System Bonds will not constitute arbitrage bonds under Section 148 of the Code. Authorized Officers having responsibility for issuing System Bonds will give appropriate certificates of the City for inclusion in transcripts of proceedings for System Bonds setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the System Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on System Bonds.

(2) With respect to System Bonds to be issued as tax-exempt bonds under Sections 103 and 141 of the Code, the City (i) will take or cause to be taken such actions that may be required of it for the interest on the System Bonds to be and remain excluded from

gross income for federal income tax purposes, and (ii) will not take or permit to be taken any action that would adversely affect such exclusion, and the City will, among other acts of compliance to the extent necessary to assure the exclusion of interest on System Bonds under the Code, (A) apply, or cause to be applied, the proceeds of the System Bonds to the governmental purpose of the borrowing, (B) restrict the yield as necessary on investment property defined in Section 148(b)(2) of the Code acquired with gross proceeds of the System Bonds, (C) make timely rebate payments to the federal government in accordance with Section 148(f) of the Code, the Rebate Regulations (as defined in Article XXVII of Ordinance) and Ordinance, (D) maintain proper books and records and make, or have made, calculations and reports, and (E) refrain from certain uses of System Bond proceeds. Authorized officers are authorized and directed to take action, make or have made calculations and rebate payments, and make or give covenants, representations, reports and certifications as may be required or appropriate to assure the exclusion of interest on the System Bonds from gross income for federal income tax purposes.

(3) The City covenants that it will not make or cause to be made any investment or deposit described or permitted in the Master Ordinance at other than the value permitted for any such investment or deposit under Sections 1.148-0 through 1.148-11 and 1.150-1 and 1.150-2 of the Regulations or any successor provision applicable to the System Bonds.

(4) The provisions of this Section 7(t) [Section 26.20] shall not apply to the System Bonds, or any series of System Bonds, if at any time and to the extent that the City receives an opinion of Bond Counsel that the failure to comply will not adversely affect the exclusion from gross income of interest on the System Bonds for federal income tax purposes under Section 103(a) of the Code.

(5) The City may issue System Bonds that are not tax-exempt bonds under the Code.

(u) [Section 26.21] Free Services Prohibited. No free service, facilities nor commodities shall be furnished by the System. Should the City use water services or facilities supplied by the System for municipal purposes, or any combination thereof, or in any other manner use the System, or any part thereof, any use of the System by or of the services rendered thereby to the City, or any department, board or agency thereof, will be paid for from the City'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 City 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.

INTERIM PROMISSORY NOTE
($17,000,000 Water Utility System Loan)

To the New Mexico Environment Department (NMED)
Clean Water State Revolving Loan Fund (CWSRF)
-also known as-
Wastewater Facility Construction Loan Program

FOR VALUE RECEIVED, the **City of Santa Fe** (Borrower) promises to pay the NMED at:

New Mexico Environment Department
Construction Programs Bureau
1190 S. St. Francis Drive
P.O. Box 5469
Santa Fe, New Mexico 87505

or by electronic funds transfer (EFT)

or at such other place as NMED may hereafter designate in writing, the principal amount of

Seventeen Million Dollars ($17,000,000)

or so much of that amount as has been paid by NMED to the Borrower pursuant to the terms of the Interim Loan Agreement (Agreement) or any amendment to the Agreement for CWSRF 140 A-F between NMED and the Borrower plus **0.01% project interest annually** from the date of each respective disbursement annually until paid in full. Effective on the execution of the Agreement.

The principal plus interest due, if applicable, and payable on this Note shall be payable as follows: Principal loaned, and the subsequent interest shall be due and paid according to the Final Promissory Note as described.

Repayment Rate and Schedule

Annual principal and interest payments will commence not later than one year after completion of the project and shall be paid in annual installments due on the anniversary of the first annual installment. A Final Promissory Note will be processed and executed, and the Agreement will be amended and executed as a Final Loan Agreement to reflect the final amount loaned by NMED to Borrower. The principal amount of the Final Promissory Note and Agreement, as amended, will be an amount equal to that loaned and paid to Borrower under this Note.

Source of Repayment

The Borrower is giving a security interest by dedicating the Pledged Funds. The Pledged Funds are defined as **Net Water Utility System Revenue**. Except as stated in the Ordinance, the Pledged Funds have not been pledged to the payment of any outstanding obligations and no other obligations are payable from the Pledged Funds on the date of the Ordinance. The loan will be payable and collectible solely from the Pledged Funds.

Assignment

No assignment by NMED of the right to receive payments under this Note shall affect the Borrower's obligations or rights other than to make payments either by EFT or at the address designated by NMED to the Borrower in writing.

Collection and Default

At the option of NMED, any amount paid by NMED to collect amounts due under this Note or to preserve or protect NMED's rights under the Agreement shall become a part of, and bear interest at the interest rate as set forth in the previous REPAYMENT RATE AND SCHEDULE section above and shall become immediately due and payable by the Borrower to NMED upon demand by NMED. Events of default and remedies upon an event of default as described in the Agreement in COVENANTS are incorporated herein by reference.

Prepayment

The Borrower may prepay all or any part of the principal of this Note without penalty. Extra payments, shall, after payment of interest due, be applied to the reduction of principal. After any prepayment of principal, the Borrower shall continue to pay the amounts listed in the Agreement and Final Promissory Note until the entire principal and interest are paid in full.

Authority

This Note is authorized by the Wastewater Facility Construction Loan Act, NMSA 1978, § 74-6A-1 et seq., as amended, the New Mexico Water Quality Control Commission Regulations, 20.7.5 NMAC, the New Mexico Environment Department Regulations, 20.7.6 – 20.7.7 NMAC, and the Borrower's Ordinance No. 2024-6.

This Note shall not constitute indebtedness or debt within the meaning of any constitutional, charter or statutory provision, or limitation, nor shall this Note be considered or held to be a general obligation of the Borrower. The obligations of the Borrower under the Agreement and Note are payable and collectible solely out of the Pledged Funds as defined in the Agreement, and NMED or any other holders of the Agreement or Note may not look to any general or municipal fund for the payment of the principal or interest on the Agreement or Note.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed and effective as of the date listed below by the Borrower.

_____
Borrower's Authorized Signature

_____
Borrower's Printed Name

_____
Title

_____
Date

State of _

County of

Signed or attested before me on _____ by _____ ,
Date Witness for City of Sant Fe

_____
Notarial Officer Signature

[Official Stamp] Title of Office:

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-04

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Michael Garicia

Councilor Amanda Chavez

A BILL

AMENDING ORDINANCE NO. 2024-6 TO APPROVE THREE INDIVIDUAL LOAN AGREEMENTS WITH THE NEW MEXICO ENVIRONMENT DEPARTMENT TO BE PAID WITH REVENUES FROM EACH SYSTEM, RESPECTIVELY: (1) A WASTEWATER PROJECT LOAN AGREEMENT; (2) A WATER PROJECT LOAN AGREEMENT; AND (3) A SOLID WASTE COLLECTION PROJECT LOAN AGREEMENT; INCORPORATING DEFINITIONS AND COVENANTS RELATING TO WASTEWATER, WATER, AND SOLID WASTE SYSTEM DEBT OBLIGATIONS IN EACH LOAN AGREEMENT, RESPECTIVELY, BY REFERENCE HEREIN; RATIFYING PRIOR ACTION CONSISTENT WITH THE PROVISIONS HEREOF; AND REPEALING PRIOR ACTION INCONSISTENT WITH THE PROVISIONS HEREOF, BUT ONLY TO THE EXTENT OF SUCH INCONSISTENCY.

Capitalized terms used in the following preambles [~~are defined in Section 1 of this Ordinance~~] have the same meaning as set forth in Section 1 of this Amendatory Ordinance, unless the context requires otherwise.

underscored material = new [~~bracketed material~~] = delete

WHEREAS, the City of Santa Fe, New Mexico (the "~~Borrower~~ City") is a legally [~~and regularly~~] created public body, established, organized and existing incorporated charter municipality with home-rule powers under the [~~general~~] constitution and laws of the State of New Mexico [~~("State")~~]; and

WHEREAS, the Borrower now owns, operates, and maintains public utilities including Water, Wastewater, and Environmental Services systems ("System"); and

WHEREAS, the present Systems are insufficient and inadequate to meet the needs of the Borrower; and

WHEREAS, the New Mexico Environment Department ("NMED") is offering the Borrower [~~a~~] three loans to assist in financing improvements to the Systems (the "Projects"), pursuant to [~~an~~] three agreements ("Loan Agreements") and respective promissory notes ("Notes"), payable solely from certain revenues described herein ("the Pledged Revenues"); and

WHEREAS, NMED intends to fund the Loan Agreements with funds that include a one-time federal grant to the NMED from the Environmental Protection Agency (EPA); and

WHEREAS, under the terms of the Loan Agreements, the Projects are [~~is~~] subject to specific requirements of the federal grants;[~~and~~]

WHEREAS, the Borrower has the following obligations outstanding to which the Pledged Revenues have already been pledged:

Funding Source (e.g., Revenue Bond, NMED, NMFA, etc.) and Series# or Loan/Project #	Principal Amount Outstanding at 06/30/2023
Water Utility System Refunding, Series 2016	$30,145,000
Public Project Revolving Fund ("PPRF")-Buckman Diversion Project, Series 2008	$5,191,493
Drinking Water Revolving Fund ("DWRLF") No. 2696, Series 2013	$1,499,281

WHEREAS, the Governing Body of the Borrower has determined that it is in the best

interest of the Borrower to accept and enter into the Loan Agreements and to execute and to deliver the Notes, for each of the three agreements respectively, to the NMED[,]; and

WHEREAS, the Governing Body adopted Ordinance No. 2024-6 on August 14, 2024, pursuant to which it approved a form of loan agreement with the New Mexico Environment Department ("NMED") in the principal amount of $151,000,000 (the "Proposed Combined NMED Loan Agreement"), for the purpose of financing (1) improvements to the City's Water Utility System, consisting of the Nichols Dam Outlet Works Rehabilitation Project (the "Water System Improvement Project"); (2) improvements to the City's Wastewater Utility System, consisting of (a) UV Disinfection Replacement project; (b) Sanitary Sewer Line Repair project, (c) Collections Division Equipment and Administration Building project, and (d) Wastewater Treatment Plant Repair and Rehabilitation Project (collectively, the "Wastewater System Improvement Projects"); and (3) improvements to the City's Solid Waste Collection System, consisting of Environmental Services Division Maintenance and Administrative Building Project (the "Solid Waste System Project"); and

WHEREAS, the portion of the Proposed Combined NMED Loan Agreement to be applied to the Water System Improvement Project would be repayable from Net Water System Revenues; and

WHEREAS, the portion of the Proposed Combined NMED Loan Agreement to be applied to the Wastewater System Improvement Project would be repayable from Net Wastewater System Revenues; and

WHEREAS, the portion of the Proposed Combined NMED Loan Agreement to be applied to the Solid Waste System Improvement Project would be repayable from Net Solid Waste System Revenues; and

WHEREAS, each of the Net Water System Revenues, Net Wastewater System Revenues, and Net Solid Waste System Revenues has been pledged as security for repayment of, respectively,

outstanding Net Water System Revenue obligations, outstanding Net Wastewater System Revenue obligations, and Net Solid Waste System Revenue obligations; and

WHEREAS, the ordinances authorizing the issuance of outstanding Net Water System Revenue obligations include definitions and covenants which are specific to the operation of the Water Utility System, and govern the issuance of additional debt obligations secured by Net Water System Revenue; and

WHEREAS, the ordinances authorizing the issuance of outstanding Net Wastewater System Revenue obligations include definitions and covenants which are specific to the operation of the Wastewater Utility System, and govern the issuance of additional debt obligations secured by Net Wastewater System Revenue; and

WHEREAS, the ordinances authorizing the issuance of outstanding Net Solid Waste System Revenue obligations include definitions and covenants which are specific to the operation of the Solid Waste Collection System, and govern the issuance of additional debt obligations secured by Net Solid Waste System Revenue; and

WHEREAS, for the purpose of delineating the separate net system revenues being pledged as security for repayment of the loan funds to be provided by NMED for the Water System Improvement Project, the Wastewater System Improvement Projects and the Solid Waste System Improvement Project, and the separate definitions and covenants applicable to each category of pledged revenues, the Governing Body deems it advisable and in the interest of the City to approve a separate loan agreement for each of the Water System Improvement Project, the Wastewater System Improvement Projects, and the Solid Waste System Improvement Project (collectively, the "Improvement Projects"); and

WHEREAS, the following forms of NMED loan documents have been presented to the Governing Body in connection with its consideration of this Ordinance:

(1) $17,000,000 Water Utility System Interim Loan Agreement and

Supplement with Covenants and Provisions Applicable to Net Water Utility System Obligations, and Interim Promissory Note;

(2) $114,000,000 Wastewater Utility System Interim Loan Agreement and Supplement with Covenants and Provisions Applicable to Net Wastewater Utility System Obligations, and Interim Promissory Note; and

(3) $20,000,000 Solid Waste Collection System Interim Loan Agreement and Supplement with Covenants and Provisions Applicable to Net Solid Waste Collection System Obligations, and Interim Promissory Note;

and

WHEREAS, the City intends to finance the costs of the Water System Improvement Project with the proceeds of the Water Utility System Interim Loan Agreement, the costs of the Wastewater Utility System Improvement Projects with the proceeds of the Wastewater Utility System Interim Loan Agreement, and the costs of the Solid Waste Collection System Improvement Project with the proceeds of the Solid Waste Collection System Interim Loan Agreement (together with the Water Utility System Interim Loan Agreement and the Wastewater Utility System Interim Loan Agreement, as each is supplemented by its respective Supplement, the "Loan Agreements"), and to authorize the execution and delivery of the Loan Agreements and corresponding Promissory Notes, subject to the terms and provisions of this Amendatory Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE ~~[BORROWER]~~ CITY OF SANTA FE, NEW MEXICO:

Section 1. Definitions. As used in the Ordinance, the following terms shall have the meanings specified below, unless the context clearly requires otherwise and to the extent that the terms do not conflict with the three Loan Agreement Supplements *(such meaning to be equally applicable to both the singular and the plural forms of the terms defined unless the plural form is separately defined)*: In addition to the terms defined in the recitals hereof and below in this section,

the defined terms appearing in the Supplement with Covenants and Provisions Applicable to Net Water Utility System Obligations, the Supplement with Covenants and Provisions Applicable to Net Wastewater Utility System Obligations, and the Supplement with Covenants and Provisions Applicable to Net Environmental Services Division Collection System Obligations, are incorporated herein by reference.

ACT. The general laws of the State, including the Wastewater Facility Construction Loan Act at NMSA 1978, Sections 74-6A-1 to -15 , as amended; enactments of the Governing Body of the Borrower relating to the Notes and the Loan Agreements made by resolution or ordinance, including this ordinance; and the powers of the Borrower as a public body under authority given by the Constitution and Statues of the State.

ANNUAL AUDIT or SINGLE AUDIT. Financial statements of the Borrower as of the end of each Fiscal Year, audited by an Auditor, consistent with the federal Single Audit Act and the State Auditor's rules.

AUTHORIZED OFFICER. City of Santa Fe Mayor Alan Webber or other officer or agent of the Borrower is designated by the Borrower's Signature Resolution Number 2024-30 adopted by the Governing Body of the Borrower, as amended.

BORROWER. The entity requesting funds pursuant to the Act.

FISCAL YEAR. The twelve-month period commencing on the first day of July of each year and ending on the last day of June of the succeeding year, or any other twelve-month period which the Borrower hereafter may establish as the fiscal year of the System.

GOVERNING BODY OF THE BORROWER. City of Santa Fe governing body.

LOAN. A loan of funds from NMED made pursuant to the Loan Agreement.

LOAN AGREEMENT. The interim loan agreement between the Borrower and the NMED, pursuant to which funds will be loaned to the Borrower to construct the Project and pay eligible costs relating thereto; and the final (repayment) loan agreements which shall state the

amounts put into repayment the NMED loaned to the Borrower, which shall be executed annually or biannually per an agreed upon disbursement amount or upon completion of the Projects.

NMSA. New Mexico Statues Annotated, 1987 Compilation, as amended and supplemented.

NOTE. The interim and final promissory notes issued by the Borrower to the NMED evidencing the obligation of the Borrower to the NMED incurred pursuant to the Ordinance and Loan Agreements.

OPERATION AND MAINTENANCE. All reasonable and necessary expenses of the Systems, paid or accrued, relating to operating, maintaining, and repairing the System.

ORDINANCE. This Ordinance includes amendments.

PARITY BONDS or PARITY OBLIGATIONS. Revenue Bonds and other bonds or other obligations payable from the Pledged Revenues issued with a lien on the Pledged Revenues on parity with the bonds or obligations as listed in this Ordinance.

PLEDGED REVENUES.

- Water System Revenue for Nichols Dam Project
- Wastewater System Revenue for
    - The Ultraviolet (UV) Disinfection Replacement Project,
    - The Collections Equipment and Administrative Building, and
    - The Sanitary Sewer Line Repair and Rehabilitation
    - The Wastewater Treatment Plant (WWTP) Rehabilitation.
- Environmental Services Division Net Revenue for the Environmental Services Division Administrative Building, Maintenance Space, and Storage Area.

PROJECT. The most current NMED approved Project Description described on the Project Description Form on file with NMED, including but not limited to:

- Nichols Dam Outlet Works Rehabilitation.

- UV Disinfection Replacement Project.
- Collections Equipment and Administrative Building.
- Sanitary Sewer Line Repair/Rehabilitation.
- Wastewater Treatment Plant Repair and Rehabilitation
- Environmental Services Division Administrative Building, Maintenance Space, and Storage Area

PROJECT COMPLETION DATE. The date that operations of the completed works are initiated or capable of being initiated, whichever is earlier. This also applies to individual phases or segments.

REGULATIONS. Regulations promulgated by the Water Quality Control Commission at 20.7.5 NMAC and New Mexico Environment Department at 20.7.6 - 20.7.7 NMAC.

SUBORDINATE OBLIGATIONS. Other obligations payable from the Pledged Revenues issued with a lien on the Pledged Revenues subordinate to the lien of [~~the~~] each Loan Agreement and Note as may be listed in this Ordinance.

Section 2. RATIFICATION. All action before now (not inconsistent with the provisions of the Ordinance) by the Governing Body, the officers and employees of the Borrower, directed toward the Loan Agreements and the Notes, is ratified, approved and confirmed as a result of this document

Section 3. Approval of Loan Agreements. The Loan Agreements, as supplemented with the Supplement corresponding to each, and the Interim Promissory Note corresponding to each Loan Agreement, are hereby approved for execution and delivery to NMED, with such modifications as may be required by NMED or otherwise deemed advisable and consistent with the purposes of this Amendatory Ordinance. Prior approval of the Proposed Combined NMED Loan Agreement pursuant to Ordinance No. 2024-6 is hereby repealed.

Section [~~3~~] 4. FINDINGS. The Governing Body of the Borrower declares that it has

considered all relevant information and data and makes the following findings:

(A) The execution and delivery of the Loan Agreements and the Notes pursuant to the Act to provide funds to finance the Projects, is necessary and in the interest of the public health, safety, and welfare of the residents of the Borrower.

(B) The money available for the Projects from all sources other than the Loan Agreements is not sufficient to pay when due to cost of the Project.

(C) The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreements and Notes.

Section [4]5. [~~**SYSTEM.** The Systems shall continue to constitute Water, Wastewater, and Environmental Services systems and shall be operated and maintained as such~~] **Repeal of Prior Inconsistent Action.** All ordinances or parts of ordinances, including Ordinance No. 2024-6, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repeal shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

Section [~~5~~]6. Authorization [~~OF PROJECT~~] to Execute Related Documents and Delegated Authority. The acquisition and construction of the Projects and payment of eligible items are set forth in the regulations from proceeds of the Loan Agreements and Notes are [~~is~~] hereby authorized as a cost not to exceed the principal Loan amounts, respectively [~~of $ 151 million~~], excluding any cost of the Project to be paid from any source other than the proceeds of the Loan Agreements and respective Notes

Section [~~6~~]7. AUTHORIZATION OF LOAN AGREEMENTS.

(A) For the purpose of protecting the public health, conserving the property, and protecting the general welfare of the borrowing community it is hereby declared necessary that the Borrower execute and deliver the Loan Agreements and Notes to be payable and collectible solely from the Pledged Revenues. The NMED has agreed to disburse the proceeds according to the terms of the Loan Agreements to the Borrower over the construction period of the Project. The principal

Loan amounts of the Notes shall not exceed the loan amounts specified in each of the three agreements [~~$151 million~~] without the adoption of another Ordinance amending the Ordinance by the Governing Body of the Borrower, *and the annual interest rate on that principal amounts shall not exceed 0.01% percent per annum. Interest shall be computed as a percentage per year on the outstanding principal amounts on the Loans on the basis of a 365-day year, actual number of days lapsed.* The final maturity date on the Notes shall not extend beyond the agreed upon useful life of the project. The Loans shall be repaid in substantially equal annual installments in the amount and on the dates provided in the Loan Agreements with the first annual installment in the amount and on the dates provided in the Loan Agreements with the first annual installment due no later than one year after the completion of the project. The Borrower must maintain a debt service coverage ratio of no less than 1.2 and must obtain the written consent of the NMED before issuing additional obligations secured by the Pledged Revenues.

(B) If the Borrower fails to satisfy any federal grant requirements or conditions, the Borrower may be required to refund any federal grant funds disbursed to the Borrower from NMED.

(C) The NMED has approved the form of the Loan Agreements and the Notes. The Authorized Officer is hereby directed to execute and deliver the Loan Agreements and the Notes and any amendments to the [~~I~~]Loan Agreements or Notes to be executed after completion of the Project with such changes consistent with the Ordinance. The approval by an Authorized Officer of these documents in their final forms shall constitute conclusive evidence of their approval and compliance with this section.

(D) From the date of the initial execution and delivery of the Loan Agreements and the Notes, Authorized Officers, agents and employees of the Borrower are authorized, empowered, and directed to carry out such acts and to execute all such documents as may be necessary to comply with the provisions of this Ordinance, the Loan Agreements, and the Notes.

Section [~~7~~]8. SPECTIAL LIMITED OBLIGATIONS. All Funds disbursed pursuant to the Loan Agreements and the Notes shall be special limited obligations of the Borrower and shall be payable and collectible solely from the Pledged Revenues which are irrevocably pledged as set forth in this Ordinance. The NMED may not look to any general or other fund for the payment on the Loan Agreements and the Notes except the designated special funds pledged. The Loan Agreements and the Notes shall not constitute indebtedness or debts within the meaning of any constitutional, charter, or statutory provision or limitation, nor shall they be considered or be held to be general obligations of the Borrower and shall recite that they are payable and collectible solely from the Pledged Revenues.

Section 9. Effective Date, General Summary for Publication. Upon due adoption of this Ordinance, the City shall record and preserve it as is consistent with 2-2.4, "Ordinances; effective date; proof of publication", SFCC 1987, and this Ordinance shall be in full force and effect after its publication in accordance with law.

[~~**Section 8. OPERATION OF PROJECT.** The Borrower shall operate and maintain the Project so that it will function properly over its structural and material design life.~~

~~**Section 9. USE OF PROCEEDS.** The NMED shall disburse Funds pursuant to the Loan Agreement for NMED approved costs incurred by the Borrower for the Project or to pay contractors or suppliers of materials for work performed on the Project as set forth in the Loan Agreement.~~

~~**Section 10. APPLICATION OF REVENUES.**~~

~~**(A) OPERATION AND MAINTENANCE.** So long as the Loan Agreement and the Note are outstanding, either as to principal or interest, or both, the Borrower shall pay for the operation and maintenance expenses of the System, approved indirect charges and any amounts for capital replacement and repair of the System as incurred.~~

~~**(B) PARITY OBLIGATIONS AND OTHER APPROVED DEBT(S)**. The Borrower shall pay the principal, interest and administrative fees (if applicable) of parity obligations and other approved debts which are secured from the Pledged Revenues as scheduled.~~

~~**(C) EQUITABLE AND RATABLE DISTRIBUTION.** Obligations of the Borrower secured by the Pledged Revenues on parity with the Loan Agreement and the Note, from time to time outstanding, 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 their issuance or creation.~~

~~**(D) SUBORDINATE OBLIGATIONS.** The Pledged Revenues used for the payment of Subordinate Obligations shall be applied first to the payment of the amounts due the Loan Agreement and the Note, including payments to be made to other obligations payable from the Pledged Revenues which have a lien on the Pledged Revenues on parity with the Loan Agreement and the Note.~~]

Section [~~11~~] 10. LIEN OF LOAN AGREEMENTS AND NOTES. The Loan Agreements and the Notes shall constitute irrevocable liens upon the Pledged Revenues with priorities on the Pledged Revenues as set forth in the Loan Agreements [~~in this Ordinance~~]. The Borrower hereby pledges and grants a security interest in the Pledged Revenues for the payment of the Notes and any other amounts owed by the Borrower to the NMED pursuant to the Loan Agreements.

[~~**Section 12. OTHER OBLIGATIONS**. Nothing in the Ordinance shall be construed to prevent the Borrower from issuing bonds or other obligations payable from the Pledged Revenues and having a lien thereon subordinate to the liens of the Loan Agreement and the Note. The Borrower must obtain the written consent of the NMED before issuing additional obligations secured by the Pledged Revenues.~~

~~**Section 13. DEFAULT**. The following shall constitute an event of default under the Loan Agreement:~~

~~**(A)** The failure by the Borrower to pay the annual payment due on the repayment of the Loan set forth in the Loan Agreement and Note when due and payable either at maturity or otherwise; or~~

~~**(B)** Default by the Borrower in any of its covenants or conditions set forth under the Loan Agreement *(other than a default described in the previous clause of this section)* for 60 days after the NMED has given written notice to the Borrower specifying such default and requiring the same to be remedied.~~

~~**UPON OCCURRENCE OF DEFAULT:**~~

~~**(A)** The entire unpaid principal amount of the Interim and Final Promissory Note plus accrued interest and any fees thereon may be declared by the NMED to be immediately due and payable and the Borrower shall pay the amounts due under Note from the Pledged Revenues, either immediately or in the manner required by the NMED in its declaration, but only to the extent funds are available for payment of the Note. However, if insufficient funds are available for payment of the Note(s), the NMED may require the Borrower to identify sources for additional funds, which may include adjusting the rates charged by the System to ensure repayment of the Note in accordance with applicable laws.~~

~~**(B)** If default by the Borrower is of covenants or conditions required under the federal grant, the Borrower may be required to refund the amount of the Loan disbursed to the Borrower from NMED.~~

~~**(C)** The NMED shall have no further obligation to make payments to the Borrower under the Loan Agreement.~~]

Section [~~14~~] 11. ENFORCEMENT VENUE. The NMED retains the right to seek enforcement of the terms of the Loan Agreement. If the NMED and the Borrower cannot reach agreement regarding disputes as to the terms and conditions of this Loan Agreements, such disputes are to be resolved promptly and expeditiously in the district court of Santa Fe County. The

Borrower agrees that the district court for Santa Fe County shall have exclusive jurisdiction over the Borrower and the subject matter of [~~this~~] these Loan Agreements and waives the right to challenge such jurisdiction.

Section [~~15~~] 12. REMEDIES UPON DEFAULT. Upon the occurrence of any of the events of default as provided in the Loan Agreements or in this Ordinance, the NMED may proceed against the Borrower to protect and enforce its rights under the Ordinance by mandamus or other suit, action or special proceedings in equity or at law, in any court of competent jurisdiction, either for the appointment of a receiver or for the specific performance of any covenant or agreement contained in the Ordinance for the enforcement of any proper legal or equitable remedy as the NMED may deem most effective to protect and enforce the rights provided above, or to enjoin any act or thing which may be unlawful or in violation of any right of the NMED, or to require the Borrower to act as if it were the trustee of an express trust, or any combination of such remedies. Each right or privilege of the NMED is in addition and cumulative to any other right or privilege under the Ordinance or the Loan Agreements and Notes and the exercise of any right or privilege by the NMED shall not be deemed a waiver of any other right or privilege.

Section [~~16~~] 13. DUTIES UPON DEFAULT. Upon the occurrence of any of the events of default as provided in this Ordinance, the Borrower, in addition, will do and perform all proper acts on behalf of and for the NMED to protect and preserve the security created for the payment of the Notes to ensure the payment on the Notes promptly as the same become due. All proceeds derived from the System, so long as the respective Note is outstanding, shall be treated as revenues. If the Borrower fails or refuses to proceed as required by this Section, the NMED, after demand in writing, may proceed to protect and enforce the rights of the NMED as provided in the Ordinance and the Loan Agreements.

Section [~~17~~] 14. TERMINATION. When all obligations under the Loan Agreements and Notes have been paid, the Loan Agreements and Notes shall terminate and the pledge, lien, and all

other obligations of the Borrower under the Ordinance shall be discharged. The principal amount of the Notes, or any part thereof, may be prepaid at any time without penalty at the discretion of the Borrower and the prepayments of principal shall be applied as set forth in the Loan Agreements.

Section [~~18~~] 15. AMENDMENT OF ORDINANCE. This Ordinance may be amended with the prior written consent of the NMED.

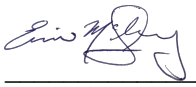
Section [~~19~~] 16. ORDINANCE IRREPEALABLE. After the Loan Agreements and Notes have been executed and delivered, the Ordinance shall be and remain irrepealable until the Notes [~~has~~] have been fully paid, terminated, and discharged, as provided in the Ordinance.

Section [~~20~~] 17. SEVERABILITY CLAUSE. If any section, paragraph, clause, or provision of the 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 the Ordinance.

Section [~~21~~] 18. REPEALER CLAUSE. All bylaws, orders, Ordinances, 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, Ordinance, or part thereof, heretofore repealed.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Bills/Clarifying Structure of NMED Loan

FIR No. 10631

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): Clarifying the Structure of a Loan Agreement with New Mexico Environment Department

Sponsor(s): Councilor Amanda Chavez, Councilor Carol Romero-Wirth, Councilor Michael Garcia

Reviewing Department(s): Public Utilities Department, Finance Department

Staff Completing FIR: Emily K. Oster **Date:** 11/8/2024 **Phone:** 505-699-2018

Reviewed by City Attorney: _____ **Date:** Feb 21, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Feb 21, 2025

Summary:

The bill amends Ordinance 2024-6 which authorized the City of Santa Fe's ("City") Public Utilities Department to enter into a loan agreement with the New Mexico Environment Department ("NMED") to accept funding in the form of a one hundred and fifty-one million dollars ($151,000,000) loan through the Clean Water State Revolving Fund ("CWSRF"). The loan proceeds will provide important funding that will be used for high priority water, wastewater, and environmental service infrastructure projects for the purpose of facilitating major repairs to aging infrastructure. Some of these projects involve upgrades to meet Environmental Protection Agency ("EPA") standards. The proposed amendment to the ordinance clarifies the structure of the debt. The purpose of the amendment is to authorize, in place of the single combined $151,000,000 loan agreement, three separate loan agreements: (1) a Wastewater Utility System Loan Agreement in the principal amount of $114,000,000, to be repaid from pledged Net Wastewater System revenue, (2) a Water Utility System Loan Agreement in the principal amount of $17,000,000, to be repaid from pledged Net Water System revenue, and (3) an Environmental Services Division Loan Agreement in the principal amount of $20,000,000, to be repaid from Net Environmental Services Division revenue. The three agreements will replace the single loan agreement for three separate utility systems with three separate revenue streams to be pledged for repayment of the loan amount, financing projects, as approved in the original ordinance. Each loan agreement will include the covenants and provisions applicable to the utility system being improved with the proceeds of that loan, which the City agreed to impose in connection with its outstanding Wastewater Utility System revenue bonds, Water Utility System revenue bonds, and Solid Waste Utility System debt obligations. The 0.01 interest rate and all other material terms of the combined $151,000,000 loan offered by NMED will apply to each separate loan.

Departments Affected:

Public Utilities Department, Finance Department

Consequences of Not Enacting Legislation:

If this legislation is not adopted, the City's NMED's CWSRF financing will not be structured in the most advantageous way for the City. Without this amendment, the entire amount of one hundred and fifty-one million dollar ($151,000,000) loan could be attributed to each of the three utility systems. This lack of specificity could affect utility revenue bond ratings and the capacity of each system to take on new debt in the future.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This proposed legislation is an amendment to Ordinance 2024-6. As required by NMAC Rule 20.7.6.15, a related Resolution, Resolution 2024-30 designated signatories on the loan agreement and promissory note for certain water, wastewater and environmental services projects.

Performance and Administrative Implications:
As required by NMAC Rule 20.7.6.15, loan agreements and promissory notes must be finalized and signed after this Ordinance is adopted and finalized.

Fiscal Implications:
The CWSRF loan is a unique opportunity to borrow funding that is necessary to update aging infrastructure at a very low interest rate. The 0.01% interest rate, and all other material terms of the combined $151,000,000 loan offered by NMED will apply to each separate loan for Wastewater, Water and Environmental Services. Loan principal repayment will begin after completed projects are put in service. For the Wastewater system, principal payments of $100,000 per year are expected to begin in FY28, with principal increasing to approximately $4M dollars per year in FY30. For the Water system, principal payments of approximately $566,000 per year are expected to begin in FY28. For the Environmental Services system, principal payments of approximately $666,000 per year are expected to begin in FY28. Loan principal and interest are expected to be repaid from the Water Management Fund cash balance, Wastewater Management Fund cash balance, and Environmental Services Fund cash balance, respectively.

Fiscal Impact

x Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 25	FYE 26	FYE 27	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits	$	$	$				
Operating- Interest Expense	$	$	$				$
Operating- Interest Expense	$	$	$				$
Operating- Interest Expense	$	$	$				$
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 25	FYE 26	FYE 27	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise- Loan proceeds	$	$	$		
Enterprise- Loan proceeds	$	$	$		
Enterprise- Loan proceeds	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

CITY OF SANTA FE

Memorandum

Date: February 19, 2025

To: Governing Body, Finance Committee

From: Alexis Lotero , Assistant Finance Director

Via: Emily Oster, Finance Director EKO

RE: Amending Section 11-2.1 To Establish "Special Appropriations", Budgeted for Up to Three Years

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EXECUTIVE SUMMARY:
The proposed amendment will separate the budgets for operational expenses from those for non-recurring expenses, such as capital outlay, grants, and other one-time funding. It would also allow for up to three-year appropriations for the non-recurring projects. Multi-year budgeting allows for strategic investment in projects that yield long-term benefits. Spreading the non-recurring expenditures over several years allows governments to focus on sustainable investments such as infrastructure improvements, technology upgrades, and workforce development initiatives.

Operationally, multi-year budgeting is more efficient for projects that are limited in scope but require more than one fiscal year to complete. This amendment eliminates the need for staff to prepare and receive approval for budget adjustments to "carry" one-time funding or grants into the subsequent fiscal year. The funding is intended to be appropriated for the duration of the project, even as it is limited to three years. The funding may be reauthorized beyond the three-year period with Governing Body approval.

ATTACHMENTS:
Bill
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-7

INTRODUCED BY:

Mayor Alan Webber

underscored material = new [~~bracketed material~~] = delete

A BILL REGARDING ANNUAL BUDGETS INCLUDING MULTI-YEAR APPROPRIATIONS; AMENDING SECTION 11-2.1 TO CONFORM WITH THE CITY'S CHARTER; ESTABLISH MULTI-YEAR APPROPRIATIONS FOR CAPITAL OUTLAY, GRANT-FUNDED PROJECTS, AND "SPECIAL APPROPRIATIONS"; AND, EFFECTIVE DECEMBER 31, 2025, AMENDING SECTION 11-2.4 TO SUNSET THE FINANCE DIRECTOR'S BUDGET AMENDMENT AUTHORITY TO CARRY-OVER CERTAIN UNEXPENDED APPROPRIATIONS INTO THE NEXT FISCAL YEAR.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 11-2.1 of SFCC 1987 (being Ord. No. 2008-20, § 1, as amended) is amended to read:

11-2.1 Appropriation.

Upon preparation and submission of an annual budget by the mayor [~~city manager~~], the governing body shall adopt the [~~next fiscal year's~~] budget by resolution that includes an operating budget and multi-year appropriations.

A. The final operating budget [~~document~~] shall include summaries of the following:

[~~A.~~] 1. Anticipated revenues by fund;

[~~B.~~] 2. Planned expenditures by fund, department, and category;

[~~C.~~] 3. Planned cash transfers between funds;

[~~D.~~] 4. Estimated beginning and ending cash balances;

[~~E.~~] 5. Costs for personnel salaries and benefits by fund and department;

[~~F.~~] 6. General obligation and revenue bonded debt service; and

7. [~~The annual budget includes all l~~]Line-item detailed reports for all funds and detailed personnel schedules, which must be prepared and be available upon request.

B. The following components may be included in a multi-year section of the budget:

[~~G.~~] 1. Schedules of lease purchase agreements; [~~and~~]

2. C[~~c~~]apital outlay appropriations authorized for up to three years;

3. Grant appropriations authorized for up to the term of the relevant grant;

4. "Special" appropriations, which are limited-duration, non-capital appropriations, authorized for up to three years; and

5. Reauthorizations of multi-year appropriations unexpended during the initial appropriation term and deemed necessary.

6. Deauthorizations of prior-year(s), unexpended, multi-year appropriations.

Section 2. Section 11-2.2 through 11-2.5 of SFCC 1987 (being Ord. No. 2008-20, § 1; SFCC 1981, § 9-3-3; SFCC 1981, § 9-3-4; No. Ord. #2001-37, § 1; and No. Ord. #2003-27, § 1, as amended, respectively) is included for reference without amendments:

11-2.2 Limitation on amount appropriated.

The total amount appropriated by the governing body in any particular fiscal year shall not exceed the probable amount of available money at the beginning of the year plus anticipated

revenue during the fiscal year.

11-2.3 State approval required.

The governing body shall submit its adopted budget to the local government division of the department of finance and administration for review, amendment, if required, and approval. Upon receipt of the approved budget the governing body shall cause such budget to be made a part of the minutes of the governing body.

11-2.4 Annual Audit.

A. The finance director shall complete an annual comprehensive financial report including all city funds. The finance director shall also ensure an annual audit is contracted with the state auditor or an independent auditing firm in accordance with generally accepted auditing standards, state statutes, and other written state auditor's office policies and procedures.

B. A copy of the annual comprehensive financial report shall be distributed to all members of the governing body when released by the state auditor. The auditors completing the audit shall present a summary of the audit report to the finance committee.

C. The city manager shall direct department directors to resolve the findings included in the audit report, and report to the finance committee within ninety (90) days of the presentation of the audit report. Findings not resolved shall be brought back to the finance committee every ninety (90) days until resolutions are final.

11-2.5 Review of fees and charges.

Prior to the mayor's [~~city manager's~~] recommendation of the annual budget to the governing body, the city manager shall direct all departments to review all fees and charges assessed by that department.

Section 3. Section 11-4 of SFCC 1987 (being Ord. No. 2020-33, § 2, as amended) is

amended to read:

11-4 BUDGET ADJUSTMENTS.

When budget adjustments are needed during the fiscal year, the following procedures shall apply:

A. The finance director has the authority to approve budget increases or decreases in revenue or transfers-in or in expenditures, expenses or transfers-out, that reflect increases or decreases in the budget up to and including five thousand dollars ($5,000.00).

B. The city manager has the authority to approve budget increases or decreases in revenue or transfers-in or in expenditures, expenses or transfers-out, that reflect increases or decreases in the budget up to and including sixty thousand dollars ($60,000.00).

C. The governing body shall approve budget increases or decreases in revenue or transfers-in or in expenditures, expenses or transfers-out, that reflect increases or decreases in the budget that are over sixty thousand dollars ($60,000.00).

D. Budget adjustments approved by the finance director, city manager, and the governing body shall be included by fund in a quarterly budget resolution approved by the governing body.

E. Budget adjustment requests will conform to the rules and regulations adopted by the local government division of the department of finance and administration.

F. For budgets associated with grants and grant agreements, the following shall apply:

(1) The finance director may approve grant applications, grant awards, grant match requirements, and agreements up to and including five thousand dollars ($5,000.00).

(2) The city manager may approve grant applications, grant awards, grant match requirements, and grant agreements up to and including sixty thousand

dollars ($60,000.00), or in any amount if the deadline to approve grant applications, grant awards, grant match requirements, or grant agreements occurs before the deadline to include the application or award on the agenda for the governing body's next regularly scheduled meeting, in which case the application or award shall be subject to ratification by the governing body at the next scheduled meeting for which an agenda has not yet been posted.

(3) The city manager may approve budget revenue and related expenditure/expense increases exceeding sixty thousand dollars ($60,000.00) (including budget adjustments or decreases, as applicable), for grants provided that all of the following conditions are met:

(a) The governing body has already approved the grant application including the recommended match (if applicable), unless the deadline to seek or accept the funds occurs before the deadline to include the agreement on the agenda for the governing body's next regularly scheduled meeting, in which case the agreement shall be subject to ratification by the governing body at the next scheduled meeting for which an agenda has not yet been posted; and

(b) The final grant award does not significantly differ from the grant application in the amount, match, requirements, or other requirements on the part of the city; and

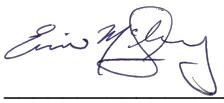
(4) Any city department receiving a grant shall submit a copy of the final award agreement and documentation for the grant to the finance department for financial tracking, reporting and auditing purposes.

G. Until December 31, 2025, or until the city implements software appropriate for accounting for multi-year appropriations for grants and capital projects, whichever is later, [~~U~~]unspent amounts

from multi-year grants and capital projects that the governing body approved in the prior fiscal year may be appropriated in the following fiscal year if the department administering the grant or capital project requests, and the finance director approves, such an appropriation. The appropriation shall be the entire remaining balance and it shall be budgeted for the same purpose and project that were approved by the governing body during the prior fiscal year. The finance department shall include such amounts in a quarterly budget resolution for review and approval of the governing body.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:



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ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Bills/Multi-year Budgeting for Capital and Special Appropriations

FIR No. 10660.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Multi-Year Special Appropriations

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Finance Department

Staff Completing FIR: Alexis Lotero **Date:** 2/21/2025 **Phone:** (505) 955-6137

Reviewed by City Attorney: [signature] **Date:** Feb 21, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Feb 21, 2025

Summary: This Bill would separate appropriations for operational expenses from those for non-recurring expenses, such as capital outlay, grants, and other one-time funding. It will also sunset the Finance Director's authority to carry-over budgeted funds for capital projects and funds derived from grants for an unlimited number of years.

Departments Affected: All departments

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not establish multi-year appropriations for "special appropriations", capital outlay, and grant-funded projects. Additionally, the Finance Director's budget authority to carry over certain unexpended appropriations into the next fiscal year would remain in place rather than sunsetting.

Conflict, Duplication, Companionship, or Relationship to Other Legislation: This bill relates to all the City's annual budget resolutions and quarterly budget adjustment resolutions.

Performance and Administrative Implications:
Separating appropriations for non-recurring funding from operating appropriations enhances financial stability by enabling policymakers to strategically allocate temporary resources without creating ongoing financial obligations. By planning appropriations over multiple years, governments can ensure that one-time funds contribute to long-term priorities rather than short-term gaps.

Fiscal Implications: The Bill does not have a fiscal impact but will impact budgeting to allow more accurate operating budgets and more realistic budgeting of multi-year projects.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: aclotero@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: February 21, 2025

To: Governing Body, Finance Committee, Quality of Life Committee, Public Works and Utilities Committee

From: Johanna Nelson, Director of Office of Economic Development and Interim Director of Office of Affordable Housing JN

RE: Amending Ordinance No. 2021-10 to Extend Sunset from 2025 to 2030

EXECUTIVE SUMMARY:

This bill amends SFCC 1987, Section 11-14.5, to extend the specified sunset date of December 31, 2025, to December 31, 2030, with regards to depositing half of certain land sale revenues into the Affordable Housing Trust Fund (AHTF).

BACKGROUND AND CONTEXT

Ordinance No. 2021-10 dedicated 50% of unrestricted revenue from the sale of City-owned land to the Affordable Housing Trust Fund ("AHTF"). This AHTF funding strengthens the City's ability to address Santa Fe's critical affordable housing needs. However, this dedication also results in a corresponding reduction in revenue for the Economic Development Fund.

Affordable housing has been a persistent challenge in Santa Fe for decades. Recognizing this, the City established the AHTF following the state of New Mexico's passage of the New Mexico Affordable Housing Act, which provided an exemption to the state's Anti-Donation Clause. Codified in SFCC 26-3, the AHTF enables public resources to be used for the following activities:

- The preservation, rehabilitation, operation, and construction of affordable housing units and emergency shelters.
- Financial assistance for income-qualified individuals through rental, mortgage, and down payment assistance programs.

Despite these efforts, the City continues to face significant barriers in ensuring a steady and reliable funding source for the AHTF.

KEY ISSUE

The current revenue streams for the AHTF are limited and inconsistent. Historically, the fund has relied on development fees, the payoff of City-held affordability and fee waiver liens, and land sales in Tierra Contenta. These sources, however, are closely tied to fluctuations in the real estate and development markets, making them unpredictable and difficult to sustain.

While the dedication of certain resources to the Affordable Housing Trust Fund reduces revenue for the Economic Development Fund, it would prioritize housing affordability—a foundational issue that impacts economic growth, workforce stability, and overall quality of life in Santa Fe.

ATTACHMENTS:
Bill
Fiscal Impact Report

Signature: Johanna Nelson (Feb 21, 2025 17:07 MST)

Email: jcnelson@santafenm.gov

_Amending Economic Development Fund Ordinance to Extend Sunset from 2025 to 2030 (Memo)

Final Audit Report 2025-02-22

Created:	2025-02-22
By:	PALMER ANDERSON (pcanderson@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAV3z441ckIbvZUMM3UK91osvLT3iS9iyh

"_Amending Economic Development Fund Ordinance to Extend Sunset from 2025 to 2030 (Memo)" History

Document created by PALMER ANDERSON (pcanderson@santafenm.gov)
2025-02-22 - 0:05:47 AM GMT- IP address: 63.232.20.2

Document emailed to Johanna Nelson (jcnelson@santafenm.gov) for signature
2025-02-22 - 0:06:45 AM GMT

Email viewed by Johanna Nelson (jcnelson@santafenm.gov)
2025-02-22 - 0:07:01 AM GMT- IP address: 174.240.20.215

Document e-signed by Johanna Nelson (jcnelson@santafenm.gov)
Signature Date: 2025-02-22 - 0:07:30 AM GMT - Time Source: server- IP address: 174.240.20.215

Agreement completed.
2025-02-22 - 0:07:30 AM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-9

INTRODUCED BY:

Councilor Michael Garcia

Councilor Amanda Chavez

Councilor Alma Castro

Councilor Pilar Faulkner

A BILL

AMENDING SECTION 11-14.5 OF THE ECONOMIC DEVELOPMENT FUND ORDINANCE TO CHANGE THE SUNSET DATE FOR DEPOSITING CERTAIN LAND SALE REVENUES IN THE AFFORDABLE HOUSING TRUST FUND FROM DECEMBER 31, 2025, TO DECEMBER 31, 2030.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 11-14.5 of SFCC 1987 (being Ord. No. 2021-10, § 1, as amended) is amended to read:

11-14.5 – Dedication and partial sunset.

A. An amount of the general fund equal to a minimum of one-quarter of one percent (0.25%) of the city's share of the state gross receipts tax shall be allocated annually to the economic development fund beginning in the fiscal year 2000/01 budget. This allocation shall be increased by one-quarter of one percent (0.25%) each subsequent year until an allocation of one percent (1%) is attained in FY 2003/04. Thereafter, the allocation shall be maintained at one percent (1%) unless increased by other annual allocations the governing

underscored material = new [bracketed material] = delete

body approves contingent upon sufficient appropriations and authorization by the governing body.

B. Between January 1, 2021 and December 31, [~~2025~~] 2030, half of all net proceeds from the sale of city-owned land and buildings shall be deposited into the economic development fund and half shall be deposited in the affordable housing trust fund, as set forth in section 26-3 SFCC 1987, and all net proceeds from the lease of city-owned land and buildings shall be deposited into the economic development fund. Thereafter, all net proceeds from any sale or lease of city-owned land and buildings shall be deposited into the economic development fund. These deposits shall be subject to the following provisions:

(1) Railyard property. Proceeds from the sale or lease of property on the railyard property are exempted from the provisions of this section and shall not be deposited in the economic development fund.

(2) Santa Fe Estates. Proceeds from the sale or the lease of the Santa Fe Estates are exempted from the provisions of this section and are subject to appropriation by the governing body.

(3) Tierra Contenta. Only the share of revenues from the sale of property in Tierra Contenta which had been designated to reimburse CIP funds used for the original purchase of Tierra Contenta shall be deposited in to the economic development fund (less funds already allocated for a new southside library in the amount of five hundred thousand dollars ($500,000.00). These funds shall be reserved for capital projects and their related expenses for projects authorized in subsection 11-14.5A SFCC 1987.

(4) Existing agreements. Agreements, ordinances and resolutions in force at the time of adoption of this section which stipulate other uses for the proceeds of specific transactions will exempt those transactions from the provisions of this section.

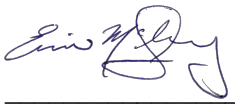
(5) Enterprise funds. Proceeds from the sale or lease of property belonging to or associated with enterprise funds are exempt from the provisions of this section.

(6) Airport Industrial Park. Net proceeds from the sale or lease of property in the Airport Industrial Park or other airport property, after all costs to build out all phases of the park have been recovered, shall go to the support of the Santa Fe regional airport.

(7) Other. Agreements for the sale or lease of city property which may be subject to other restrictions as to revenue designations or uses are not subject to the provisions of this section. Any such agreement must cite this subsection of this section in the agreement in order to qualify for this exemption.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 10638.0

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X **Resolution:** _____

Short Title(s): Amending Section 11-14.5 of SFCC 1987 to Extend the Sunset Period

Sponsor(s): Councilor Michael Garcia, Councilor Amanda Chavez, Councilor Pilar Faulkner

Reviewing Department(s): Office of Economic Development, Office of Affordable Housing

Staff Completing FIR: Johanna Nelson Date: 1/17/25 Phone: 505-699-7003

Reviewed by City Attorney: _____ Date: Feb 21, 2025

Reviewed by Finance Director: Emily K. Oster Date: Feb 21, 2025

Summary:

The proposed Bill would amend the Economic Development (ED) Fund ordinance, Section 11-14.5, SFCC 1987, to extend the sunset date from December 31, 2025, to December 31, 2030. In 2018, Ordinance No. 2018-4 amended Section 11-14.5 establishing a window of time during which fifty percent (50%) of the net proceeds of certain City-owned land sales are deposited into the Affordable Housing Trust Fund (AHTF), while the other fifty percent (50%) remains dedicated to the Economic Development fund. Proceeds generated from the following sales of City-owned land are restricted or exempted from deposit into the ED fund or AHTF: Railyard Property, Santa Fe Estates, Tierra Contenta, any existing agreements from 2000 and earlier, other Enterprise Funds, and the Airport Industrial Park.

Departments Affected:

The Community Development Department, which includes the Office of Affordable Housing and the Office of Economic Development, and the Finance Department.

Consequences of Not Enacting Legislation:

If this bill is not adopted, the City will not extend the sunset date currently set in code, and after December 31, 2025, one hundred percent (100%) of the proceeds from the sale of certain City-owned land would be deposited into the ED Fund.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

This bill extends the sunset date previously established in Ordinance No. 2018-4.

Performance and Administrative Implications:

If the bill is adopted, proceeds from non-exempt City-owned land sales would continue be deposited into the ED Fund and AHTF until December 31, 2030.

Fiscal Implications:

If the Bill is adopted, fifty percent (50%) of proceeds of non-exempt sales of City-owned land would continue to be directed into the AHTF and the ED Fund respectively, as is currently described in Section 11-14.5.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:
The net impact on City expenditures would be zero. Fifty percent (50%) of the expenditures coming from certain land sales would be dedicated to use on AHTF purposes, instead of one hundred percent (100%) being dedicated to the ED Fund.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:
The net impact on City revenues is zero; the increase to the AHTF would be offset by a decrease to the ED Fund.

Signature:

Email: jcnelson@santafenm.gov

City of Santa Fe, New Mexico
Memorandum

DATE: **February 7, 2025**

TO: **Alan Webber, Mayor**

FROM: **Zoë Isaacson, River Commission Staff Liaison** *ZRI*

This memorandum serves to inform you that the terms for four appointments to the Santa Fe River Commission have expired. After review, we respectfully recommend the reappointment of the following three commissioners: Jake Lyon, Heidi Klingel, and Anna Hansen.

Unfortunately, Pat Smyth has informed us of his decision to step down from the Commission, as he will be relocating out of state within the month to join his partner. This will leave one appointment open on the Commission.

We recommend the appointment of Karen Jackson, Geomorphologist and Water Quality Expert, Los Alamos National Laboratory, to fill the open position.

Should you require any further information or clarification, please do not hesitate to contact me.

Thank you and please do not hesitate to reach out should you have any questions or concerns.

Sincerely,

Zoë Isaacson

Zoë Isaacson
Santa Fe River Commission Staff Liaison
505.955.6853

Attachments:
Heidi Klingel Resume
Jake Lyon Resume
Anna Hansen Resume
Karen Jackson, Cover Letter and Resume

Heidi M. Klingel
Hydrologist/Geologist/Fluvial Geomorphologist

[redacted]
Santa Fe, NM

Education

2014

M.S. in Geoscience, Fluvial Geomorphology

- Colorado State University, Fort Collins
    - Advisor: Dr. Ellen Wohl
    - Thesis: Developing a Physical Effectiveness Monitoring Protocol for Aquatic Organism Passage Restoration at Road-Stream Crossings. Field work included site elevation surveys (total station),sediment transport studies, and flood analysis

2004

B.S. in Earth Science, Environmental Geology (Water)

- University of California, Santa Cruz

Professional Experience

August 2019 to Present

City of Santa Fe River Commissioner, Chair

City of Santa Fe

Not paid; 8 hours/month

Duties:

- Advise the Mayor and City Counselors on matters pertaining to the management of the Santa Fe River watershed and the Santa Fe River; issues include stream restoration, administration of the instream environmental flow within the Santa Fe River, stormwater management, and rainwater harvesting.
- Annually quantify and prescribe the timing of the instream "Living River" hydrograph; a dam release environmental flow from the City's reservoirs.
- Create public outreach materials
    - Created a GIS based "Story Map" about stormwater in the Santa Fe River; it is hosted on the City of Santa Fe Webpage (2022).
    - Organized and gave talk on environmental flows in the Santa Fe River at a community lecture series; August 2023.
    - Creating an interactive map which displays the longitudinal wetted extent within the river during prescribed peak floods (2024).
    - Participation in the "Love Your Watershed Day" event (table with a poster on the Santa Fe River Environmental Flow; explain water rights and instream flow to public; May 2023 and upcoming in May 2024).

November 2021 to Present

Hydrologic Technician (1316; GS-11)

The National Stream and Aquatic Ecology Center (USFS, WO)

$85,535/year; 40 hours/week

Physical Hydrology and Watershed Measurements

- Quantify stream discharge, stream stage and sediment composition at diverse field sites; teach techniques to field personnel; write standard operating procedure documents. Example efforts include work for instream flow projects in the Verde River basin, AZ and the Snake River Headwaters, WY.
- Help to develop field study techniques by applying standard physical hydrology and watershed measurements to aquatic habitat and lifecycle requirements. Example project- determining a minimum fish passage and habitat connectivity discharge for the Yellowstone Cutthroat Trout environmental flow in WY; Presented the study results to USFS, NPS, and DOJ staff.
- Develop stream-discharge rating curves within Aquarius software; responsible for all aspects of data entry and error correction within Aquarius for various time series. Derive time series from several time-series (e.g., fish jump height over a waterfall step). Example project: a fish barrier analysis and design project on the Wild and Scenic Poudre River, CO. Train others on using Aquarius software.
- Lead topographic surveys in remote field areas; apply knowledge of survey techniques and equipment most appropriate for the survey area. Combine total station and GNSS survey data. Geographically correct the data using survey software. Teach survey techniques to field crews (e.g., led eight techs in a coordinated GNSS survey at the Hoback River, WY).
- Routinely plan, manage and lead field data collection efforts; including field readying survey equipment, gathering field tools, organizing camping equipment, meal planning, map making, transportation planning, crew organizing. These tasks are made more complicated in wilderness settings and for large groups.

Hydraulic Modeling

- Create hydraulic models (1-D and 2-D) in support of environmental flows (e.g., 15 1-D models created for the Verde River basin federal reserved water rights filings in AZ), stream restoration projects, and post-wildfire flood hazard assessment (e.g., 2-D models at campgrounds within the Hermits Peak-Calf Canyon Wildfire footprint, NM). The models result in floodplain delineation and rating curves from which ecological relationships to flooding and desiccation can be analyzed, as well as areas prone to flood hazard.

GIS, Remote Sensing, and Statistical Analyses

- Perform geospatial analyses utilizing the following software: Google Earth Engine (using JavaScript code), ArcGIS-Pro, ArcGIS Online (AGOL), RAS-Mapper, Trimble Business Center, and Trimble Access. Geospatial analyses include both raster and vector data, as well as field data collection (GNSS and total station topographic surveying). Examples include creating field maps, creating figures for posters and technical papers, as well as calculating watershed characteristics (slope, aspect, max. and min. elevations, etc.) over very large datasets.
- Support the development of an on-line flood prediction tool (Flood Prediction Portal) through geospatial analysis, running trend and spatial statistics, tool testing, and bug assimilation.
- Perform statistical analyses for hydrologic studies (e.g., flood frequency analyses, flow duration curves). Analyses have included multi-variate and spatial statistics (e.g., for trends in flood magnitude). Proficient in R coding and R Studio statistical software.

Scientific Writing, Editing, and Information Synthesis

- Collaborate with university partners to advance scientific understanding of various fields in biology as they relate to instream flows; publish findings in scientific journals (e.g., Bateman et al., 2024 in *Ecology*).
- Write technical reports (e.g., E.V. Long post- wildfire campground flood hazard analysis, Santa Fe National Forest)
- Review and edit technical documents (e.g., Encyclopedia of Inland Waters, 2nd edition, LeRoy Poff: Chapter 177 “Riparian Zones”, by David M. Merritt; also the USFS Verde River basin instream flow federal reserved water rights

applications).
- Collaborate on expert witness testimony technical reports (e.g., Verde River basin federal instream flow reserved water rights filings, hydraulic models expert report).
- Research and write a "primer" for instream flows on USFS lands; this entails researching and synthesizing information on state instream flow programs throughout the U.S. (in progress).

Project Management
- Manage the USFS instream flow program's field data and project files; work with Forest unit personnel to track data collection, equipment, and data uploads.
- Manage and maintain sophisticated and expensive field equipment.

Span of Influence and Other
- Assist with the development of the "Riverine Environmental Flow Decision Support System"; an online tool for assessing impacts to aquatic ecosystems by alteration in flow regime; provide consultation, hydraulic models and bug testing to the development team (USFS WO staff, USGS staff, Colorado State University Staff).
- Assist WO staff with stream restoration and aquatic organism passage site assessment, design and implementation on National Forest system lands throughout the US and Puerto Rico.
- Assist WO staff with teaching stream restoration techniques (e.g., stream simulation design for aquatic organism passage) to US Forest Service units and partners.

April 2023 to August 2023

Hydrologist (1315; GS-12); Riparian Ecologist (Detail)
The National Stream and Aquatic Ecology Center (USFS, WO)

$83,634/year; 40 hours/week

Monitoring
- Analyzed riparian community data collected at a stream restoration site on the Routt National Forest (CO); data were collected before and after treatment, as well as within a treatment area and a control area (BACI design); used multiple statistical techniques to demonstrate restoration effects. Wrote a technical report for WO, Forest staff and partners (Trout Unlimited).

April 2019 to September 2019

Geologist/Hydrologist (1350; GS-12); Watershed Program Manager (Detail)
Santa Fe National Forest (USFS, R3)

$74,937/year; 40 hours/week

Water Rights
- Organized and digitized the Forest's water rights documents; added records and supporting documentation to the USFS water rights database
- Secured a state water right at an existing abandoned well in the name of the USFS.

Wild and Scenic Rivers Planning
- Reported on the water quality and hydrology of the designated Wild and Scenic River segment of the Chama River (Comprehensive River Management Plan, hydrology section).

Aquatic Restoration
- Planned a road decommissioning project (included field reconnaissance, sediment modeling, GIS and NEPA analysis).

- Developed a watershed restoration conceptual model, a method for identifying and prioritizing watershed restoration work on the Forest.

Monitoring
- Assisted the City of Santa Fe water managers with improving the existing stream gage design above the city reservoir
- Field reviewed the Conejos managed wildfire for achieving resource objectives

NEPA
- Participated on multiple interdisciplinary teams to plan landscape restoration projects (forest thinning and prescribed burning).
- Reviewed projects for compliance with law, regulation, and policy (e.g., Clean Water Act; Best Management Practices).

Program Management and Other
- Helped develop the FY20 watershed program of work.
- Represented the Agency at several public meetings related to revising the Forest Plan as well as landscape restoration projects
- Advised Forest leadership and staff on implementing mitigation measures to protect water quality during project implementation
- Served as a hydrologist on a Burned Area Emergency Response (BAER) team; modeled expected erosion and flood volumes; assessed hazards to human life and resources; prescribed treatments
- Advised a district ranger on best next steps (e.g., legal, administrative, best practices) for preventing further resource damage at the village of Cuba groundwater wells
- Advised mining company (special uses applicant) on best practices for avoiding water quality contamination during drilling operations during exploration activities

November 2015-November 2021

Geologist/Hydrologist (1350; GS-11)
Enterprise Program (USFS, WO)

$73,000/year; 40 hours/week

Project Management
- Routinely developed both short- and long-term plans for individual projects as well as those for balancing an annual program of work; project management.
- Routinely allocated funding within partner agreements to specific deliverables.
- Routinely developed project budgets; routinely worked with clients to estimate project costs
- Routinely developed and managed my annual program of work and funding (budget)
- Routinely juggled as many as ten projects for which I was the responsible hydrologist/watershed specialist

Wild and Scenic Rivers Planning
- Helped organize an interdisciplinary Wild and Scenic River training and assessment workshop (free flow and water quality components), De Soto National Forest.
- Analyzed and authored free flow and water quality portions of the forthcoming Comprehensive River Management Plan for the Black Creek Wild and Scenic River, De Soto National Forest and the Chama River, Santa Fe National Forest.
- Analyzed and wrote portions of the River Values report and forthcoming Comprehensive River Management Plan for nine sections of designated Wild and Scenic River, Mt. Hood National Forest.

Aquatic Restoration

- Performed Hydraulic Modelling (1-D and 2-D HEC-RAS, for numerous Aquatic Organism Passage Projects, bridge design, large wood augmentation, and channel restoration, on multiple Forests around the country.
- Assisted with large wood stream restoration design, layout, and implementation for multiple projects and Forests around the Pacific Northwest and Alaska. Worked with heavy equipment operators during implementation and monitored turbidity.
- Assisted with BAER implementation of road-stream crossings and drainage; August Complex, Six Rivers National Forest.
- Performed a field assessment (GPS elevation survey, pebble counts, field notes) which led to a design concept for a road-stream crossing at which ESA listed fish need passage, in addition to meadow and 1000 ft. of channel restoration, Gila National Forest.
- Planned field assessments and led a four person crew during a four-week field campaign; performed the Geomorphic Roads Analysis and Inventory Package (GRAIP) for road related sediment sources on the Shasta-Trinity National Forest. Remote location and extended field time added to project complexity.
- Authored nine (draft) watershed restoration action plans (WRAPs); Medicine Bow-Routt-Thunder Basin NationalForests/Grassland.
- Natural Resource Manager (NRM) Watershed Improvement Tracking database; data entry, quality control, reporting, and mapping (2016, 2017) for the Southwest Jemez Collaborative Forest Restoration (SWJM) Project; Santa Fe National Forest
- Designed, planned, and implemented road decommissioning within the SWJM Project; Santa Fe National Forest.

Monitoring

- Designed, planned, researched, and implemented a soils moisture monitoring protocol (technical guide) for vegetation management operations within Jemez Mountain Salamander habitat, Santa Fe National Forest.
- Designed, planned, researched, and implemented long-term effectiveness monitoring of beaver dam analog stream restoration structures (monumented cross sections and longitudinal stream profiles with total station surveys); performed before and after surveys; presented results to permitting agencies (US Army Corps); Santa Fe National Forest.
- Designed, planned, researched, and implemented a soils compaction protocol (technical guide) for BMP effectiveness monitoring (post vegetation management) within Jemez mountain Salamander habitat, Santa Fe National Forest.
- Designed, planned, and conducted Proper Functioning Condition existing condition surveys within a wilderness range allotment in preparation for upcoming NEPA (hydrology report); Santa Fe National Forest.
- Designed, planned, researched, and implemented habitat condition monitoring for the New Mexico Meadow Jumping Mouse conservation strategy (hydrology report); Santa Fe National Forest.
- Designed, planned, and implemented an OHV trails analysis which resulted in recommendations for a final trails network, as well as monitoring protocol for watershed impacts; Angeles National Forest.
- Conducted stream condition monitoring (MIM protocol); Grand River National Grassland.
- Routinely prescribe Best Management Practices (BMPs) and project design features to minimize potential adverse impacts to water resources, as well as monitor their effectiveness post project.
- Planned, inventoried and reported on the condition of groundwater dependent ecosystems (GDEs) (including recommendations for rehabilitation) across three ranger districts of the Santa Fe National Forest. Trained, managed and led two field crews through two, two week field campaigns.

NEPA

- Led an interdisciplinary NEPA team for several of the Sims Fire Restoration projects (CEs/DMs), Shasta Trinity and Six Rivers National Forests. Provided response to comments and objections.
- Provided input, review and technical edits to the Forest plan revision watershed plan components; Santa Fe National Forest.
- Authored the watershed resources analysis for the Santa Fe National Forest Land and Resources Management

Plan EIS (Forest Plan Revision). Provided response to comments and objections.
- Authored watershed resources specialist reports for multiple large landscape restoration projects, responded to comments and objections; Santa Fe National Forest.
- Analyzed environmental effects of vegetation management at a silvicultural certification defense stand (hydrology report); Santa Fe National Forest.
- Analyzed environmental effects of mining at 10 mineral claims (hydrology report, EA); provided response to comments and objections; Okanagan-Wenatchee National Forest
- Analyzed environmental effects of minerals withdrawal (hydrology report, EA); provided response to comments and objections; Rogue River-Siskiyou National Forest.
- Analyzed environmental effects of range management (hydrology reports; 2 EAs, 1 CE) within New Mexico Meadow Jumping Mouse habitat; Santa Fe National Forest. Provided response to comments and objections.
- Reviewed and provided technical edits to the water resources report and EIS for a hydro-geothermal Forest plan amendment; Santa Fe National Forest. Provided response to comments and objections.
- Analyzed environmental effects of a Land Exchange (hydrology report; CE), Santa Fe National Forest.
- Analyzed environmental effects of a prescription burn project (hydrology report, CE); Santa Fe National Forest. Provided response to comments and objections.
- Analyzed the environmental effects (hydrology report, EA) of a Coho salmon habitat enhancement project; Klamath National Forest. Provided response to comments and objections.
- Analyzed the environmental effects (hydrology reports; 2 EAs) of two fuels reduction/prescriptive burn projects; Inyo National Forest. Provided response to comments and objections.

Permitting
- Researched, analyzed, and obtained a Conditional Letter of Map Revision from FEMA for a river restoration project, Mt. Hood National Forest. This involves HEC-RAS hydraulic modelling, GIS analysis, and cartography.
- Researched, wrote, applied for, and obtained a California Water Board timber waiver; Shasta-Trinity and Six Rivers National Forests
- Researched, wrote, applied for, and obtained a US Army Corps 404 permit and 401 water quality certification for a meadow restoration project; Eldorado National Forest

Other
- Presented to the Mexican Forestry Commission Office of Watershed Reforestation and Restoration (CONAFOR) on the USFS Watershed Condition Framework (webinar). USFS International Programs assignment.
- Regularly created AGOL map content for use with Avenza, ArcGIS collector, and for communicating information with Forest units and partners.

October 2013-November 2015

Geologist/Hydrologist (1350, GS-9)
Enterprise Program (USFS, WO)

$50,000/year; 40 hours/week

Monitoring
- Researched, developed and planned a groundwater (water table elevation and water quality) geodatabase (Arc-GIS and MS Access) as well as the associated technical guide. The database was to become an online tool for use by public and private entities, to share and better manage groundwater data; Caribou-Targhee National Forest.
- Planned, researched, and designed a watershed monitoring study for a sustainable supply of clean water to several Andean villages, USFS International Programs/USAID; Loja, Ecuador (2014).

NEPA

- Conducted slope stability analysis for a vegetation management project (EA, geology specialist report); Shasta-Trinity National Forest. Provided response to comments and objections.
- Conducted comment analysis for a Rim Fire salvage project; Stanislaus National Forest.
- Analyzed environmental effects of range management on the Los Padres, National Forest. Provided response to comments and objections.

Other

- Provided GIS support to the Sims Fire Restoration Projects (CEs); Shasta-Trinity and Six Rivers National Forests.
- Mapped (GIS) the 7th field hydrologic unit code watersheds for the entire Los Padres National Forest.

May 2011-October 2013

Graduate Research Assistant
USFS Rocky Mountain Research Station (RMRS) and Colorado State University

$24,000/year; 40+ hours/week

Research

- Worked with RMRS scientists (now the National Stream and Aquatic Ecology Center) and others to help develop and test a physical effectiveness monitoring protocol for aquatic organism passage (AOP) restoration projects. Tested the protocol across the US at eighteen AOP sites on six National Forests. Reported the results as a master's thesis. RMRS worked towards finalizing the protocol (technical guide) for agency wide distribution.

May 2011-July 2011

Geologist (1350, GS-11)
Enterprise Program (Detail) (USFS, WO)

$60,000/year; 40 hours/week

Aquatic Restoration

- Synthesized and analyzed road inventory data for road decommissioning planning, Eldorado, and Shasta Trinity National Forests.

Other

- Digitized and edited (using GIS) geologic maps for the northern province Forests of Region 5 (California)

March 2009-May 2011

Geologist (1350, GS-9)
Six Rivers National Forest (USFS, R5)

$48,000/year; 40 hours/week

Monitoring

- Conducted snorkel and wading salmonid population surveys in rivers and streams
- Conducted fluvial geomorphic monitoring studies including repeat cross-sections, stream channel inventory (SCI protocol), and longitudinal profiles
- Conducted a multi-year macroinvertebrate study (long term effectiveness monitoring) at decommissioned road-stream crossings (BACI design).
- Conducted reconnaissance surveys for road storm damage emergency relief funding (ERFO) from the Federal Highway Administration.

- Monitored impacts by long term grazing on streams and riparian areas within wilderness range allotments.
- Field evaluated the effectiveness of best management practices; participated in database entry.

Aquatic Restoration

- Researched and wrote the geology portion of the Bluff Creek Watershed Analysis
- Planned and implemented road decommissioning and storm proofing surveys; prioritized watersheds for restoration based on collected road data

NEPA

- Analyzed environmental effects for three vegetation management projects (geology specialist reports, EAs). Provided response to comments and objections.
- Analyzed environmental effects for the travel management project (geology specialist report, EIS). Provided response to comments and objections.

Other

- Managed several road condition and inventory (external) agreements
- Researched and developed an inventory project (using contractors) for naturally occurring asbestos within road aggregate. Coordinated with the Regional office.
- Designed and authored a protocol (technical guide) for field designating Riparian Reserves under the Northwest Forest Plan.

March 2007-March 2009

Geologist Career Intern (1350, GS-7/9)
Six Rivers National Forest (USFS, R5)

$42,000/year; 40 hours/week

Monitoring

- Interpreted and mapped (via photogrammetry) chronological sets of aerial photos (1940 through 2003) to identify, track, and assess causation and volume of sediment delivered to streams by landslides. Data were digitized for use as a Geographic Information System (GIS) geodatabase.

Other

- Developed the geology program objectives and goals (e.g., Special Interest Area interpretive tools, LiDAR acquisition, landslide mapping by watershed)

January 2005-January 2007

AmeriCorps Intern: Watershed Stewards Project
Hosted by the Watershed Program, Six Rivers National Forest (Eureka, CA)

$12,000/year; 40 hours/week

Monitoring

- Salmonid population snorkel surveys
- Spawner surveys
- Surveyed widespread damage to the USFS road system by several large winter storm events (2006). Measured resulting landslide and debris flow volumes. Assimilated and reported the data by creating and querying a Microsoft Access database.

Aquatic Restoration

- Authored and designed a watershed restoration brochure highlighting success stories across the Forest Service Pacific Southwest Region.

Other

- Taught watershed education to grades K, 3, 5, 7, and 8.

March 2006

Humboldt Baykeeper (a Waterkeeper non-profit) Eureka, CA

Volunteer

- Planned and facilitated storm water quality sampling by community volunteers; organized a large volunteer event

January -May 2004

Research Assistant (Fisher Hydrogeology Lab)
University of California, Santa Cruz, CA

Volunteer

- Operated a soils laboratory in which I used a pycnometer to measure soil porosity for a sea floor sampling project near Costa Rica.

April 2004

Coastal Watershed Council, Santa Cruz California

Volunteer

- Participated in “Snapshot Day” during which I conducted storm water quality monitoring at several coastal streams.

Relevant Training

On the Job

- Large Wood Stream Restoration Workshop (presented by the National Stream and Aquatic Ecology Center, Chattanooga, TN), 2024.
- Expert Witness Training (presented by the USFS Instream Flow program, the DOJ, and the OGC; Flagstaff, AZ), 2023
- Floodplain Delineation using 2D HEC RAS (5 day short-course, from Urban Watershed Research Institute), 2019
- BAER team hydrologist, Naranjo Fire, Santa Fe NF, 2019
- **Instream/environmental flows analysis course (2018), presented by the USFS RMRS**
- Leadership Training for Public Servants (2017-2018), presented by a private contractor
- Proper Functioning Condition Monitoring (2017), presented by the NRCS
- Contracting Officers Representative (level 1)
- USFS Soils Disturbance Monitoring Protocol (2016)
- Stream Simulation design coarse (2012), presented by the USFS Stream Team
- "Groundwater Resource Management" course (2010), presented by the USFS Geology and Minerals Training Organization.
- California Best Management Practices (2010), presented by the CA Water Quality Control Board.
- LiDAR and Fusion software training series offered by the USDA Remote Sensing Applications Center.
- READ on the Hell's Half Acre Fire, Six Rivers NF, 2008
- Wildland Firefighter Red Card (Firefighter 2, Burned Area Emergency Response, Resource Advisor), 2008, 2009, 2010, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021
- Wildland Firefighter Basic Training, 2008

Course Work

- Stream Biology and Ecology
- Scientific Basis for Freshwater Sustainability (Seminar on Environmental Flows)
- Environmental River Mechanics
- Stream Rehabilitation Design
- Geology of the Rocky Mountain Region
- Quantitative Spatial Analysis (Statistics)
- Design and Data Analysis for Researchers (Statistics)
- Hillslope Processes and Lab
- Fluvial Processes and Lab
- Geomorphology and Lab
- Field Geology and Lab
- Coastal Geology and Lab
- Groundwater and Lab
- Glaciology
- A 7-week geology, glaciology and ecology field study in the Wrangell Mountains, Alaska.
- Evolution of the Earth and Lab
- Earth as a Chemical System
- Mineralogy Lab
- GIS for Environmental Applications and Lab
- Remote Sensing/GIS for the Earth Sciences
- Physics Series and Labs
- Inorganic Chemistry series and Labs
- Calculus series for Science, Engineering and Math majors
- Biology Series

- General Ecology
- Freshwater Policy
- Aquatic Toxicology
- Political Economy and the Environment
- Composition and Rhetoric (with an emphasis on nature writing)

Computer Skills

- ESRI Geographic Information Systems (GIS); ArcPro
- Google Earth Engine (using JavaScript code)
- R statistical analysis software and coding
- HEC-RAS (1-D and 2-D)
- Trimble business center, Trimble access
- Microsoft Access database design
- Microsoft Office software suite

Other

- Proficient in Spanish (exchange student to Bolivia, 1998); many years of Spanish language classes at the highschool and college levels; extensive travel in Latin America and beyond
- Competent boater
- Strong swimmer
- PADI certified open water diver (~40 dives)
- American Sailing Association certifications for keelboat sailing (captain's license)
- Extensive backcountry experience (hiking, skiing, boating)
- Wilderness First Aid
- CPR
- Defensive Driving

Publications

- Bateman, H.L., Huck, M.A., Klingel, H. and Merritt, D.M., 2024. Cue the chorus: Canyon treefrog calling phenology on the falling limb of spring floods and warming nights. Ecology, p.e4287.
- Klingel, H.M., 2014. Developing a physical effectiveness monitoring protocol for aquatic organism passage restoration at road-stream crossings. Master's Thesis. Colorado State University.

References

Supervisor

Current:

Dr. Dave Levinson- *Please contact*
National Stream and Aquatic Ecology Center Director
[redacted]

Colleagues

Dr. Dan Cenderelli- *Please contact*
Fluvial Geomorphologist/Hydrologist
National Stream and Aquatic Ecology Center
[redacted]

Matt Fairchild- *Please contact*
Fisheries Biologist
National Stream and Aquatic Ecology Center
[redacted]

Dr. Dave Merritt- *Please contact*
Riparian Plant Ecologist
National Stream and Aquatic Ecology Center
[redacted]

Graduate Advisor

Dr. Ellen Wohl- *Please contact*
Fluvial Geomorphologist
Professor, Colorado State University Geosciences Department
[redacted]

Santa Fe River Commission, City Staff Liaison

Zoe Isaacson- *Please contact*
River and Watershed Manager
City of Santa Fe Public Works Department
[redacted]
zrisaacson@santafenm.gov

JACOB LYON
[redacted] Santa Fe, NM [redacted]
[redacted] · [redacted]

Dear Zoe Isaacson,

I'm a native New Mexican with a diverse body of professional and volunteer experience centered around water and environmental management, both locally and across the country. I've designed remediation systems to clean up petroleum and PFAS impacted groundwater in a Boston suburb; I've modeled contaminant distribution in the Willamette River in Oregon to determine the responsible parties in a Superfund settlement; and I've advocated for Federal funds to be used for progressive water projects that benefit New Mexico taxpayers and keep our river systems free of unnecessary damming. Since I was a teenager, I've been enchanted with the precious rivers of my beloved State, and concerned about how we can secure a sustainable and equitable future with productive water resources, while allowing our rivers to flow to create healthy riparian ecological communities?

In high school, I volunteered for the Santa Fe Watershed Association, cleaning our arroyos and mapping the health of the town's watershed. I also spent my summers getting to know and falling in love with the rivers of Northern New Mexico—the Rio Grande, the Chama, Embudo Creek—as a raft guide for Kokopelli River Adventures. At Dartmouth College, I quickly found a home in the Earth Science Department and took every class I could related to water resource management and hydrological systems. During this time, I learned about the complicated history and circumstances that have surrounded the development of our largest Western cities and the costs, both financial and environmental, of securing this water for their growth. Armed with knowledge and passion, during my junior year, I spent a semester back in New Mexico supporting the effort to stop the proposed Gila River diversion associated with New Mexico's allotment of Central Arizona Project funds. My work advocated for the funds to be used for water conservation projects that would benefit the citizens of southern New Mexico.

After graduation from college, I worked as a project manager and geologist for an environmental consulting firm in Boston helping some of the nation's largest industrial and petroleum companies manage their environmental liabilities. From coordinating the one-million dollar remediation of petroleum spill to working with developers to convert an abandoned PCB and heavy metal laden property to mix-used development in downtown Boston, I collaborated with community leaders, state regulators, and a slew of technical experts to reach solutions that benefited all engaged parties. I learned the fine skill of synthesizing technical data into understandable conclusions that stayed true to objectivity.

In July of this year, I left Boston to move back to Santa Fe, a place my heart never left. A goal I set when I knew I was moving back to New Mexico was to harness my passion for water resource management and involve myself in creating solutions for New Mexico in the face of climate change. Innovative and smart management of our rivers and watershed are integral to shaping a long-lasting future for Santa Fe and its citizens. With my well-traveled experience, I think I would be a perfect asset for the Santa Fe River Commission, and I would be honored to serve the position.

I appreciate your consideration,

Jacob Lyon

JACOB LYON

[redacted], Santa Fe, NM [redacted]

I am a native New Mexican, a geologist and project manager, who dreams of finding unconventional solutions to the American West's looming water crisis to secure a future for the communities of this exceptional region.

EXPERIENCE

JULY 2017 – MAY 2021

PROJECT MANAGER / GEOLOGIST, ROUX ASSOCIATES, BOSTON MA

Project manager and technical geologist for multiple environmental remediation projects

- Managed multiple remediation and compliance projects with budgets of $30K - $1M.
- Collaborated with state regulators, clients, and scientific specialists to implement a cutting-edge remedial program that will save the client millions of dollars and lead to the redevelopment of a defunct manufacturing facilities.
- Managed the design and implementation of storm water pollution prevention plans for industrial manufacturing facilities and construction projects.
- Became a technical expert on a variety of emerging remediation technologies.
- Supported the allocation process to remediate contamination in the Willamette River in Portland, Oregon as part of the Portland Harbor Superfund Site.
- Served as a technical consultant to evaluate the human health affects of a 160-square mile PFAS plume affecting the greater Minneapolis Area.
- Responded rapidly to client needs under short deadlines to facilitate the clean-up of a high-profile real estate development in downtown Boston.

DEC 2015 – FEBRUARY 2016

LEGAL FIGHT AGAINST THE GILA RIVER DAM PROJECT, INDEPENDENT

Researched and calculated the water use on the Gila River pursuant to decreed water rights to determine the need for the proposed NMCAP Entity diversion project. Produced a report highlighting findings used to inform the Environmental Impact Statement submitted to the EPA.

EDUCATION

GRADUATED 2017

BACHELOR OF ARTS – MAJOR IN EARTH SCIENCES, DARTMOUTH COLLEGE

GPA: 3.73/4.0; Top 10% of students in Earth Sciences Department; Top 15% of class of 2017
Relevant Course Work: Water Resource Management, Advanced Hydrology, Energy-Water Systems

GRADUATED 2013

SANTA FE PREPARATORY SCHOOL, SANTA FE, NM

Salutatorian; Graduated Cum Laude

AUGUST 2011 – DECEMBER 2011

MOUNTAIN SCHOOL OF MILTON ACADEMY, VERSHIRE, VT

MORE ABOUT ME

Whitewater raft guide for 3 years in New Mexico; enjoy spending weekends skiing, whitewater kayaking, hiking, mountain biking or rock climbing; amateur cheese maker; a book that shaped me: Encounters with the Arch Druid by John McPhee.

Karen Jackson
[redacted]
[redacted]
Santa Fe, New Mexico

February 3, 2025

Dear Santa Fe River Commission Board and Mayor Webber,

As a professional geologist, I've been passionate about the natural world, science, and the environment throughout my personal and professional life. The majority of that passion has been devoted to rivers. As an undergraduate, my summers were spent SCUBA diving in the St. Croix River (MN/WI) researching endangered mussels. As a graduate, I studied the importance of instream wood in mountain rivers to earn a Master's in fluvial geomorphology. As a professional, I became a state regulator writing National Pollutant Discharge Elimination System (NPDES) permits in Idaho to protect rivers from degradation. My experience with rivers allows me to see and appreciate the bones of a river (bedrock geology, slope, valley confinement), its life-blood (water, flow regimes, nutrients), and eventual progeny (fish, invertebrates, vegetation, etc.). I would be honored to bring this passion and experience to the Santa Fe River Commission.

Until I was 8 years old, I lived in Santa Fe. Throughout that time I had access to the outdoors, and could explore freely (see photo below). However, after 8, my family moved frequently, and ultimately ended up in Shanghai, China - a city without natural spaces, blue sky, or wildlife. I remember needing a day-time and night-time inhaler just to breathe. The dichotomy of those experiences have inspired me to devote my life to environmental causes. After decades away, I have moved back to New Mexico, the only place that has ever felt like home, to devote my efforts here.



(Little Karen doing a pebble count on a Little Tesuque Creek riffle, ~1992)

In my professional career, it has been demoralizing to see environmental protections threatened and rolled back. While I cannot fix it all, doing nothing is not an option. I would like to start by doing something in my own backyard, on the Santa Fe River. I believe my passion for rivers and experience would be a great asset to the Commission, and would look forward to a chance to serve a key element of our community.

Thank you for your consideration,

Karen

Karen J. Jackson, PG

[redacted], Santa Fe, NM, 87507 [redacted]

WORK EXPERIENCE

Los Alamos National Laboratory, Environmental Professional

Location: Los Alamos, New Mexico

Duration: September 2022 - Present

- Current subject matter experts for the Los Alamos National Laboratory groundwater discharge permit (DP-857) issued by New Mexico Environment Department. Current duties involve water quality compliance from the Laboratory sanitary wastewater facility.
- Assist with surface water issues related to the Laboratory wastewater National Pollution Discharge Elimination System Program (NPDES) permit.

Idaho National Pollution Discharge Elimination System Permit Writer, Idaho Department of Environmental Quality

Location: Boise, Idaho

Duration: October 2017 - August 2021

- Wrote wastewater permits for the Idaho Pollution Discharge Elimination System Program (IPDES) for municipalities and industries within Idaho.
- Typical permit writer duties included: visiting a discharger, meeting with operators and city officials, performing reasonable potential analysis of discharge data, developing permit limits and conditions, preparing a permit for public comment, permit issuance, and addressing permit appeals.
- Additional permit writer duties included:
    - Assess submitted IPDES applications for completeness
    - Draft IPDES permits and fact sheets for facilities needing permit coverage
    - Generate responses to public comments on proposed permits
    - Coalesce and analyze stream flow data, model results (e.g., DFLOW, CORMIX), organize and lead public meetings to address public concerns regarding proposed permits.
    - Work with AG's office on permit appeals as they arise.
    - Answer permitting questions from regional offices and external stakeholders.

Staff Geologist/Associate Geologist - Condor Earth Technologies, Inc.

Location: Sonora & Stockton, California

Duration: June 2014 - September 2017

- Staff Geologist duties included: Conduct groundwater monitoring and sampling, log monitor well drilling, monitor well destruction, assist with report writing and data compilation, support with storm water compliance documents
- Typical Associate Geologist duties included:
    - Installing and destroying, writing work plans for installation and destruction of, logging, and sampling monitoring wells for UST and California WDR sites.
    - Conduct statistical investigations and draft reports for background groundwater quality reports for wastewater plants and industrial facilities.
    - Writing, editing, and implementing Storm Water Pollution Prevention Plans (SWPPPs) for the California Industrial General Permit (IGP) and Construction General Permit (CGP).
    - Evaluating industrial facilities after storm water results exceeded Numeric Action Levels (NALs), advising on additional Best Management Practices (BMPs), and writing compliance reports.
    - Some experience working for Small MS4 General Storm Water Permit compliance.
    - A Qualified Industrial SWPPP Practitioner (QISP-IGP) and Qualified SWPPP Developer (QSD-CGP) in California.
    - Organizing/managing storm water programs for industrial and city clients.
    - Conducting training sessions for the industrial and municipal sector regarding storm water compliance. Public outreach talks were also given each year.

Teaching Assistant – Colorado State University

Location: Fort Collins, Colorado

Duration: September 2012 - May 2013

- GEOL 150 – Physical Geology for Scientists and Engineers
  GEOL 121 – Introductory Geology Laboratory

Wyoming Department of Environmental Quality – Water Quality Intern

Location: Cheyenne, Wyoming

Duration: June 2011 - November 2011

- Conducted environmental site investigations using fluvial geomorphology modeling, chemistry sampling, and macroinvertebrate collections. Generated data analyses, and compiled watershed assessments. Knowledgeable in federal environmental compliance principles, and river equilibrium concepts.
- Field skills included surber and dip net biological sample collection, water chemistry collection, *E. coli* collection and analysis, embeddedness surveying, and bank geomorphology evaluations. Office responsibilities included geomorphology analysis using the RiverMorph®, data compilation and extraction, and creating maps using GIS/ArcMap

Teaching Assistant – Macalester College

Location: Saint Paul, Minnesota

Duration: January 2010 - May 2011

- GEOL 394 Surface and Groundwater Hydrology, GEOL 194 Geocinema, GEOL 150 Dynamic Earth/Global Change, & GEOL 155 History/Evolution of the Earth
- Duties included: Set up, assisted in, and graded labs. Organized, attended, and participated in field trips.

St. Croix River Long Term Monitoring Research Assistant

Location: Minnesota, Wisconsin

Duration: May 2009 - August 2010

- Sampled native and endangered mussel communities along the St. Croix River, MN/WI. Team used SCUBA off a pontoon boat to gather community health information (water quality, water chemistry, and suspended sediment data). Individual research focused on the impact of the St. Croix Falls Dam on mussel communities above and below the dam.
- Additional field skills: sieving and weighing bed sediment, calculating water discharge. Lab analyses: calculating bed sediment grain size distributions, suspended sediment concentrations, and total organic content of water.
- Promoted to lab manager. Duties: maintenance, supply, transportation of field equipment, instructing new assistants in lab SOPs, help them complete individual projects (analyze data, edit abstracts and posters, etc.).
- Co-authored successful grant proposal for summer funding for independent project

Macalester College Geology Department Lab Assistant

Location: Saint Paul, Minnesota

Duration: Sept 2008 - Sept 2009

- Managed Macalester College Keck Lab and equipment
- Assisted Macalester College professors with suspended sediment research
- Maintained liquid nitrogen levels in scanning electron microscope (SEM)

EDUCATION

Macalester College
Bachelor of Arts Degree – *magna cum laude*

Location: Saint Paul, Minenesota
Duration: September 2007 – May 2011

- Major: Geology; Cumulative GPA: 3.85/4.00
    - Relevant Courses: Geomorphology, Surface and Groundwater Geology, Petrology and Geochemistry, Sedimentology/Stratigraphy, Soils & Landscapes, Mineralogy, Structural Geology, Paleobiology, Introduction to Statistical Modeling, Applied Calculus, Principles of Physics I, General Chemistry I & II, History/Evolution of the Earth, Dynamic Earth/Global Change, Geological Excursions

Study Abroad
Semester with SEA: Sea Education Association; Oceans & Climate (www.sea.edu)

- Relevant Courses: Oceanography, Research in Oceans, Climate & Oceanographic Research Techniques
    - Sail handling and open ocean navigation was also part of the program

University of North Dakota

- Relevant Courses: Introduction to Geographic Information Systems, Digital Image Processing: A Remote Sensing Perspective

Colorado State University
Location: Fort Collins, Colorado
Duration: August 2012, April 2014

- Master's in Geoscience GPA: 4.00/4.00
    - Relevant Courses: Fluvial Geomorphology, Environmental River Mechanics, Statistics for Researchers, Applied Regression Analysis, Statistics of Environmental Monitoring, Stream Restoration Design, Research Methods in Surface Processes, Stream Ecology, Modeling Watershed Hydrology
- Advisor: Dr. Ellen Wohl

GRADUATE RESEARCH THESIS TOPIC

Although several studies document instream wood loads and geomorphic effects in subalpine forests of the southern Rocky Mountain region, little is known of instream wood loads in lower elevation, montane forests of the region. The study focused on comparing instream wood loads and associated stream geomorphology between montane forest stands of differing age and disturbance history: (i) old-growth forests versus younger, minimally impacted forests, and (ii) healthy forest stands versus stands with greater than 25% of trees infested by mountain pine beetles.

OTHER PROJECTS/RESEARCH

Bed Sediment Grain Size Distribution and Flow Dynamics of Indianhead Reservoir, St. Croix River, MN/WI

- Senior Honors Thesis 2010 - 2011: Created and conducted an individual research project on bed sediment grain size distribution and flow dynamics of the reservoir behind the St. Croix Falls Dam, MN/WI
- Took research to the American Geophysical Union 2010 Fall Meeting, Science Museum of Minnesota St. Croix Research Rendezvous, and guest speaker for the American Institute of Professional Geologists – MN Section

Upper St. Croix River Winged Mapleleaf Mussel Reintroduction Site Selection and Monitoring – Final Report 2009

- Co-authored final report for Army Corps of Engineers

Comparative Carbon Flux Between Upwelling Regions of the Equatorial Pacific

- Conducted an independent project aboard a sailing research vessel comparing carbon dioxide outgassing at the Equatorial Undercurrent to the Intertropical Convergence Zone using carbonate chemistry (Fall 2009)

PUBLICATIONS

- Jackson, K., Wohl, E. 2015. Instream wood loads in montane forest streams of the Colorado Front Range, USA. Geomorphology 234, 161-170.
- Manual of Standard Operating Procedures for Sample Collection and Analysis – Wyoming Dept. of Environmental Quality; Updated SOP manual 2011
- Jackson, K., MacGregor, K.R., Hornbach, D.J., Hove, M.C.. 2010. Bed Sediment Grain Size Distribution and Flow Dynamics of Indianhead Reservoir, St. Croix River. Abstracts of the St. Croix River Rendezvous, Oct 2010. Sponsored

by the St. Croix Watershed Research Station, Science Museum of MN. ;Senior Honors Thesis presented at AGU 2010 Fall Meeting, and as guest speaker for the American Institute of Professional Geologists

- Hove, M. C., Jackson, K.J., Hornbach, D.J. 2010. Upper St. Croix River winged mapleleaf reintroduction site selection and monitoring – 2009 final report. Final report to St. Croix National Scenic Riverway, St. Croix Falls, WI. 24 pp.
- Hove, M. et al. 2010. Converting hydropower dam operation to run-of-the-river –The effect on endangered mussels and their habitat. Annual report to the St. Croix National Scenic Riverway, St. Croix Falls, WI. 29 pp.

HONORS/AWARDS

Phi Beta Kappa - 2011
Hill Memorial Fellowship - 2013
Geological Society of America Research Grant - 2013
American Water Resources Association Richard A. Herbert Memorial Scholarship - 2013
Henry Lepp Award for Field Work - 2011
Outstanding Student Award – American Institute for Professional Geologists, MN Section - 2010
Student/Faculty Summer Research Collaboration Grant - 2010
Macalester College Student Travel Grant to attend the AGU Fall Meeting - 2010
National Science & Mathematics Access to Retain Talent Grant - 2009 to 2011
Sea Education Association Presidential Scholarship - 2009

City of Santa Fe, New Mexico
Memorandum

Date: **February 6, 2025**

To: **Alan M. Webber, City of Santa Fe Mayor**
Erika F. Quintana, Administrative Manager, City Clerk/Constituent Services

From: **Kelly Bynon, Administrative Manager**

RE: **Airport Advisory Board Appointments & Reappointments**

EXECUTIVE SUMMARY:

As outlined in Resolution 1988-8, The Airport Advisory Board (AAB) shall make reports and recommendations relating to the on-going operations of the airport to the governing body.

Per the resolution, the AAB shall have six citizens who have knowledge and interest in the city airport. The citizens shall be residents of the City of Santa Fe or County of Santa Fe who reside within 10 miles of the city limits. One citizen shall be from a residential vicinity of the airport. One citizen shall be a representative of the airport tenants.

Currently, the Airport Advisory Board has 4 members with terms expiring on 02/28/2025.

We are recommending the reappointment of three board members: Jyl Dehaven, Rosemary Thompson, and Len Rand, who have all expressed interest in remaining on the Airport Advisory Board for another term.

For the fourth seat, we are recommending appointing Lutz Arnold, who will take the seat of current board member Troy Padilla.

ATTACHMENTS:
Len Rand Resume
Rosemary Thompson Resume
Jyl Dehaven Resume
Lutz Arnold Resume

CV – Len Rand

[redacted]
Santa Fe, NM 87506

[redacted]

[redacted]

Experience

2013 – present – CEO xF Technologies, Inc. (Executive Chairman since 2015)

I assumed the leadership of a struggling xF Technologies (formerly Incitor) in 2013. In conjunction with a reconstituted team the Company has been transformed into a well performing developer of leading alternative fuels technologies. Key accomplishments include IP development (including issues and in-flight patents), a producing 25,000 gal/year pilot plant and developing relationships with many of the leading ethanol, oil and gas, and automotive OEMs.

2002 – 2012 – Managing Director, Granite Ventures, LLC

I was a Managing Director at Granite Ventures making investments in and participating in the governance of a variety of early stage technology firms in the western United States, primarily in the Bay Area of California. During that period I had a number of successful and profitable exits for the benefit of our Limited Partners.

1999 – 2002 - GM, Intel Corporation

After the acquisition of NetBoost by Intel I reported to Mark Christensen, VP and GM of Intel's Network Communications Group (NCG) and continued to run NetBoost for a period of time. After that I became GM – Strategic Marketing and Global Alliances for all of NCG. Following the merger of NCG and Intel's Communications Product Group into Intel Communications Group (ICG), under Executive VP Sean Maloney, I went on staff to Sean performing the same function for the combined group.

1997 – 1999 - CEO & Founder, NetBoost Corporation

NetBoost was a venture-backed company formed to develop Network Processor silicon and subsystems plus software development systems. It was founded by me and a group of senior people from Sun Microsystems, Xylan and others. It was funded by Crosspoint Ventures, H & Q Ventures (now Granite Ventures), Bay Partners, Charter Ventures and Intel Corp. NetBoost had grown to just under 100 people, was beginning to ship product and had contracts with major networking equipment vendors, including Ascend/Lucent and Cisco Systems, when it was acquired by Intel Corporation.

1996 – 1997 – CEO & Founder, Internet Middleware, Inc.

Founded in conjunction with Dr. Peter Danzig of USC, Internet Middleware (IMC) was the commercialization of Dr. Danzig's research in Internet proxy caching. IMC was shipping product and was exploring a first round of venture funding when it received bids for acquisition from Sun Microsystems, Cisco Systems and Network Appliances. It was acquired by Network Appliances in 1997.

1992 – 1993 –VP, Autodesk, Inc.

As VP – Design Automation, reporting to Carol Bartz, Autodesk's CEO, I was responsible for the bulk of Autodesk's revenue product, including AutoCAD. My team included multiple products in multiple physical locations and approximately 600 people. I was responsible for multiple acquisitions including Ithaca Software (HOOPS graphics software) and Microelectronic Engineering Systems (MCAD).

1991 – 1992 – CEO, The Whitewater Group

The Whitewater Group was one of the earliest of the Object Oriented Development software tools companies. It was funded by Kinship Ventures and Allstate Ventures and was located in Evanston, IL. The company was faltering and I was brought in by the investors to evaluate the company and then either restructure it or sell it. The decision was made to restructure, develop prototypes of more sustainable products and *then* sell it. It was acquired by Symantec Corporation in 1992.

1985 – 1991 – VP, Intergraph Corporation

Two years after the acquisition of the Rand Group I was promoted to VP – Architecture, Engineering and Construction products in Huntsville, AL. During the next three years I grew the division from just under $100 million in revenue to just under $300 million and a total of about 250 people. I then created a new division for the linkage and management of graphic data and database information, which generated $40 million in revenue in its first year of operation.

1980 – 1985 – CEO & Founder, The Rand Group, Inc.

The Rand Group was founded in 1980 to develop and market microcomputer based Finite Element Modeling and Analysis systems. It was initially based outside of Boston, MA and was later moved to Dallas, TX. The company was profitable from the beginning and received a round of venture funding from Interfirst Ventures in 1984 to fund an acceleration of growth. The company had a total of about 35 employees at the time of its acquisition by Intergraph in 1985.

1970 – 1980 – CEO & Founder, The Rand Group, Inc.

Various engineering positions

Education

- 1970 – BA – Building Sciences – Rensselaer Polytechnic Inst., Troy, NY
- 1971 – BS – Civil Engineering – Rensselaer Polytechnic Inst., Troy, NY
- 1971 – BArch – Architecture – Rensselaer Polytechnic Inst., Troy, NY
- 1976 – MS – Structural Engineering – Rensselaer Polytechnic Inst., Troy, NY

Community Service

- VP and Board Member – The Food Depot, Santa Fe, NM
- Board Member – Interfaith Shelter, Santa Fe, NM
- Board Chair & volunteer – Interfaith Community Shelter, Santa Fe, NM
- Santa Fe Airport Advisory Board

Miscellaneous

- Licensed Civil Engineer (P. E.)
- Airline Transport rated Pilot (ATP) with multiple type ratings
- Interests include flying, biking, hiking and cooking
- Foreign language – competent in German

Resume of
Rosemary Morris Thompson

[redacted]
Santa Fe, New Mexico 87501
Phone: [redacted]

EDUCATION

1980	Colorado Real Estate Institute Denver, Colorado Real Estate Law Real Estate Principles and Practices
License	Colorado Real Estate Salesman License Received December 1980
1979	New Mexico Real Estate Institute Albuquerque, New Mexico
License	New Mexico Real Estate Broker's License Received August 1979
Other	College of Santa Fe 1977-1979 Real Estate Law Real Estate Principles and Practices Real Estate Math Real Estate Finance Real Estate Appraisal Real Estate Sales Promotion
1975-1976	Nurse Aide Training Vo/Tec, Santa Fe, New Mexico
License	Nurse Aide Certificate 1976
Seminars	Creative Behavior Institute Santa Fe Board of Realtors Ethics Seminar ERA Management Seminar Classified Advertising Seminar Creative Financing Seminar Tax Free Exchange Seminar Seller's Security Seminar
Other	Presently enrolled in Northern New Mexico Community College Business Math

ROSEMARY L. THOMPSON, CEcD
[redacted], SANTA FE, NEW MEXICO 87507
[redacted]

EXPERIENCE

STATE LAND OFFICE
Staff Manager
Records Division

Santa Fe, New Mexico
2010-2011

- **Manage day-to-day functions and operations of the Records Division, with a Staff of ten (10).**
- **Planning, developing and implementing process and operation of title examination with all Staff.**
- **Maintain and update all Employee Evaluations and provide training as needed.**
- **Organize staff meetings and implement new activities on a daily basis.**
- **Oversee staff development and assign work as related to employee skills.**
- **Quality Control for all State Leases held in secure vault access.**
- **Maintain accountability for data entry of all new, terminated, expired and/or renewal of all State Leases.**
- **Quality Control for secure vault access and State Leases checked out to the Public and all Staff Members.**
- **Posting and/or Post Auditing for State Land Office Tract Books.**
- **Review, verification and approval of all Title Searches produced by Division Staff to insure accuracy.**
- **Oversee and Review Staff in Posting and Post Auditing of Leases, Land Exchanges, Land Sales, ownership, acreage and Beneficiary.**
- **Implemented new and creative workspace for enhanced Staff productivity and wellness development.**

SANTA FE WILD WEST, LLC – A REAL ESTATE COMPANY
Owner/Associate Broker

Santa Fe, New Mexico
2006-Present

- **See Below all Real Estate Aspects (licensed since 1979)**

STATE OF NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

TEAM LEADER
Business Development and Director of Business Retention and Expansion Program

Santa Fe, New Mexico
1996-2005

Senior Team Leader: Business Development Program and Director of Business Retention and Expansion Program. Manage all inquiries and leads that come to the Economic Department and provide expert consulting with regards to business retention and expansion, including all incentives, tax credits and all available Economic Development programs statewide, with appropriate federal program coordination.

- **Supervisor and Team Leader for 8 Staff Team Members. Conducted Employee Evaluations, training and team building.**
- **Represent the Economic Development Department and the Economic Development Division at public venues to discuss state incentives, tax credits and available programs. Extensive travel.**
- **Prepare communities for site visits by prospects. Extensive statewide and nationwide travel.**
- **Site Selection Consultant and point person for recruitment activities nationwide.**
- **Prepare financial incentives analysis for potential relocations.**
- **Testify at New Mexico State Legislature on economic development issues.**
- **Office of Science and Technology Recruiter for Aerospace and Aviation.**
- **Managed and implemented the statewide Cooperative Advertising Program Fund.**
- **Facilitated and Presented at the Small Business Advocacy Council (SBAC) meetings statewide with Lt. Governor Walter Bradley. Prepared Annual Report for Lt. Governor Walter Bradley for Legislative presentation and review. Extensive travel.**
- **Department Liaison for small business issues statewide.**
- **New Mexico representative for the Southwest Council for Recycling.**
- **Contract and proposal writing for statewide programs.**
- **Director for the Business Retention and Expansion Program (BR&E) for communities in New Mexico.**
- **Master Consultant for International Business Retention and Expansion Certification.**
- **Department Regional Representative for Planning District 6 (Southeastern New Mexico).**
- **Certified Economic Developer (IEDC).**

THOMPSON PET PRODUCTS, INC. *Ft. Wayne, Indiana*
Regional Sales Representative *1994-1995*
Managed the business development and sales of Thompson's Pasta Plus dog food in the Midwest, including Michigan, Indiana, Ohio, and Illinois.

- Direct contact with major food retailers and distributors to ensure product quality, pricing and store placement.
- Responsible for all trade shows and sales presentations in the Midwest.

THOMPSON GROUP REAL ESTATE *Santa Fe, New Mexico*
Principal *1979-Present*
Real Estate Broker
All aspects of real estate related transactions:

- Sales, listings, leasing, appraisals, market analysis, management, training, etc.
- Managed office and trained staff for ERA Territorial Realty, Prudential Realty and Gafford Real Estate.
- Interpreting surveys and maps and on-site review analysis.
- Title examinations and closing documentations.
- Comparable market analysis and written appraisal reports.
- Instructor of *Real Estate Practices and Principles* at Santa Fe Community College.
- Review analysis of Santa Fe County Valuation and Taxation property tax assessments as a Board Member.

CAPITAL AVIATION (Fixed Base Operations) *Santa Fe, New Mexico*
General Manager *1991-1992*
Fixed Base Operations Facility at Santa Fe Airport.

- Managed and supervised all personnel.
- Trained all new employees
- Wrote related training manuals and job descriptions
- Implemented new programs for streamlining and updating operations.
- Handled all public relations, sales and marketing.
- Represented company at national aircraft conventions (NBAA)
- Prepared marketing materials to promote Santa Fe and Captial Aviation.
- Traveled to secure new corporate customers.
- Handled budgeting and scheduling of personnel.
- Employee reviews, all hiring of new employees
- Computer update for customer data and pricing.
- Prepared all travel arrangements for corporate customers.
- Increased bottom line by 33% in one year.

AMR COMBS (Fixed Base Operation) *Denver, Colorado*
Supervisor and Real Estate Manager *1987-1990*
Handled all real estate leasing for office and corporate hangar space, including, US West, United Cable, TCI, Mobil Oil, Texaco Oil and United Artist.

- Supervised and managed all counter personnel
- Implemented new training methods
- Public Relations and Marketing Director.
- Responsible for approx. 120,000 sq.ft. of hangar space and corporate tnenat improvements.
- Developed and implemented leasing plans.
- Employee reviews and new hires.
- Formulated current market analysis for lease space.

KROH BROTHERS REAL ESTATE *Denver, Colorado*
Commercial Leasing Agent *1985-1987*
Commercial and retail leasing agent for 9 shopping centers in the Denver area.

- Marketing research and formulating proformas on all 9 centers.
- Established branch office
- Managed construction oversight of two (2) new shopping centers.
- Provided weekly sales reports to update national director in Kansas City.
- **Extensive travel to call on prospective customers.**
- **Updated computer data for current market analysis trends.**

TEXAS BOARD OF ARCHITECTS *Austin, Texas*
Investigator/Development Coordinator *1984-1985*
Intern Development Coordinator for licensing for state and national registration for Architects for the State of Texas.

- Traveled extensively to speak at universities regarding Texas Rules and Regulations.
- Investigator for consumer and Architect complaints, interpreting Texas Rules and Regulations and State Statutes.
- Appointed by the Texas Board of Architects.

NEW MEXICO BOARD OF ARCHITECTS *Austin, Texas*
Board Administrator *1984-1985*
Responsible for day to day operations of the State licensing board for Architects.

- Complied and administered annual state budget.
- Testified at NM State Legislative committee hearings.
- Coordinated quarterly meetings with five State appointed board members.
- Coordinated nationwide Architect interviews for licensing in New Mexico.
- Adminstered annual National Architect licensing examinations for the State.
- Administrative Board Member of the National Council of Architect Registration Board (NCARB).
- Responsible for hiring and reviews of board personnel.
- Conducted interviews and established credentials for all Architects seeking NM licensure.
- Interpreted the NM Rules and Regulation and State Statutes.
- Extensive travel to state, regional and national meetings.
- Appointed by Governor Anaya.

EDUCATION

- Santa Fe High School (1971)
- Ft. Lewis College, Durango, Colorado
- College of Santa Fe, Santa Fe, NM – Real Estate Broker (1979)
- Santa Fe Community College, Santa Fe, NM
- University of Oklahoma – Economic Development Institute (EDI) 2001

PROFESSIONAL ASSOCIATIONS AND CERTIFICATIONS

- New Mexico Real Estate Broker -1979 to present
- International Economic Development Council (IEDC) -Certified Economic Developer (CEcD) -2002
- Master Consultant, International Business Retention and Expansion (BRE&I) 1998
- Former Board Member for Santa Fe County Taxation and Evaluation Board
- Former Board Member for Santa Fe Community College Real Estate Advisory Board
- Former Instructor for Santa Fe Community College – Practices and Principles
- Former Real Estate Appraiser – Santa Fe Appraisal Group

REFERENCES

• Pat Lyons	NM Public Regulatory Commissioner & Former State Land Commissioner	505-827-4531
Hanson Scott	Retired USAF & BRAC Committee Member & NMEDD	505-980-2508 cell
• Noreen Scott	Rio Rancho Economic Development, Director & CEcD	505-891-4305 office
• Pat Vanderpool	Tucumcari Economic Development, Director & CEcD	505-815-9552 cell
• Artie Hart-Corelis	Eastern NM Economic Development Alliance, Director	806-778-9212 cell
• Val Alonzo	Business Development Services, Director, SF CC	505-231-3550 office
• Charlie Marquez	Consulting & Government Affairs, Broad Spectrum	505-263-2032 cell
• Don Tripp	New Mexico House of Representatives, District 49	800-256-1569 NM State Capitol

AMR COMBS

APA Denver • Centennial
BDL Hartford/Springfield • Bradley
BHM Birmingham
DEN Denver • Stapleton
FLL Ft. Lauderdale
GRR Grand Rapids • Kent County
IND Indianapolis
MEM Memphis
PSP Palm Springs

Centennial Airport • 7505 South Peoria Street Englewood, CO 80112 303/790-2575 • 303/790-0313 FAX

June 12, 1990

To Whom It May Concern:

Re: Rosemary Thompson

It is with great regret that we are losing Rosemary as an employee. She has chosen to seek a career in the field more befitting her ability and interest of management and sales.

During Rosemary's time with us she excelled at dealing with our corporate customers. We called on her, because of her ability and maturity and excellent people skills, to call on corporate accounts. For doing so, she dealt with corporate executives and pilots with consummate skill and poise.

We have had many customers comment about her warm and gracious manner. She dealt with companies such as, Martin Marietta, T.C.I., Mobil Oil, RJR Nabisco, United Artist, et al.

As well as calling on corporate accounts to solicit and solidify business, she managed our real estate holdings and handled customer and employee relations. Again, she did so with admirable skill and success.

I can think of no one I would rather have represent my company as a sales or public relations representative. Her people skills are extraordinary; and we will miss her greatly.

Sincerely,

Les Jordan
Vice President and General Manager

COMBS GATES

To: Les Jordan

April 5, 1989

From: Larry Robertson

Subject: ROSEMARY THOMPSON

As you well know, once an outside salesman sets foot on the customer's turf, we become the focal point for any emotional extreme (good or bad).

Last Thursday, March 30, I was in Fort Worth, Texas visiting Richardson Aviation where I was simply bombarded with compliments about Combs Gates Arapahoe and specifically, Rosemary Thompson.

Ed Benyon, a senior captain with Richardson Aviation said he almost fainted when Rosemary called him last week and offered to arrange for him to ferry a rental car from Stapleton to Arapahoe, thus saving him cab fare when he returns to Denver to pick up his Falcon 50 next week. She also handled his hotel reservation.

Ed also stated that Rosemary's ability to think for herself and take required action is unmatched in the FBO industry. He further added it is little wonder why corporate aviation continues to recognize Combs Gates as its leader in service.

This type of effort demonstrates the level of service to which we should all aspire.

Larry Robertson

LR:bjb

cc: Personnel File
Rosemary Thompson

[redacted] [redacted]

Jyl DeHaven
Los Alamos, NM

PROFILE Vice President, Northern New Mexico for Colliers International Commercial Real Estate, Commercial Real Estate broker and the Qualifying Broker of the commercial division at EXIT Advantage NM real estate company in Los Alamos, New Mexico. Extensive public-private-non profit-academic partnership experience in real estate development., urban planning, and workforce development. 30 plus years of experience in commercial real estate in both Texas and New Mexico and 20 plus years in the business of sustainability. Previous Associate Professor at the University of Texas at Arlington in their School of Urban Planning, teaching classes in their Master's program in Sustainability. Current focus is on the northern New Mexico market - specifically the Los Alamos area. Active community leader. Serving on the Board of the Santa Fe Airport and volunteer of the largest annual holiday toy drive in New Mexico. Previous co-founder of Green Collar Vets, a non profit job training in sustainable jobs for veterans of combat and Founder of EARTH Wild - a non profit organization focused on all things related to climate solutions.

EDUCATION 2022-Present LICENSED QUALIFYING BROKER, NM

CAMBRIDGE UNIVERSITY
2021 - Certificate of Circular Economics/MBA program

TEXAS WOMAN'S UNIVERSITY
1999 – Master of Science Degree

UNIVERSITY OF TEXAS AT ARLINGTON
1976 – Bachelor of Fine Arts

CCIM (Certified Investment Member)
1986 – Completion of all classroom requirements

1984-2010 LICENSED REAL ESTATE BROKER, TX

2013 LEAN FUNDAMENTALS CERTIFICATION

2017-2022 LICENSED ASSOCIATE REALTOR, NM

EXPERIENCE VICE PRESIDENT, NORTHERN NEW MEXICO, COLLIERS INTERNATIONAL
January 2024-Present
Developing regional focuses on developing - both commercial and residential, including transportation, working closely with Los Alamos National Laboratory to bring private and public sector into the planing and development efforts.

QUALIFYING BROKER, COMMERCIAL DIVISION, EXIT ADVANTAGE
2022-2023
Specializing in development and all facets of CRE in Northern New Mexico. Expert in sustainable/high performance/water conservation for designing 'green' communities. Developing processes that find solutions around affordable housing and using real estate as an investment currency.

ASSOCIATE BROKER, EXIT ADVANTAGE NM. 2019-2022

Specializing in all commercial real estate actives in the northern New Mexico market. Focusing on the building of community, especially in the Los Alamos region, developing EXIT's commercial specialties.

FOUNDED, EARTH Wild 2019-present

A non-profit organization focused on all things climate change related. EARTH is an acronym for Energy, Agriculture, Resources, Technology, and Health.

ASSOCIATE BROKER, Retail Solutions/Resolut 2018-2019

A full service commercial real estate firm headquartered in Austin TX, with a regional office in Albuquerque, NM. The focus is retail, but is a full spectrum commercial real estate firm

Accomplishments

Specializing in all commercial aspects of community building - specifically in the Northern New Mexico region. Los Alamos has been the primary focus and through collaborations of public, private, non profit, and academic leadership, noticeable steps towards revitalization are finally happening.

ASSOCIATE BROKER, Keller Williams Tai Bixby Associates 2017-present

A full service commercial real estate firm located in Santa Fe, New Mexico. It is focused on building/growing an interdisciplinary real estate team that can offer the client a 'trees to keys' experience.

Accomplishments

A commercial specialist, buyer specialist, and part of the team offering full service expertise for the Northern New Mexico market. Assisted in developing marketing, branding, and strategic thinking to identify economic opportunities and revenue streams. Built a strong network of regional, statewide, and national investors and tenants. Leverage 30+ years of collaborative partnerships in commercial real estate. Established vision options for underserved markets. Work with local communities – specifically Los Alamos – to develop and define the 'story' on what makes the market strong and the community unique. Identify urban planning opportunities to drive community development and redevelopment.

Current member of CARNM, NM Board of Realtors, and on the Board of Envision your Future

MANAGING PARTNER, MARKETING
WESTERN HORIZONS

2014-2015

A small startup company that looked at opportunities in the economic development market in Santa Fe New Mexico. Although the company was gaining traction, the management team chose to go another direction.

Accomplishments

Created the Gen Y Summit for analyzing ways to 'grown Santa Fe young'. Identifying Hub based development opportunities in the Northern New Mexico area – including a Veteran's Resource Hub (Next Mission New Mexico NM2).
Current member of ULI New Mexico, CREW New Mexico, Lambda Alpha – Zia Chapter, Hispanic Chamber of Santa Fe

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CHIEF EXECUTIVE OFFICER
EARTH NT

2010-2014

Collaborative public, private, non profit partnership to establish a sustainable business/innovation hub for start up-entrepreneurial companies to commercialize their products/services. The physical campus is designed to showcase high performance building standards and infrastructure improvements for urban redevelopment that drives the economic value of sustainable, technologies and

waste mitigation. Identification and development of metrics around strategic planning, societal change, business development, curriculum design, community outreach, high efficiency best practices, marketing, and financial modeling are the primary focuses.

Accomplishments

Developed the vision for the project, assembled the core team as well as Board of Advisors, designed the initial plan for the project and established the public-private-non profit-academic partnerships who will be participating in the initial campus hub. Take what is known in transit oriented developments (TOD) and create the roadmap for next generation thinking on high performance. Identify partners that will become the Live, Learn, and Earn concept of development. Establish a mentoring platform to identify and leverage skillset of each of the team. Find the individual passions of individuals and assist in the development of their highest and best. Build momentum and passion for the "do good, make money" motto that makes this project unique. Oversee the daily operations and assist in the identifying of additional partners and investors to bring the initial capital raise for what will ultimately be an $80,000,000 project.

SENIOR ADVISOR
TARRANT COUNTY COLLEGE DISTRICT *2013-2014*

Senior advisor on call to the Vice Chancellor of Facilities to assist in the development of sustainability and transformational change throughout the 5 campuses within the District. Identify and development metrics for additional revenue opportunities through performance improvements and waste reduction of the buildings.

Accomplishments

Develop a roadmap to incorporate design standards and technology improvements to add efficiency throughout the District. Design and facilitate the tools to build the link between building and educational outcomes. Get individuals to the light bulb moment of understanding connectivity between the built environment and education. Oversee the teamwork on communication and education tools for enlightening faculty, staff, and students on sustainability and how to participate in waste reduction. Develop education models that connect people with efforts towards high performance. Advise staff and campus Presidents on communication tools to improve productivity and reduce silos.

ADJUNCT PROFESSOR/ASSOCIATE CLINICAL PROFESSOR
UNIVERSITY OF TEXAS AT ARLINGTON
2010-2013

Under the School of Urban and Public Affairs, and working directly for the Dean of the School, graduate level classes focusing on sustainability were designed and taught.

Accomplishments

Developed curriculum for a required graduate class called Green Cities and Transportation. In addition to teaching that class, another class on the Introduction to Sustainability is part of a Master's program in Sustainability offered under the School of Urban and Public Affairs. Both of these classes were designed so students would work in small groups and be exposed to a semester of "real world" projects and speakers. The focus was on how to teach students critical thinking, over and above knowledge on the topic. The students score these classes in the top 10% on mastery of information and beneficial information every semester to date.

CO-FOUNDER AND BOARD PRESIDENT
GREEN COLLAR VETS NON PROFIT ORGANIZATION *2007-present*

This non profit organization acts as a facilitator for Veterans – specifically Iraq and Afghanistan warriors, to transition from their military careers into "green" industry careers. The identification of education opportunities, as well as certification needs, and resume repurposing is all handled on a web based portal. Companies and job positions are part of the job board and the ability of the Veteran to identify skillsets and strengths/weaknesses is online. In addition, Veteran housing – specifically for wounded warriors – is available through the partnership with GroHome.

Accomplishments

The development of the vision, the establishment of the business model, and the telling of the story have fallen under the responsibilities of the Board President. In addition, identification of additional board members, establishment of an advisory board, linking with like thinking organizations, and fund raising continue. Work with individual Veterans in a mentoring capacity to help unlock skill and talent, while helping them find their passions.

CO-FOUNDER AND CSO
PRISM 3 SOLUTIONS, LLC
2008-2010

One of 3 founding Principals, this partnership was created to develop and oversee a 1000 acre mixed use sustainable real estate development project that was centered on "green" companies, wellness, and education

Accomplishments

Developed business plan, identified land, designed initial development plan with phasing, established partnerships to determine the public/private investment opportunities, Identify "best practices" in similar real estate projects around the world and leveraged the knowledge economy to push to next generation thinking on what does a master planned project look like when transportation is added – a TOD. Established mentoring opportunities with fellow Principles (one a retired Marine Colonel). Leveraged network for funding of this $200,000,000 project.

CO-FOUNDER AND CEO
GREEN URBAN DEVELOPMENT *2006-2008*

One of 2 founding Principals, this partnership focused on project management and acted as the general partner for a "green" 5 acre urban revitalization project on the east side of Fort Worth. This was a $40,000,000 mixed use project of both repurposing of existing structures, as well as new construction.

Accomplishments

Created the vision for the project, put the land/buildings together for acquisition, identified and oversaw the design team and efforts, was the resident expert on sustainability. Worked with the city and neighborhood officials to achieve zoning changes and designations of an Urban Village, which leveraged investment opportunities of public funds. Designed and developed marketing strategy and representing project to end users and the community, including the education of the business case for sustainability. Management and daily operations of the company.

FOUNDER AND PRESIDENT
ARBITER, INC. dba OIL AND GAS LTD. *1985-2010*
Texas S Corp that focuses on real estate acquisition and oil and gas Investments.
Accomplishments
All decisions and daily operations of this family owned small business.

Jyl DeHaven

EDUCATION

CAMBRIDGE UNIVERSITY
2021 - Certificate of Circular Economics/MBA program

TEXAS WOMAN'S UNIVERSITY
1999 – Master of Science Degree

UNIVERSITY OF TEXAS AT ARLINGTON
1976 – Bachelor of Fine Arts

CCIM (Certified Investment Member)
1986 – Completion of all classroom requirements

LICENSED REAL ESTATE BROKER - Texas
1984-2002

LICENSED REAL ESTATE BROKER - NEW MEXICO
2017 - Present

LEAN FUNDAMENTALS CERTIFICATION
2013

SKILLS

Systems development
Reverse Engineering skillset
Developer
Integrative Design
Urban Revitalization and Design
Educator
Marketing and Sales Development
Project Management
Mentor/Leader
Visionary/Team Building

AWARDS

Outstanding Young Leader
Outstanding Leader in Green
Founding Member and Past President Commercial Real Estate Women
Advisory Board of Council District 2 City of Fort Worth (appointment)
Co-Chair of City of Fort Worth Sustainable Task Force (appointment)
Founding Member of Green Collar Vets
Member of Urban Forestry Board, City of Fort Worth (appointment)
Founding Member and Past President of Fort Worth Professional Women's Organization
Founding Member of Urban Land Institute – North Texas Chapter

HIGHLIGHTS

Board Member of USGBC, North Texas Chapter
Board Member of Vision North Texas
Board Member Greater Fort Worth Real Estate Council
Board Member of Texas Women's Alliance

Member of Master Planning Committee for Urban Village Revitalization
Advisor to Habitat for Humanity – local chapter
Member of City Council District 2 Affordable Housing Coalition

CURRENT BOARD MEMBER

Mayor appointed Board member of Santa Fe Regional Airport
Health Council, County of Los Alamos, Vice Chair
Environmental and Sustainability Council, County of Los Alamos

REFERENCES References available upon request

Lutz Arnhold
Email [redacted]
Cellular: [redacted]
[redacted] Santa Fe, 87507, New Mexico

SUMMARY

A very passionate, dynamic and hands on leader with a high sense of orientation to small details. Very oriented to develop effective teamwork to transmit our company culture. Working closely with Associates, managers and owners to improve financial and operational results.

EXPERIENCE

Managing Director at Rosewood Inn of the Anasazi **November 2018 to Present**

The most iconic Hotel located just minutes from the historic Santa Fe Plaza with 58 rooms, bar and Anasazi restaurant. Revenues over $ 11 million US $ per year. Recognitions: Santa Fe #2 Hotel U.S. News & World Report, New Mexico #2 Hotel U.S. News & World Report, Forbes Travel Guide 4 Star Hotel 2019.

- Successfully transitioned to new ownership in April 2019
- GOP increase by 12.5% YOY 2018 to 2019
- ADR increase by 4% YOY 2018 to 2019
- Trust You score increase from 92 to 94 YOY 2018 to 2019
- Comp set No. 1 in RevPAR 2019
- Best Hotel in Santa Fe by T+L in 2022

Resort Manager at Rosewood Mayakoba **December 2016 to October 2018**

The most exclusive Resort located in an area of 1,600 acres (Mayakoba Complex) south of Cancun and north of Playa del Carmen (130 suites with medium size pool, 3 main pools, 10 Rosewood branded residences, 3 fine dining restaurants, tequila bar, lobby and beach bar and the best Spa in Mexico), revenues over $49 million US $ per year. Recognitions: Best Hotel In Mexico on TripAdvisor 2018, Forbes Travel Guide 5 Star Hotel 2018, Forbes Travel Guide 5 Star Spa 2018, AAA Five Diamond Award 2018; Conde Nast Traveler Gold List 2018, US News and World Report No. 1 Hotel in Mexico2018, Travel + Leisure Best of the Best: Best Hotel in Mexico 2017.

- Increasing the LQA scores during this year from 90.2 to 93.0, which is the highest LQA score within the company during 2018.
- Maintaining No. 1 hotel in Mexico on TripAdvisor for the past 3 years
- Maintaining No. 1 hotel within the company in guest feedback (Trust You)
- Implementing Host program that helped us to improve guest satisfaction
- Increasing repeat guest rate from 12% in 2014 to 20% in 2018
- Increasing AES score from 85 to 90 in 2017
- Prepared budget for 2017 and 18
- Leading the of the Rosewood Mayakoba app implementation within the company
- Consolidating succession planning for F&B Assistants to become F&B Directors in other Rosewood properties
- Implementing incentive program for hosts who book repetitive guests
- Attended Virtuoso travel week at Las Vegas during August 2018

F&B Director at Rosewood Mayakoba **2010 to November 2016**

- Implementing a POP up program in the Resort
- Creating and implementing an incentive program for outside guests in our restaurants from 2000 guests in 2012 to 14.000 guests in 2017
- Implementation of new restaurant concept for our Agave Azul sushi restaurant
- Implementation of our new Ceiba garden concept
- Implementation of new Open Table reservation program
- Mentoring F&B management trainees within the resort
- Increase of F&B revenues from 4.4 Mill US $ in 2010 to 11.2 Mill US $ in 2016
- Maintaining the turnover ratio accumulated during the last five years in 9.4%

F&B Manager at Rosewood Al Faisaliah **February 2009 to August 2010**

Al Faisaliah Hotel is the leading hotel in Riyadh, Saudi Arabia with 224 rooms, 7 restaurants with the large event facility.

- Department head since May 2009
- Executive Committee member since May 2009
- Leading the restaurant teams and banquet team in all aspects of F&B operation
- Monitoring trends in the industry fields
- Budgeting and forecasting for all restaurants and banquets

Assistant F&B Manager at Rosewood Al Faisaliah **August 2007 to January 2009**

- Implementing and execution of annual training plans for entire department
- Implementing the first International Food Festival in Saudi Arabia
- Planning and executing monthly restaurant promotions

Globe Manager at Rosewood Al Faisaliah **July 2005 to July 2007**

Al Faisaliah Hotel, A Rosewood Hotel defines modern elegance. Located in the prestigious Olaya district, the stunning hotel has elevated the art of hospitality to new heights in Saudi Arabia with award-winning restaurants and dedicated 24-hour butler service. Rooms and suites beautifully combine both classic and contemporary elegance with details of local arabesque architecture, while extending the warmest of Arabian welcomes. The Globe restaurant is the most exclusive restaurant in Saudi Arabia sitting on top of the Al Faisaliah tower. F&B revenue is 3 Mill. US $ per year. In charge for 2 restaurants, shopping outlet and cigar lounge.

- Training of restaurant team to achieve highest service standards
- Thriving the first cigar lounge in Saudi Arabia to increase revenues by 60% within 2 years

Restaurant Manager at Landhaus Hoepkens Ruh **April 1998 to April 2005**

The restaurant could seat 30 guests for a la carte service and 70 guests for events. In 2004 it was awarded best restaurant in Bremen, Germany in the category Luxury Restaurants.

Sommelier at Residence Heinz Winkler **January 1996 to January 1998**

Residenz Heinz Winkler is a 3 Star Michelin restaurant and % start Diamond award.

- Responsible for the wine cellar whit 1,000 different wines.

Other work experiences:

- Southampton Princess Bermuda 1993 to 1995
- Hilton Hotel Berlin 1990 to 1993

Pre-Opening and Opening experiences:

- Rosewood Jumby Bay Antigua 2009
- Hilton Hotel Berlin 1989

Qualifications:

- Executive Advancement Program from RHR
- Executive Leadership program E-Cornell
- 7 Habits of highly effective people by Franklin Cobbey
- Hotel Real Estate Investments and Asset Management at E-Cornell
- Real Estate Property Management at E-Cornell

Community Support:

- President of the Santa Fe Lodgers Association
- Member of the Occupancy Tax Advisory Board Santa Fe
- Creator of LevelUp! – a work base learning program for local high school students
- Member of the advisory committee to Secretary of Education Kurt Steinhaus
- Board member of the Education Center Kiin Beh in Mexico

Education:

- Extended Secondary School
- Diploma in Management of Small Companies
- Management Course Bermuda College

Languages:

- German
- English
- Spanish

JASMINE MEYER, MPH

jasminesharai@gmail.com 619-512-7011 Pecos, NM

OBJECTIVE

Skilled public health leader with expertise in strategic management & evaluation, inclusively building the capacity of organizations, systems, and communities to understand and improve health equity & resilience.

EDUCATION

LSU HEALTH SCHOOL OF PUBLIC HEALTH, NEW ORLEANS, LA — MAY 2016
Master of Public Health: Behavioral and Community Health Sciences

UNIVERSITY OF MISSISSIPPI, OXFORD, MS — MAY 2000 | 2014
Bachelor of Arts: English Literature

DELGADO COMMUNITY COLLEGE, NEW ORLEANS, LA — MAY 2012
Associate of Science: Nutrition and Dietetics

WORK EXPERIENCE

PRESBYTERIAN HEALTHCARE SERVICES — JULY 2023-PRESENT
COMMUNITY HEALTH MANAGER, NORTHERN NEW MEXICO

- Lead northern New Mexico placed-based action planning in collaboration with community partners.
- Write, oversee, and report on grant objectives.
- Identify, manage, and onboard strategic initiatives.
- Oversee northern NM programs, including food access (Northern Roots, Del Sur, Fresh Rx), health promotion and education, and social determinants of health navigation.
- Analyze data and oversee evaluation activities.
- Supervise northern NM team.
- Collaborate with Presbyterian leadership in community health, across the delivery system, and with the health plan to support business and program needs.
- Develop and manage budgets.
- Support marketing and health communications activities.

NEW MEXICO APPLESEED, SANTA FE — JANUARY 2023-JULY 2023
DIRECTOR OF COMMUNITY RESEARCH AND ENGAGEMENT

- Lead development and implementation of community-based needs and solutions to design local, statewide, and federal anti-poverty policy and systems-change initiatives. Includes quantitative and qualitative (interviews/focus groups) data, as well as collaboration with individuals with lived experience.
- Lead development and implementation of action plan, evaluation plan, and communications plan.
- Lead collaboration with communities around New Mexico and state and national experts to ensure policies and programs are tailored, effective, equitable, and successful.
- Conduct literature reviews and identify evidence-based interventions to inform emerging and pilot programs. Synthesize research and qualitative findings for design recommendations.

- Support grantmaking, fundraising, and messaging.

LA FAMILIA MEDICAL CENTER), SANTA FE DECEMBER 2020-DECEMBER 2022

COMMUNITY HEALTH DIRECTOR

- Design and conduct community health needs assessment to identify health inequities affecting patients and lower-income community members. Methods include (a) quantitative findings on comprehensive secondary (population health statistics) and primary (patient outcome) data; and (b) qualitative findings from semi-structured patient interviews. Interpret and write comprehensive report on findings; present findings and health equity recommendations to targeted clinical, support, and administrative leaders.
- Develop and implement system for facilitating strategic planning among interdisciplinary clinical, support, and administrative leaders. Utilize needs assessment and other data, root cause analysis, action plans, logic models, & PDSA cycle as appropriate. Apply collaborative strategic planning system toward short, medium, and long-term goals, including everything from procedural development/improvements to new initiatives.
- Lead and chair Patient Satisfaction Committee, including review of data, trends on patients' needs; facilitate discussion of solutions and goals to reduce barriers to healthcare/health and improve satisfaction; track and monitor identified systemic improvements.
- Ensure equitable, comprehensive response to ongoing and emergent public health issues, such as the COVID-19 pandemic, including research, health communications, strategy development & oversight, data reporting and interpretation, community partner collaboration, internal and external capacity-building, and collaborative workflow development.
- Design, oversee, & evaluate community health programs addressing the social determinants of health (SDoH), including food insecurity, nutrition access & education, physical activity access & education, healthcare access & health literacy, maternal & child health, Medicaid/Medicare, & uninsured patient programs.
    - Collaborate with community, city, county, and state partners to improve access to and impact of community resources addressing SDoH for patients.
    - Supervise & provide capacity-building support for 10 community health staff.
- Collaborate with quality manager to provide quality improvement & evaluation (formative, process, outcome) support for community health and clinical programs, including Vaccines for Children and Title X.
- Co-lead integration of Patient-Centered Medical Home principles into interdisciplinary workflows, training, and communications.
- Write and secure diverse grants from public and private funders for programmatic support. Oversee project implementation.

LSU SCHOOL OF PUBLIC HEALTH, NEW ORLEANS MARCH 2018-DEC. 2020

DIRECTOR, LOUISIANA BREAST AND CERVICAL HEALTH PROGRAM

- Design and direct all strategies for statewide implementation of the CDC's National Breast and Cervical Cancer Early Detection Program, including screening and patient navigation services, health system change and quality improvement interventions, community education and engagement, and environmental (workplace) approaches.
- Improve health equity in Louisiana by ensuring BCC early detection screening & HPV vaccination services are appropriately targeted to medically underserved, lower-income, and disenfranchised populations; strategically plan and monitor outcomes using primary and secondary data sources and mixed evaluation methods.
    - Annual screening services doubled under my tenure.
- Manage $3,000,000 budget from diverse funding streams, and provision of sub-awards at clinical facilities and community-based organizations across Louisiana. Monitor implementation of sub-awards, including fee-for-service contracts.

- Provide leadership both within department, including supervision of 9 staff, and across departments under the Louisiana Cancer Prevention and Control Programs umbrella, applying strategic management principles to increase staff engagement in shared planning, decision-making, & monitoring.
- Build and oversee organizational effectiveness initiative to improve service delivery and ensure target population is best served by sub-awardees by providing support for quality improvement, communication, professional development, community engagement, and data feedback.
- Collaborate with statewide partners and coalitions to leverage resources and create synergy to collectively improve quality of life and reduce mortality from breast and cervical cancers.
- Develop and lead resilience initiative with internal and external stakeholders to transform public health responses from reactive to proactive in an ever-changing healthcare environment, including Louisiana healthcare privatization, Medicaid expansion, and the COVID-19 pandemic.
- National leader in patient navigation best practices among NBCCEDP grantees, including both barrier resolution and understanding and addressing root causes of rarely or never screened patients.
- Oversee funding development and reporting and ensure fulfillment of grant deliverables. Lead development of annual CDC work plan, evaluation plan, and competitive/continuing applications.

SECOND HARVEST FOOD BANK, SOUTH LOUISIANA AUGUST 2015-FEB. 2018

DIRECTOR OF PROGRAMS AND PARTNERSHIPS

- Develop and direct strategic plans, program design, implementation, and evaluation for all anti-hunger and nutrition programs across 24 parish (county) service area in south Louisiana. Programs include school and traditional food pantries, nutrition quality and education, cooking and farming, wrap-around services, and agency relations and capacity-building.
- Expand and modernize scope of anti-hunger programming from traditional, limited-choice food distribution methods to systemically integrate choice, dignity, health, and anti-racism principles.
- Manage $2,000,000 budget from widely diverse funding streams and across 8 food bank budget areas, including operations, programs, and personnel. Write grants and report to funders.
- Improve organizational effectiveness to address root causes of hunger by providing participatory education, solutions, and tools to 80+ staff and 400+ partner agencies (pantries, etc.).
- Strengthen food security and nutrition programming through strategic partnerships in public health, social services, and advocacy sectors.
- Increase community efficacy by integrating community-based participatory methods into advocacy, nutrition education and other programmatic initiatives, and data-informed strategic planning.
- Oversee disaster response and resilience operations.
- Ensure effectiveness, regulatory compliance, and quality improvement of all child, adult, and senior anti-hunger programs.
- Spearhead medically based Therapeutic Food Pantry model in partnership with University Medical Center's Cancer Center, which increases access to nutritious food and improves cancer outcomes for food insecure patients.
- Assumed permanent position after consulting on Rethink Hunger Grant to assess community capacity and the efficacy of current programs, services, and food distribution operations at food pantry partners to address the root causes of poverty and hunger, especially in vulnerable rural parishes. Designed assessment tools and collected and analyzed data. Developed recommendations and a best practices toolkit based on both community-identified needs and independent research.

LSU SCHOOL OF PUBLIC HEALTH, N.O. SEPT. 2014-JUNE 2015|SEPT. 2015-JUNE 2016

COORDINATOR (CONTRACT), FLU NEAR YOU PROJECT

- Direct and execute participatory surveillance efforts for Flu Near You, an app that promotes flu awareness and vaccination, using social marketing techniques, research presentations, and mass media.

- Design and implement student program objectives and activities for 2-year project period; write grant proposals and reports to Skoll Global Threats Fund.
- Design and conduct formative and ongoing evaluation for marketing research and outreach campaign performance.
- Develop a Flu Near You best practices toolkit for national dissemination.

LOUISIANA PUBLIC HEALTH INSTITUTE, N.O. APRIL 2015-AUGUST 2015

QUALITY CONTROL RESEARCH ASSISTANT, TOBACCO FREE LIVING (TFL) - CONTRACT

- Set gold standards for reliable data collection and train, monitor, and evaluate research assistants.
- Perform data analysis, evaluation, interpretation, and report for the TFL Healthy Stores Point-of-Sale study, which annually conducts research on tobacco products and their prices, promotion, and placement in "corner stores," to understand correlation with tobacco use.
- Design and conduct qualitative evaluation for future e-cigarette research recommendations.

LA FAMILIA MEDICAL CENTER, SANTA FE APRIL 2013-SEPT. 2014

COORDINATOR, RACIAL & ETHNIC APPROACHES TO COMMUNITY HEALTH (REACH)

- Co-develop & coordinate programmatic, communications, and evaluation objectives and activities for CDC work plan using community-based participatory research methods with lower-income, Latinx/Chicanx community members residing in food deserts in Santa Fe, NM.
- Coordinate community-based efforts, in collaboration with community health workers (CHWs), to improve access to nutritious foods and physical activity through policy, systems, and environmental changes. Objectives include:
    - Facilitate opportunities for dialogue and collaboration between policymakers and disenfranchised residents to improve built-environment in lower-income, Latinx neighborhoods, including a walkability assessment and storytelling techniques.
    - Successfully advocate to the Santa Fe Farmers Market institute to increase market presence in the Latinx-majority "southside" of Santa Fe, using a PhotoVoice project to demonstrate inequitable access to locally grown food.
    - Increase access to physical activity and nutritious foods in Title 1, Latinx-majority schools.
    - Conduct needs assessment and policy scan to identify facilitators and barriers to making healthy choices that may result in health disparities for the Latinx population in New Mexico.
    - Utilize multi-method storytelling techniques to provide civic-engagement opportunities to marginalized community members, including PhotoVoice, digital storytelling, round circles, and listening sessions.
    - Identify additional opportunity to strengthen food systems and built-environment, including spearheading a collaboration with MoGro (mobile grocery) to pilot a weekly, choice-based fresh produce box at La Familia Medical Center for patients and staff. Train CHWs to provide nutrition education to MoGro recipients through newsletters, cooking demos, and gardening classes.
    - Co-lead a trans-disciplinary coalition of community members, CBOs, public health entities, & policymakers to create collaborative synergy to successful support & achieve grant objectives.

LA MONTANITA CO-OP, SANTA FE JUNE 2012-OCTOBER 2013

ASSISTANT MANAGER

Responsible for purchasing, maintaining inventory, supervising staff, coordinating local vendors, ensuring customer/owner satisfaction, and store nutrition education programming.

SOLUTIENT, INC., SOUTH LOUISIANA JULY 2008-JULY 2009

GRANT MANAGER - CONTRACT

- Manage FEMA funds appropriated for Jefferson Parish residents to elevate and rebuild homes affected by flooding in Hurricane Katrina.
- Monitor contractor utilization of funds and progress in completing rebuilding and elevation projects for homeowners receiving assistance.
- Work closely with Jefferson parish accounting department to distribute funds appropriately to contractors. Advise homeowners on FEMA application process, including provision of appropriate documentation.

KAPLAN EDUCATIONAL CENTER (MULTIPLE LOCATIONS) NOV. 2001-JUNE 2004

INSTRUCTOR & OFFICE MANAGER

Teach GRE & MCAT classes and provide individual tutoring assistance at multiple locations. Manage central office in Charleston, SC.

VOLUNTEER EXPERIENCE

- Crescent City Farmers Market Food Systems Programs (2017 – 2020)
- Tobacco-Free Living LGBTQ Advisory Board, Louisiana Public Health Institute (2018 – 2020)
- Researcher, Louisiana Public Health Institute (2015)
- Program Evaluator, Backyard Gardeners Network (2014 – 2016)
- Co-founder & Manager, LSU School of Public Health Sustainability & Community Garden Programs (2014 – 2016); Staff Advisory Board (2017 – 2020)
- Community Nutrition Programs, Second Harvest Food Bank (2012)
- Clinical Nutrition Support, Kindred Long-term Acute Care (2011)
- Nutrition Services Support, Belle Vie Assisted Living Center (2011)
- NO/AIDS (now Crescent Care) Fundraising Organizer (2005 – 2006)
- Reading and Math Assistance Programs, Warrior Academy Institute, rural Alabama (2004 – 2005)
- Medicaid Patient Navigation, Sunflower Rural Health Clinic, rural Mississippi Delta (2001)

TRAINING, AWARDS, MEMBERSHIPS, & CERTIFICATIONS

- Guaranteed Income Community of Practice (2023)
- New Mexico Public Health Association, member & presenter (2013-2014, 2020-present)
- American Public Health Association, member & presenter (2013-present)
- Embodied Leadership I & II; Somatics, Trauma, & Resilience leadership training: Strozzi Institute (2019-2020)
- Practice Facilitation training: HealthTeamWorks (2019)
- Organizational Effectiveness [grantee leadership development] cohort; Greater New Orleans Foundation (2017-2019)
- Louisiana Public Health Association, member & presenter (2014-2020)
- Nutrition and Dietetic Technician, Registered (2012-2018)
- Alumni Circles of Excellence award: Delgado Community College (2015)
- Anti-Oppression training: Navajo Nation/ New Mexico Public Health Association (2014)
- Digital Storytelling training: Arizona Story Center, National REACH Coalition (2013)
- PhotoVoice training: New Mexico Agriculture Extension Offices (2013)
- Louisiana Dietetic Association, member (2010-2012); Dietetic Technician Student of the Year (2012)

~Co-owner, Major Acre Farm (IG @majoracrefarm)

~Limited Spanish proficiency~

JASMINE MEYER, MPH

[redacted] [redacted] Pecos, NM

OBJECTIVE

Skilled public health leader with expertise in strategic management & evaluation, inclusively building the capacity of organizations, systems, and communities to understand and improve health equity & resilience.

EDUCATION

LSU HEALTH SCHOOL OF PUBLIC HEALTH, NEW ORLEANS, LA — MAY 2016
Master of Public Health: Behavioral and Community Health Sciences

UNIVERSITY OF MISSISSIPPI, OXFORD, MS — MAY 2000 | 2014
Bachelor of Arts: English Literature

DELGADO COMMUNITY COLLEGE, NEW ORLEANS, LA — MAY 2012
Associate of Science: Nutrition and Dietetics

WORK EXPERIENCE

PRESBYTERIAN HEALTHCARE SERVICES — JULY 2023-PRESENT
COMMUNITY HEALTH MANAGER, NORTHERN NEW MEXICO

- Lead northern New Mexico placed-based action planning in collaboration with community partners.
- Write, oversee, and report on grant objectives.
- Identify, manage, and onboard strategic initiatives.
- Oversee northern NM programs, including food access (Northern Roots, Del Sur, Fresh Rx), health promotion and education, and social determinants of health navigation.
- Analyze data and oversee evaluation activities.
- Supervise northern NM team.
- Collaborate with Presbyterian leadership in community health, across the delivery system, and with the health plan to support business and program needs.
- Develop and manage budgets.
- Support marketing and health communications activities.

NEW MEXICO APPLESEED, SANTA FE — JANUARY 2023-JULY 2023
DIRECTOR OF COMMUNITY RESEARCH AND ENGAGEMENT

- Lead development and implementation of community-based needs and solutions to design local, statewide, and federal anti-poverty policy and systems-change initiatives. Includes quantitative and qualitative (interviews/focus groups) data, as well as collaboration with individuals with lived experience.
- Lead development and implementation of action plan, evaluation plan, and communications plan.
- Lead collaboration with communities around New Mexico and state and national experts to ensure policies and programs are tailored, effective, equitable, and successful.
- Conduct literature reviews and identify evidence-based interventions to inform emerging and pilot programs. Synthesize research and qualitative findings for design recommendations.

- Support grantmaking, fundraising, and messaging.

LA FAMILIA MEDICAL CENTER), SANTA FE DECEMBER 2020-DECEMBER 2022

COMMUNITY HEALTH DIRECTOR

- Design and conduct community health needs assessment to identify health inequities affecting patients and lower-income community members. Methods include (a) quantitative findings on comprehensive secondary (population health statistics) and primary (patient outcome) data; and (b) qualitative findings from semi-structured patient interviews. Interpret and write comprehensive report on findings; present findings and health equity recommendations to targeted clinical, support, and administrative leaders.
- Develop and implement system for facilitating strategic planning among interdisciplinary clinical, support, and administrative leaders. Utilize needs assessment and other data, root cause analysis, action plans, logic models, & PDSA cycle as appropriate. Apply collaborative strategic planning system toward short, medium, and long-term goals, including everything from procedural development/improvements to new initiatives.
- Lead and chair Patient Satisfaction Committee, including review of data, trends on patients' needs; facilitate discussion of solutions and goals to reduce barriers to healthcare/health and improve satisfaction; track and monitor identified systemic improvements.
- Ensure equitable, comprehensive response to ongoing and emergent public health issues, such as the COVID-19 pandemic, including research, health communications, strategy development & oversight, data reporting and interpretation, community partner collaboration, internal and external capacity-building, and collaborative workflow development.
- Design, oversee, & evaluate community health programs addressing the social determinants of health (SDoH), including food insecurity, nutrition access & education, physical activity access & education, healthcare access & health literacy, maternal & child health, Medicaid/Medicare, & uninsured patient programs.
    - Collaborate with community, city, county, and state partners to improve access to and impact of community resources addressing SDoH for patients.
    - Supervise & provide capacity-building support for 10 community health staff.
- Collaborate with quality manager to provide quality improvement & evaluation (formative, process, outcome) support for community health and clinical programs, including Vaccines for Children and Title X.
- Co-lead integration of Patient-Centered Medical Home principles into interdisciplinary workflows, training, and communications.
- Write and secure diverse grants from public and private funders for programmatic support. Oversee project implementation.

LSU SCHOOL OF PUBLIC HEALTH, NEW ORLEANS MARCH 2018-DEC. 2020

DIRECTOR, LOUISIANA BREAST AND CERVICAL HEALTH PROGRAM

- Design and direct all strategies for statewide implementation of the CDC's National Breast and Cervical Cancer Early Detection Program, including screening and patient navigation services, health system change and quality improvement interventions, community education and engagement, and environmental (workplace) approaches.
- Improve health equity in Louisiana by ensuring BCC early detection screening & HPV vaccination services are appropriately targeted to medically underserved, lower-income, and disenfranchised populations; strategically plan and monitor outcomes using primary and secondary data sources and mixed evaluation methods.
    - Annual screening services doubled under my tenure.
- Manage $3,000,000 budget from diverse funding streams, and provision of sub-awards at clinical facilities and community-based organizations across Louisiana. Monitor implementation of sub-awards, including fee-for-service contracts.

- Provide leadership both within department, including supervision of 9 staff, and across departments under the Louisiana Cancer Prevention and Control Programs umbrella, applying strategic management principles to increase staff engagement in shared planning, decision-making, & monitoring.
- Build and oversee organizational effectiveness initiative to improve service delivery and ensure target population is best served by sub-awardees by providing support for quality improvement, communication, professional development, community engagement, and data feedback.
- Collaborate with statewide partners and coalitions to leverage resources and create synergy to collectively improve quality of life and reduce mortality from breast and cervical cancers.
- Develop and lead resilience initiative with internal and external stakeholders to transform public health responses from reactive to proactive in an ever-changing healthcare environment, including Louisiana healthcare privatization, Medicaid expansion, and the COVID-19 pandemic.
- National leader in patient navigation best practices among NBCCEDP grantees, including both barrier resolution and understanding and addressing root causes of rarely or never screened patients.
- Oversee funding development and reporting and ensure fulfillment of grant deliverables. Lead development of annual CDC work plan, evaluation plan, and competitive/continuing applications.

SECOND HARVEST FOOD BANK, SOUTH LOUISIANA AUGUST 2015-FEB. 2018

DIRECTOR OF PROGRAMS AND PARTNERSHIPS

- Develop and direct strategic plans, program design, implementation, and evaluation for all anti-hunger and nutrition programs across 24 parish (county) service area in south Louisiana. Programs include school and traditional food pantries, nutrition quality and education, cooking and farming, wrap-around services, and agency relations and capacity-building.
- Expand and modernize scope of anti-hunger programming from traditional, limited-choice food distribution methods to systemically integrate choice, dignity, health, and anti-racism principles.
- Manage $2,000,000 budget from widely diverse funding streams and across 8 food bank budget areas, including operations, programs, and personnel. Write grants and report to funders.
- Improve organizational effectiveness to address root causes of hunger by providing participatory education, solutions, and tools to 80+ staff and 400+ partner agencies (pantries, etc.).
- Strengthen food security and nutrition programming through strategic partnerships in public health, social services, and advocacy sectors.
- Increase community efficacy by integrating community-based participatory methods into advocacy, nutrition education and other programmatic initiatives, and data-informed strategic planning.
- Oversee disaster response and resilience operations.
- Ensure effectiveness, regulatory compliance, and quality improvement of all child, adult, and senior anti-hunger programs.
- Spearhead medically based Therapeutic Food Pantry model in partnership with University Medical Center's Cancer Center, which increases access to nutritious food and improves cancer outcomes for food insecure patients.
- Assumed permanent position after consulting on Rethink Hunger Grant to assess community capacity and the efficacy of current programs, services, and food distribution operations at food pantry partners to address the root causes of poverty and hunger, especially in vulnerable rural parishes. Designed assessment tools and collected and analyzed data. Developed recommendations and a best practices toolkit based on both community-identified needs and independent research.

LSU SCHOOL OF PUBLIC HEALTH, N.O. SEPT. 2014-JUNE 2015|SEPT. 2015-JUNE 2016

COORDINATOR (CONTRACT), FLU NEAR YOU PROJECT

- Direct and execute participatory surveillance efforts for Flu Near You, an app that promotes flu awareness and vaccination, using social marketing techniques, research presentations, and mass media.

- Design and implement student program objectives and activities for 2-year project period; write grant proposals and reports to Skoll Global Threats Fund.
- Design and conduct formative and ongoing evaluation for marketing research and outreach campaign performance.
- Develop a Flu Near You best practices toolkit for national dissemination.

LOUISIANA PUBLIC HEALTH INSTITUTE, N.O. APRIL 2015-AUGUST 2015

QUALITY CONTROL RESEARCH ASSISTANT, TOBACCO FREE LIVING (TFL) - CONTRACT

- Set gold standards for reliable data collection and train, monitor, and evaluate research assistants.
- Perform data analysis, evaluation, interpretation, and report for the TFL Healthy Stores Point-of-Sale study, which annually conducts research on tobacco products and their prices, promotion, and placement in "corner stores," to understand correlation with tobacco use.
- Design and conduct qualitative evaluation for future e-cigarette research recommendations.

LA FAMILIA MEDICAL CENTER, SANTA FE APRIL 2013-SEPT. 2014

COORDINATOR, RACIAL & ETHNIC APPROACHES TO COMMUNITY HEALTH (REACH)

- Co-develop & coordinate programmatic, communications, and evaluation objectives and activities for CDC work plan using community-based participatory research methods with lower-income, Latinx/Chicanx community members residing in food deserts in Santa Fe, NM.
- Coordinate community-based efforts, in collaboration with community health workers (CHWs), to improve access to nutritious foods and physical activity through policy, systems, and environmental changes. Objectives include:
    - Facilitate opportunities for dialogue and collaboration between policymakers and disenfranchised residents to improve built-environment in lower-income, Latinx neighborhoods, including a walkability assessment and storytelling techniques.
    - Successfully advocate to the Santa Fe Farmers Market institute to increase market presence in the Latinx-majority "southside" of Santa Fe, using a PhotoVoice project to demonstrate inequitable access to locally grown food.
    - Increase access to physical activity and nutritious foods in Title 1, Latinx-majority schools.
    - Conduct needs assessment and policy scan to identify facilitators and barriers to making healthy choices that may result in health disparities for the Latinx population in New Mexico.
    - Utilize multi-method storytelling techniques to provide civic-engagement opportunities to marginalized community members, including PhotoVoice, digital storytelling, round circles, and listening sessions.
    - Identify additional opportunity to strengthen food systems and built-environment, including spearheading a collaboration with MoGro (mobile grocery) to pilot a weekly, choice-based fresh produce box at La Familia Medical Center for patients and staff. Train CHWs to provide nutrition education to MoGro recipients through newsletters, cooking demos, and gardening classes.
    - Co-lead a trans-disciplinary coalition of community members, CBOs, public health entities, & policymakers to create collaborative synergy to successful support & achieve grant objectives.

LA MONTANITA CO-OP, SANTA FE JUNE 2012-OCTOBER 2013

ASSISTANT MANAGER

Responsible for purchasing, maintaining inventory, supervising staff, coordinating local vendors, ensuring customer/owner satisfaction, and store nutrition education programming.

SOLUTIENT, INC., SOUTH LOUISIANA JULY 2008-JULY 2009

GRANT MANAGER - CONTRACT

- Manage FEMA funds appropriated for Jefferson Parish residents to elevate and rebuild homes affected by flooding in Hurricane Katrina.
- Monitor contractor utilization of funds and progress in completing rebuilding and elevation projects for homeowners receiving assistance.
- Work closely with Jefferson parish accounting department to distribute funds appropriately to contractors. Advise homeowners on FEMA application process, including provision of appropriate documentation.

KAPLAN EDUCATIONAL CENTER (MULTIPLE LOCATIONS) NOV. 2001-JUNE 2004

INSTRUCTOR & OFFICE MANAGER

Teach GRE & MCAT classes and provide individual tutoring assistance at multiple locations. Manage central office in Charleston, SC.

VOLUNTEER EXPERIENCE

- Crescent City Farmers Market Food Systems Programs (2017 – 2020)
- Tobacco-Free Living LGBTQ Advisory Board, Louisiana Public Health Institute (2018 – 2020)
- Researcher, Louisiana Public Health Institute (2015)
- Program Evaluator, Backyard Gardeners Network (2014 – 2016)
- Co-founder & Manager, LSU School of Public Health Sustainability & Community Garden Programs (2014 – 2016); Staff Advisory Board (2017 – 2020)
- Community Nutrition Programs, Second Harvest Food Bank (2012)
- Clinical Nutrition Support, Kindred Long-term Acute Care (2011)
- Nutrition Services Support, Belle Vie Assisted Living Center (2011)
- NO/AIDS (now Crescent Care) Fundraising Organizer (2005 – 2006)
- Reading and Math Assistance Programs, Warrior Academy Institute, rural Alabama (2004 – 2005)
- Medicaid Patient Navigation, Sunflower Rural Health Clinic, rural Mississippi Delta (2001)

TRAINING, AWARDS, MEMBERSHIPS, & CERTIFICATIONS

- Guaranteed Income Community of Practice (2023)
- New Mexico Public Health Association, member & presenter (2013-2014, 2020-present)
- American Public Health Association, member & presenter (2013-present)
- Embodied Leadership I & II; Somatics, Trauma, & Resilience leadership training: Strozzi Institute (2019-2020)
- Practice Facilitation training: HealthTeamWorks (2019)
- Organizational Effectiveness [grantee leadership development] cohort; Greater New Orleans Foundation (2017-2019)
- Louisiana Public Health Association, member & presenter (2014-2020)
- Nutrition and Dietetic Technician, Registered (2012-2018)
- Alumni Circles of Excellence award: Delgado Community College (2015)
- Anti-Oppression training: Navajo Nation/ New Mexico Public Health Association (2014)
- Digital Storytelling training: Arizona Story Center, National REACH Coalition (2013)
- PhotoVoice training: New Mexico Agriculture Extension Offices (2013)
- Louisiana Dietetic Association, member (2010-2012); Dietetic Technician Student of the Year (2012)

~Co-owner, Major Acre Farm (IG @majoracrefarm)

~Limited Spanish proficiency~

Sergio Mata-Cisneros

Phone: [redacted] | Email: [redacted]

PROFESSIONAL EXPERIENCE

Hollis Public Affairs, New York, NY
Director of Special Projects December 2022 – Present

- Analyzes and monitors policy, legislation, and regulatory activities at the local, state, and federal government levels
- Develops strategies and implements government and community relations campaigns for multinational, Fortune 50 companies and non-profits.
- Drafts political, public affairs, and crisis communications, including strategic plans, legislative memorandums, testimony, and policy, both internal and external
- Systematizes and advises on large-scale development projects, performing strategic outreach and providing competitive intelligence
- Establishes and maintains relationships with elected officials, community stakeholders, and public interest groups

Bread for the World, Washington, DC
Advocacy & Policy Analyst June 2020 – December 2022

- Responsible for tracking and analyzing legislation and policies relating to poverty, hunger, tax credits, immigration, and criminal justice.
- Lobby for and promoted Bread's policy positions by organizing, facilitating, and engaging in lobby visits and other forms of contact with Congress.
- Worked cross-functionally with the Organizing Department to host 29 listening sessions with 730 participants in key states to develop Bread's farm bill platform and traveled to recruit and develop relationships with community leaders in strategic states like West Virginia, Arkansas, New York, New Mexico, and North Carolina so they could join our advocacy.
- Research and prepare content for Bread's grassroots network and website, including legislative analyses, blog posts, factsheets, action alerts, and other relevant materials
- Contribute policy expertise to media publications such as CNN, Politico, HuffPost, and The Atlanta Journal Constitution.
- Co-chaired the Domestic Human Needs Working Group, a coalition of 30 organizations by leading lobby visits, developing advocacy strategies, and coordinating other engagement efforts

Friends Committee on National Legislation, Washington, DC June 2019 – June 2020
Program Assistant for Young Adult Outreach

- Helped plan a conference called Spring Lobby Weekend (SLW) that focused on lobbying and climate change with 500 young adult participants and 100 lobby visits to Congress
- Developed and executed a robust recruitment plan, sending FCNL representatives to 40 college campuses to recruit students for SLW and conduct lobby trainings on climate change
- Facilitated an intensive ten-day training program on constituent lobbying and gun violence prevention for 20 young adult organizers from around the country
- Coordinated with the communications department to develop a strategic plan for communications and marketing for FCNL's young adult constituents, including email correspondence, texting, and social media

Somos Un Pueblo Unido, Santa Fe, NM January 2019 – May 2019
Legislative Fellow

- Drafted action alerts and helped build a grassroots campaign to help pass four pieces of state legislation, including increasing the state minimum wage and expanding states renewable energy standards
- Supported the organizing and planning of Immigrant and Worker Action Day at the legislature
- Translated committee hearings at the New Mexico Legislature from English to Spanish for the organization's constituency

EDUCATION

Bachelor of Science in Political Theology
Houghton University, Houghton, NY

Resume of Daniel Alan Painter AICP



EDUCATION:
University of Colorado, B.A. in Liberal Arts (Geography major) 1983
University of Colorado, M.A. in Urban and Regional Planning 1989
City of Longmont Supervisor Training Certificate
ARCInfo Training - Sections 1 & 2
ARCView GIS Training – Sections 1 & 2
ARCGis – Sections 1 & 2
Numerous other training classes, seminars, webinars and conference sessions related to land use planning, transportation, computer programs and other professional improvement subjects

AFFILIATIONS:
Member of American Planning Association (APA)
Member of American Institute of Certified Planners (AICP)
Virginia Chapter of the American Planning Association, Vice-President of Sections (2008 to 2011)

EXPERIENCE:

- January 2011 to April 2017 (Retired); District Planning Manager with Virginia Department of Transportation, Culpeper, Virginia
- July 2008 to December 2009; Senior Planner/Project Manager with ATCS, PLC, Dulles, Virginia
- July 2005 to July 2008; Senior Planner/Project Manager with Dewberry and Davis, Inc., Culpeper & Fairfax, Virginia
- January 2001 to July 2005; Planning Director with the City of Manassas Park, Virginia
- September 1999 to January 2001; Transportation Planner/ Traffic Engineer with the City of Charlottesville, Virginia
- June 1994 to September 1999; Planner III/Transportation Planner with the City of Longmont, Colorado
- January 1990 to June 1994; Principal Planner with Clark County, Nevada
- April 1985 to January 1990; Transportation Planner with the City of Boulder, Colorado
- June 1983 to April 1985; Transportation Planner with Jefferson County, Colorado

RESPONSIBILITIES:

- **District Planning Manager** with Virginia Department of Transportation (VDOT) located in the Culpeper District office. I supervise one employee who is a district planner. I am responsible for providing support to the Charlottesville-Albemarle MPO and the National Capital Region Transportation Planning Board (MPO) as well as the Thomas Jefferson Planning District Commission and the Rappahannock Rapidan Regional Planning District Commission. Other responsibilities include reviewing Transportation Impact Analyses (TIA) and project plans for development proposals that are submitted to the jurisdictions within the Culpeper District; reviewing and issuing comments on proposed Virginia Outdoors Foundation easements; compiling priority lists of future district road projects – these lists are used in preparation of the Six-Year Improvement Program; preparation and maintenance of the planning division's budget and other related budgets; represent VDOT at meetings with local elected officials and jurisdictional staffs and citizens; serve as District's Bicycle and Pedestrian Coordinator; and preparing preliminary designs for potential roadway projects. I was a recipient of an Outstanding Employee Award for Teamwork in 2012 for working with a group of VDOT employees on drafting and implementing the Chapter 870 (legislation pertaining to secondary street acceptance, access management, land use permits and traffic impact analysis).

- **Senior Project Manager** with ATCS, PLC. I was the senior project manager for the transportation planning division of the ATCS in their Sterling, VA office. I supervised the work of as many as six planners and engineers working on a variety of projects. My responsibilities included preparing the Transportation Management Plan (TMP) for the I-95/I-395 HOT Lanes Project which is one of the Virginia Department of Transportation (VDOT) Northern Virginia Megaprojects that ATCS managed. I also managed the review of the TMPs for all Base Realignment and Consolidation (BRAC) projects which were also VDOT Megaprojects. I supervised the tracking of all charges on the $8.0 million Traffic Operation and Management Plan section of the Annual Work Program for the VA Megaprojects. My responsibilities also included preparing proposals for other pursuits and managing several other transportation projects which included the West Nursery Road Corridor Study for Anne Arundel County, Maryland and the East Street Pedestrian Crossing Project for Frederick, Maryland.

- **Senior Planner/ Project Manager** with Dewberry and Davis, Inc. I was the lead planner and directed the planning related services that our office offered to our clients in Culpeper County, VA. I managed rezonings, an amendment to a comprehensive plan and subdivisions through the entire preparation, review and approval processes. I designed: a project with 250-residential lot, 800,000 SF of commercial uses and a 12-acre school site; a 5-acre parcel with two hotels; a 167-acre site with approximately 550 townhouse units; and a 320-unit single-family detached subdivision. I direct the work of up to five planners, engineers and engineering technicians when working on a project.

As senior planner I was involved with marketing efforts and prepared proposals in response to Requests for Proposals. I met with potential clients to discuss their projects and our services and how we would undertake the processing and securing approval for their projects. I prepared and tracked the budgets for all planning projects. I monitored the amount of time that employees spent on projects and delegated work assignments.

Dewberry is under contract with Federal Emergency Management Agency (FEMA) to assist them when there are major catastrophes. I volunteered for a three-month assignment in late 2005, in Louisiana, and was assigned to the Public Assistance (PA) program. This assignment involved working with local governmental agencies by documenting and assessing damage caused by Hurricane Katrina. For this assignment I completed several FEMA classes including FEMA Operations I & II. My last assignment with Dewberry was in the Hazard Engineering Department. As a project manager, I supervised the processes of converting existing FEMA Flood Insurance Rate Maps (FIRMs) into digital format (DFIRMs).

- **Planning Director** with Manassas Park, Virginia. My responsibilities included the processing of all land development applications including comprehensive plan amendments, rezonings, subdivisions, site plans, and erosion and sediment control plans and coordinate the activities of the development review team. I was responsible for promoting the economic development of the city. I managed the development of a mixed-use town center project that was developed property owned by the City. This included the preparation of a development guide for the project by leading a committee of elected and appointed officials and residents of the city. The Park Center Development Guideline was recognized by the Virginia Chapter of the American Planning Association and awarded the 2003 Outstanding Plan Award at that organizations annual conference.

  I led the Planning Commission through a year and a half long process to rewrite the City's Comprehensive Plan. I drafted numerous revisions to the City's Zoning Ordinance. I led the work on preparing a citywide trail plan with assistance from the Park and Recreation Department. I implemented a Geographic Information System (GIS) and managed a consultant contract for the development of the database. I was responsible for the preparation of the annual Capital Improvements Program (CIP) and presenting it to the Planning Commission and the Governing Body. I staffed the Planning Commission meetings, prepared their packets and presented agenda items to them. I represented the City on numerous regional committees and planning groups.

  I supervised one zoning inspector and several consultants groups that performed work for the City. I worked closely with the City's Building Inspection Department and Public Works Department.

- **Transportation Planner** with the City of Charlottesville, Virginia. This was a senior planner position in the Neighborhood Development Services and combined the positions of planner, transportation planner and traffic engineer. My most notable accomplishment at this position was the planning, design and construction management of a traffic-calming project on Park Street, a critical access route through a historic area into the downtown district. This project included a series of six (6) neckdowns or chokers that effectively reduced the speed of vehicles traveling along this heavily traveled route.

  My other responsibilities included the review of development proposals, working with neighborhood groups to plan and design traffic calming measures that would be effective in their neighborhoods, being a member of a task force of senior city employees tasked with examining infrastructure issues and developing approaches for addressing them. I coordinated with the University of Virginia's Architect and his staff on transportation issued that impacted the roads around and through the University grounds.

- **Planner III/Transportation Planner** with the City of Longmont, Colorado. Longmont was experiencing very rapid growth during the time I was employed there. I was in a senior planner position and was responsible for managing many annexations, rezonings, site plan reviews, special use reviews and other development related projects. I also functioned as the city's transportation planner and reviewed all development projects, including those that were managed by other staff planners. I implemented a regional transportation demand model called MINUTP that was used to validate the future land use projections in the comprehensive plan and to plan for appropriate streets to accommodate the planned growth. I represented the city in numerous regional task forces including both those in Boulder County and Denver. I prepared and presented many reports to both the planning commission and the city council.

- **Principal Planner** with Clark County, Nevada. This position was in the Long-Range Planning Division. In this position I served on a bi-state commission investigating the feasibility of constructing a high-speed (MagLev) train between Las Vegas, Nevada and Anaheim, California. I worked closely with one of the County Supervisors on this project for several years. I also was involved with the drafting of area studies for the specific sections of Clark County. Some of these areas were urbanized and many were rural. I was the lead on some of these studies and worked with teams of planners assigned to each area. My responsibilities also included representing the County on regional committees and task forces that were primarily involved with transportation issues. With the rapid growth that Las Vegas and Clark County were experiencing during the time of my employment, transportation was the Number One planning/growth related issue. I was involved with encouraging the use of alternative modes on transportation and was part of a regional team that planned a bicycle and pedestrian trail system for Clark County in the area surrounding Las Vegas.

- **Transportation Planner** with the City of Boulder, Colorado. My responsibilities included the review of all proposed development projects for the public works department, field inspections of transportation projects, preparation of the annual Capital Improvement Program, managing a capital budget, supervision of an assistant planner, serving on various local and regional task forces concerned primarily with transportation issues. I represented the City at technical committee meetings of the Denver Regional Council of Governments.

- **Transportation Planner** with Jefferson County, Colorado. My responsibilities included the review of proposed development projects and the construction plans of transportation projects. I developed a process for determining locations where abnormally high levels of accidents were occurring based on standardized set of expected accident levels for similar locations. The findings of this process were used in the preparation of an annual report called the "High Frequency Accident Locations Report" which was used to determine which locations would be selected for improvement funding the next year. I development an annual traffic count program for the County. I also represented the County on regional transportation forums.

AWARDS & CIVIC INVOLVEMENT

- 2020 – present, City of Santa Fe Board of Adjustment
- 2018, Santa Fe County Transportation Impact Fee Committee
- 2019, Santa Fe County Transportation Advisory Committee (TAC)
- 2019 – present, Pueblo Del Sol HOA Board Member, Santa Fe, NM
- 2016, Outstanding Employee Award for Innovation, VDOT
- 2013-2014, Election Official, Madison County, VA
- 2012, Outstanding Employee Award for Teamwork, VDOT
- 2009 - 2017, Councilman for Town of Madison, VA Town Council
- 2009, Planning Commission member, Town of Madison, VA
- 2007- 2008, Board member of the Brandy Station Foundation
- 2003, Virginia Chapter of the American Planning Association Outstanding Plan Award for the Park Center (Town Center) Development Guidelines
- 1994-1996; Chairman and member of the Whispering Meadows Home Owners Association in Lafayette, Colorado
- 1984-1987; Chairman of the Town of Erie, Colorado Planning Commission



COLEEN DEARING

[redacted]

SUMMARY

Licensed in New Mexico since 2000, my focus has always been on staying informed in order to protect my clients' best interest. It is our responsibility to stay up to date on legal changes, education, and local events that may affect both value and marketability of property. I also believe in service, both to my community and to my industry. I strive to be the Industry Expert wholly dedicated to giving my clients "First Class" professional service and honest advice, enabling them to make sound financial decisions in the sale and purchase of real estate.

HIGHLIGHTS

Experienced Listing & Selling Broker
Graduate Realtor Institute (GRI)
Excellent communicator
e-PRO and Santa Fe Specialist (ePRO SFeS)
Certified Negotiation Expert (CNE)
Accredited Short Sale and Foreclosure Resource (SFR)
Highly professional Honest and ethical
Senior Real Estate Specialist (SRES)
Tech-savvy
Certified Residential Specialist (CRS)
Efficient and Productive

ACCOMPLISHMENTS

- 2024 President New Mexico Association of Realtors
- 2012 Santa Fe Realtor of the Year
- Santa Fe Association of Realtors
- 2014 President Santa Fe Association of Realtors
- 2010-2014; 2019-2020; 2022-23 SFAR Board of Directors
- 2008-Present Government Affairs Committee (Chair 2010-2011, 2015)
- 2009-2015 Education Committee
- 2008-Present MLS Committee (Chair 2012; 2019-2020; 2022-23)
- 2010-Present Grievance Committee
- 2010-Present SFAR Professional Standards Committee (Chair 2021,2024,2025)
- 2010-Present NMAR Professional Standards Committee
- 2012-Present Bylaws Committee
- 2011-13 Technology Committee

New Mexico Association of Realtors

- 2024 President
- 2023 President Elect
- 2022 First Vice President
- 2012-2016; 2020-Present Legislative Committee (Chair 2016; 2022-23)
- 2015-2016 RPAC Trustee

- 2012-2016, 2023-Present Stanley H Mathis Trustee Renamed in 2024 to New Mexico Real Estate Education Fund (President 2013)
- 2009-2015; 2021-Present NMAR Board of Directors
- 2012-2015 Professional Education Committee (Chair 2015)
- 2012-Present Professional Standards Committee (Chair of Grievance Sub Committee 2020)

New Mexico Real Estate Commission
- 2012-2016 Education Steering Committee (Chair – 2014-15)
- 2013-14 Rules Task Force

Women's Council of Realtors (2009-Present) 2011 President SF Chapter

National Association of Realtors
- 2015 Federal Financing & Housing Policy Committee
- 2021-Present Multiple Listing Policy and Issues Committee

Volunteer work 2009-Present
- Quota Santa Fe - benefitting NM School for the Deaf and Santa Fe Youth Shelters
- Habitat for Humanity
- American Cancer Society

EXPERIENCE

BARKER REALTY LLC Santa Fe NM 2015 - Associate Broker
COLDWELL BANKER TRAILS WEST REALTY, LTD Santa Fe, NM 2000-2015 Associate Broker
Back up QB (qualifying broker) when QB out of office
Top Producer past 15 years
FRENCH & FRENCH FINE PROPERTIES Santa Fe, NM 1996-98 Office Manager
Responsible for overseeing staff and office operations at main office plus 3 satellite locations
COLDWELL BANKER TRAILS WEST REALTY, LTD Santa Fe, NM 1995-96 Office Manager
Managed staff and office operations
NEW MEXICO REPERTORY THEATRE Santa Fe, NM 1986-1995 Assistant to the Artistic Director
Started as Box Office Mgr and moved through several positions until this one.
LORT D Professional Equity Theatre Company.
CREEDE REPERTORY THEATRE Creede, CO 1985 and 1986 Seasons Box Office Manager
Seasonal - Summer True Repertory (6 shows rotating during season) May-Sept 1985 and 1986

EDUCATION

BACHELOR OF ARTS:
Adams State College, Alamosa, CO, USA
BA's earned in Psychology, French, Speech/Theatre, Minor field of Study in History/Government
Graduated Magna Cum Laude
HIGH SCHOOL DIPLOMA Alamosa High School Alamosa Colorado

REAL ESTATE CERTIFICATIONS

Santa Fe Specialist
Certified Residential Specialist
Certified Negotiation Expert
Ombudsman Training
Graduate Realtor Institute
ePRO Specialist
Resort Second Home Specialist
Green Designation
Distressed and Foreclosure Specialist
Senior Representation Specialist
Accredited Buyers Representative
Seller Representative Specialist

CECILIA RIOS

[redacted]

January 14, 2025

Hand Delivered

The Honorable Alan Webber
Mayor, City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87504

Re: Reappointment to Historic Districts Review Board

Dear Mayor Webber:

I would like to be considered for reappointment to the City's Historic Districts Review Board ("H Board").

As a long-time member of the H Board and as a native Santa Fean, I bring many years of invaluable experience to this Board. In addition to my local perspective, my experience also provides valuable institutional memory to the body. I am interested in continuing to contribute positively to the principles of the H Board, for the benefit of our great city and its citizens. I am committed to the preservation of our unique cultural heritage and our built environment, and serving on the H Board affords me the opportunity to accomplish this.

I would be honored to continue serving on the H Board and will work hard to uphold the ordinance, while treating all our citizens who come before the Board with due respect. I believe my expertise will benefit the citizens of Santa Fe in a positive way.

Thank you for your consideration.

Very truly yours,

S/
Cecilia Rios

cc: Heather Lamboy, Director, Planning & Land Use
Gary Moquino, Division Manager, Historic Preservation Office

Madeleine Aguilar Medrano, PLA

Santa Fe, NM

[redacted]

Experience

National Park Service / Landscape Architect

2023 - Present, Santa Fe, NM

- Serve as a landscape architect on interdisciplinary teams for national park planning projects such as concept plans, visitor use management plans, and environmental compliance documents.
- Ensure planning projects align with federal laws, environmental regulations, and NPS policies.
- Oversee public involvement initiatives, representing NPS at public meetings, addressing stakeholder concerns, and facilitating engagement.
- Conduct landscape analysis to support sound planning decisions, balancing environmental, social, and economic factors.

Surroundings / Associate Landscape Architect

2021 - 2023, Santa Fe, NM

- Led multidisciplinary design teams of landscape architects, civil engineers, architects, structural engineers, environmental engineers, planners, and wayfinding specialists, supervising staff and interns.
- Managed up to 8 projects concurrently, overseeing schedules, budgets, and deliverables.
- Designed, produce, and manage schematic design, design development, and construction documents.
- Led/manage bid procurement, construction walk-throughs, reviews, and adherence.

Surroundings / Project Manager

2016 - 2021, Santa Fe, NM

- Created analysis with associate diagrams/maps: drainage, slope, circulation, shade, viewsheds, context, and land use.
- Led the creation of illustrative sections, elevations, plans, and 3D models.
- Created phasing strategies and cost estimates.

Capital Master Plan / Planner I

2014 - 2015, Albuquerque, NM

- Conducted space utilization and facility needs assessments for a major school district.
- Gathered and analyzed student enrollment data for planning purposes.
- Assisted in preparing long-term projections and facility improvement strategies.

Education

University of New Mexico/ Master of Landscape Architecture

Albuquerque, NM

University of New Mexico/ Bachelor of Environmental Planning & Design

Albuquerque, NM

Scott Cherry

March 7 2025

Resume of experience and qualifications to serve on the City of Santa Fe Historic Design and Review Board

Experience and Qualifications

- 2007 to Present- owned and operated, Lightfoot inc a Design Build company in Santa fe NM specializing in historic restoration and new construction with natural and traditional building materials and Historic window and door restoration
- Certified City of Santa Fe Window Assessor since 2018
- Past President Santa Fe Area Home Builders Association and active board member since 2012
- 2020 City of Santa Fe Historic Preservation Award for the restoration of the Donicio Vigil house at 512 Alto St Santa Fe NM
- 2021 City of Santa Fe Historic Preservation Award for the restoration of the B.J.O Nordfelt house at 460 Camino De Las Animas a Nationally registered historic structure
- 2020 Parade of Homes Grand Hacienda Winner for the Historic Restoration of the Donicio Vigil house at 512 Alto St Santa Fe NM
- 2022- People's Choice
- 2022- Best Craftsmanship
- 2022- Outdoor Living Space
- 2022- Best Master Suite
- 2022- Best Innovation
- 2022- Best Design
- 2022- Best in Show Santa Fe Traditional
- 2020 - Most Innovative
- 2018 - Recognition of Outstanding Service as President of the Board of Directors
- 2017 - Exceptional Integration of Old & New in Historic Remodel
- 2017 - Best Craftsmanship
- 2017 - Santa Fe Home Builder Association, Green Builder of the Year
- 2010- US Green Building Council, Best of Show
- Active Member Chapter 14 historic code rewrite committee
- Active Member City of Santa Fe Code interpretation committee
- Carpenter

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Ms. Elizabeth J. Travis, Esq., MSSM

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EDUCATION:

J.D. (2000) University of the Pacific, McGeorge School of Law, Sacramento, CA
M.S. (1993) University of Southern California, Los Angeles, CA (SystemsManagement/Engineering)
B.A. (1984) St. John's College, Santa Fe, NM (Liberal Arts)

LICENSES AND CERTIFICATIONS

New Mexico State Bar license #21821; California State Bar license #210045 (inactive)
Mediation, New Mexico Theory and Practice (University of New Mexico School of Law)
Mediation Professional (Strauss Institute, Pepperdine School of Law, Mediation Program for LACo)
Certified Integrated Resource Manager (APICS, Educational Society for Resource Management)

LEGAL EXPERIENCE

ATTORNEY AND COUNSELOR AT LAW: 2000 ~ Present

E.J. Travis Law and Management Services, Owner (1/2025 to present), Santa Fe, NM

Provide legal services as a neutral, hearing officer and mediation/settlement facilitation and to clients seeking transactional services, including legal and management services focused on crafting complete business solutions for small and non-profit business clients.

New Mexico Department of Transportation, Office of General Counsel (5/2008 to 12/2024) Santa Fe

Deputy General Counsel, Operations (highway construction) and Finance practice group supervisor with management responsibilities for attorney and legal staff positions, up to 4 full-time employees (FTE), including hiring and performance management duties. September 2012 to December 2024. Represented the Department before the State Transportation Commission, courts, administrative claims boards, hearing officers, and in mediations. Lead counsel for administrative, civil litigation and appellate cases involving bidding disputes, construction claims, contractor suspension and debarment, and water law matters. Provide counsel to clients on a variety of issues related to highway construction, contracts and procurement, program funding and appropriations, annual contingent liability reporting, IPRA and Open Meetings Act, federal regulations and federal program compliance. Special emphasis on alternative project delivery methods, including Design Build and Construction Manager General Contractor. Draft legislation and regulations, review and prepare bill analyses, and assist other agencies as assigned by the Cabinet Secretary or General Counsel.

Assistant General Counsel, May 2008 through September 2012. Lead and co-counsel for diverse litigation caseload ranging from construction delay claims, bid protest appeals, regulatory program and IPRA challenges. Participated in discovery, witness preparation, IPRA document review. Drafted pleadings, opinion letters and other presentations related to construction, contracts, procurement, environmental and federal programs. Provided legal guidance to the claims review boards and hearing officers. Represented the Department on the Governor's Waste Isolation Pilot Project (WIPP) task force. Served on the Department's specifications drafting committee and contractor prequalification program revision drafting and rulemaking teams.

Santa Fe County, Office of the County Manager/Attorney's Office, Strategic Planner and Assistant County Attorney (3/2006 through 4/2008) Santa Fe, NM.

Strategic Planner. Supported the County Manager and worked collaboratively with all department heads to design and implement the county strategic plan, including assessment measures. Participated in the development of the county's Integrated Growth Management plan, including infrastructure, policy making, and coordination of public-private partnerships to achieve regional resource management.

Assistant County Attorney. Counseled elected officials, department heads and staff on diverse legal matters including: taxation, elections, land use, water projects, procurement of goods and services, joint powers agreements, and ordinance drafting. Successfully represented the county in administrative proceedings and litigation ranging from code compliance actions, property tax valuation protests, liability and land ownership disputes. Drafted ordinances, resolutions, contracts and policies. Active participation in joint city/county/private partner design-build water project including drafting the RFP, contract and responses to federal agencies.

E.J. Travis Law and Management Services, Owner (1/2005 through 3/2006), Santa Fe, NM

Provided legal and management services focused on crafting complete business solutions for small and non-profit business clients. Clients included personnel service, engineering, survey, real estate development, and medical arts/health care firms. Pro-bono work with the Small Business Development Center at the Santa Fe Community College advising and training related to business formation and contract negotiation for program participants.

Law Office of David S. Baumwohl, P.C., (5/2002 through 11/2004) Mammoth Lakes, CA

Transactional practice with occasional litigation, primarily focused on business and employment law, local government, non-profit, planning and zoning client representation. Some estate planning work. Clients included Mammoth Mountain Ski Area (MMSA), Southern Mono Healthcare District (aka Mammoth Hospital), and the Mammoth Lakes Foundation. Pro-bono civil matter guidance for MMSA employees.

OTHER WORK EXPERIENCE

ASSISTANT DIRECTOR - LAW SCHOOL ADMISSIONS: 2000 THROUGH 2002
University of the Pacific, McGeorge School of Law, Sacramento, CA

Managed an office staff of 3 FTE, plus a temporary staff of 2 student recruiters and part-time student aides. Planned and implemented nationwide recruiting campaigns designed to increase applicant pool and rankings. Increased the non-traditional student base and improved the median LSAT for incoming class by 2 points. Developed targeted program marketing involving extensive interaction with prospective students, parents, alumni, higher education professionals and members of the legal community. Additionally, performed pro-bono legal services (2000 through 2002) concurrent with Assistant Director position through the Sacramento County Bar Association - landlord/tenant guidance.

ENGINEERING AND MANAGEMENT: 1984 THROUGH 1996

Aluminum Company of America (ALCOA), Electronic Packaging Division (1994 through 1996), San Diego, CA -- Process and Logistics Engineer Specialist. Responsible for division-wide cost and productivity improvements through process reengineering activities, especially supply-chain and workforce utilization improvements. Realized significant company-wide cost savings through point-of-use delivery system design and implementation, as well as by revisions made to contracting/payment policies incorporating consignment theories. Project leader and facilitator for cross-functional process teams, averaging 7 to 12 separate department or user-group participants.

Northrop-Grumman Corporation, B-2 and Aircraft Divisions, (1986 through 1994) Palmdale and Hawthorne, CA - Industrial Engineer, Sr. and Production Control Management. Provided functional expertise and management direction for advanced military projects designed and developed to enhance business operations across the corporation's divisions. Completed strategic plans, productivity assessments, as well as performed hiring and division reorganization projects. Implemented systems incorporating flight test requirements with production build sequences. Direct management responsibility for 12 FTE and cross-functional oversight responsibility for two full shifts as the production control supervisor.

Rockwell International (now Boeing Co.), Space Shuttle and B-1 Divisions (1984 through 1986), Palmdale and Downey, CA - Statistical Analyst. Provided investigative analysis and reporting of production operations, constraints to launch, mission payload configurations and systems installations.

PUBLIC SERVICE AND PROFESSIONAL ORGANIZATION MEMBERSHIPS

New Mexico and California Bar; State Bar of NM Commissioner, District 1, (2017 to present); State Bar of NM Foundation Board President-Elect (2022 to present); NM Supreme Court Disciplinary Board Member (2019 to present); NM Supreme Court Client Protection Fund Commission (2025 to present); State Bar Ethics Advisory Committee (2015 to present); State Bar ADR Committee (2025 to present); "Bridge the Gap" mentor (2014 to present); First Judicial District Bar Assoc.; Oliver Seth Inn of Court Barrister (2017 to present); American Bar Association (ABA); ABA Foundation member; past member, Rotary International,Paul Harris Fellow

PRESENTATIONS, PUBLICATIONS, AND INTERNSHIPS

- 2024 NBI CLE "Attorney's Complete Guide to Experts in NM Civil Litigation" Ethical Considerations for working with Experts
- 2023 NBI CLE "Legal Ethics of Email:From Disclaimers to Data Breaches"
- 2023 NBI CLE "Litigating Civil Cases in NM" Legal Ethics "Avoiding Key Dangers"
- 2019 NBI CLE, "Troubleshooting Construction Project Legal Issues" Ethical Considerations
- 2019 NBI CLE, "Dirty Litigation Tactics: How to Deal with a 'Rambo' Litigator" & "Ethics-It's Legal but is it right?"
- 2019 Bridge the Gap CLE, Government Lawyer's Track, Civil Procedure and Ethical Rules for Gvt. Lawyers
- 2018 NBI CLE, "Civil Trials Start to Finish", two sections: Court Rules & Updates and Ethical Considerations
- 2017 State Bar of New Mexico, CLE program, "Mock Meeting of the Ethics Advisory Committee"
- 2013 New Mexico Annual Engineering Conference - "Construction Claims Under the New Division 100 Rule"
- 2012 NMWBA CLE program, "Who Is Your Client? Ethical Considerations Concerning Representation of Corporate and Institutional Clients"
- Elizabeth J. Travis, Note, *Federal Public Forest Law Update 1996-1999*, Sierra Nevada Forest Protection Campaign, Feb. 2000
- Law School Internship: (1999) Mono County Attorney's Office (Mammoth Lakes, CA)
- Law School internship: (1998) U. S. Department of Justice, environmental division (Sacramento, CA)

BILL J. KELLER

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OVERVIEW

Bill brings more than thirty years of experience (1991-2022) as a federal government auditor and analyst with the United States' Government Accountability Office (GAO). He has led more than sixty-five performance audits and for more than 15 years, supervised new staff to help them acclimate to their roles; learn the craft of yellow book audits; and produce objective, reliable, timely, and useful audit reports for Congress and interested public. In retirement, Bill works with the GAO's Center for Audit Excellence to train state and local auditors on Generally Accepted Government Auditing Standards (GAGAS) and mentors staff from international audit offices on International Standards for Supreme Audit Institutions (ISSAIs).

EXPERIENCE

Assistant Director — Education, Workforce, Income Security Issues. (2005-2022)

Bill provided expertise leading performance audits across a variety of topics including K-12 Education, Higher Education, overlap and duplication of federal education programs, public sector retirement programs, workforce and disability programs. Bill led GAO's annual auditing planning process for Department of Education programs and worked to ensure the plans would meet key congressional interests. As an Assistant Director, Bill led multiple audits with 3-4 staff each and guided them though evaluation design, message development, and report issuance. During the last decade of his career, Bill served in GAO's Adjunct Faculty —he taught classes on audit supervision and facilitated many Diversity and Inclusion programs. During his tenure in EWIS, Bill was awarded two Managing Director's awards for excellence in coaching and mentoring staff.

International Relations Director — Office of Strategic Planning and External Liaison (2014-2017)

Bill represented the Comptroller General of the United States with the international audit community. In this role, he coordinated senior executive level engagement on the International Organization Supreme Audit Institutions (INTOSAI) Working Groups, helped to ensure that U.S. government auditing standards were synchronized with the ISSAIs, hosted delegations from other countries' supreme audit institutions, briefed staff from other countries' parliaments on the role of GAO, and served as editor of the quarterly INTOSAI Journal .

Public Policy and Oversight Advisor — United States Senate Committee on Health, Education, Labor, and Pension (HELP) Committee (2013-2014)

Bill was detailed from GAO to work with Education Policy Staff on the HELP Committee and helped Committee staff craft researchable questions for GAO reviews and interpret the results from GAO reports. Committee staff also reviewed Inspector General's Annual Audit Plans to ensure they met the Committee's oversight needs.

Senior Analyst/Analyst — Strategic Issues (1991-2005)

Bill developed a body of work on key federal/state government oversight issues — block grant accountability, single audit issues, cash management issues, and the Government Performance and Results Act. He was awarded a meritorious service award for this body of work and a Managing Director's Award.

EDUCATION

The University of Texas at Austin; Masters in Business Administration (1991) — Finance and Accounting

St. Olaf College; Northfield, Minnesota Bachelors of Science (1982) — Spanish/Hispanic Studies