Agenda **Regular Meeting of the Finance Committee**
April 28, 2025 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Finance Committee Meeting

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Presentations
   a. Finance Department Staff Recognition (Emily K. Oster, Finance Director; ekoster@santafenm.gov)
6. Action Items: Consent Agenda
   a. Request for Approval of the April 07, 2025, Finance Committee Meeting Minutes. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

      Committee Review:
      Finance Committee: 04/28/2025

   b. Request for Approval of Amendment No. 1 to Construction Contract Item # 25-0013 with B&D Industries, Inc. to Increase Compensation by $11,363 for a New Total Amount of $488,380 Including NMGRT for Southside Library HVAC Replacement. (Spencer Schwartz, Public Works Project Manager II, smschwartz@santafenm.gov)

      Committee Review:
      Public Works and Utilities Committee: 04/21/2025
      Finance Committee: 04/28/2025
      Governing Body: 04/30/2025

   c. Request for Approval of a Construction Contract with B&D Industries, Inc. in the Total Amount of $5,409,375 Including NMGRT for On-Call Electrical Services through June 30, 2029. (Joshua Bohlman, Public Works Project Manager, jbohlman@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

d. Request for Approval of the Capital Appropriation Project Agreement C5243321 with the New Mexico Department of Transportation for the St. Michael's Drive Rail Trail Underpass in the Total Amount of $100,000 with a Reversion Date of June 30, 2028. (Romella Glorioso-Moss, Capital Projects Manager; rsglorioso-moss@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $100,000 from the Capital Appropriation Grant to Complete Streets Revenue and WIP Design for the St. Michael's Drive Rail Trail Underpass Project.

Committee Review:
Public Works & Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

e. Request for Approval of a Transportation Project Fund Grant Agreement with the New Mexico Department of Transportation in the Total Amount of $2,300,000 to Construct the Buckman Road Pavement Reconstruction Project Identified as HW2LP50060 through June 30, 2027. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager; rsglorioso-moss@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Grant Proceeds of $2,185,000 and Local Matching Funds of $115,000 from the Impact Fee Road Fund to FY 2025 Revenue and Expenses for the Construction of the Buckman Road Pavement Reconstruction Project.

Committee Review:
Public Works & Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

f. Request for Approval of a Construction Contract with TLC Santa Fe, LLC for the Replacement of HVAC System at the Santa Fe Regional Airport in the Total Amount of $404,288.03 Including NMGRT for a One-Year Term. (Sebastian Gallegos, Project Administrator; sfgallegos@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

g. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $119,949 from Wastewater Fund Balance to Repair and Maintenance System Equipment for the Paseo Real Wastewater Treatment Plant. (Leroy Alvarado, WW Management Division Operations Supervisor: lmalvarado@santafenm.gov and Michael Dozier, WW Management Division Director; mldozier@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

h. Request for Approval to Purchase a Filter Replacement for the Wastewater Treatment Plant for a Total Amount of $320,215 from Parkson Corporation. (Leroy Alvarado, WW Management Division Operations Supervisor: lmalvarado@santafenm.gov and Michael Dozier, WW Management Division Director: mldozier@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $320,215 from the Wastewater Fund Balance to Equipment & Machinery.

Committee Review:
Public Works and Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

i. Request for Approval of Professional Service Agreement with Intera, Inc. to Provide Regulatory Groundwater Monitoring, Soil Vapor Monitoring, and Other Environmental and Engineering Services for Frank Ortiz Park Landfill in the Total Amount of $1,298,250 for a Four-Year Term. (Sandra Gabaldon, Environmental Compliance Specialist: sgabaldon@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

j. Request for Approval of Amendment No. 1 to Item #23-0509 with AECOM Technical Services Inc. to Remove the Fiscal Year Compensation Amount Limits and Increase Compensation by $4,759,625 for a New Total Amount of $8,000,000 for Services Related to Dams and Geotechnical Engineering and General Engineering. (John Del Mar, Engineering Supervisor; jpdelmar@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

k. Request for Approval of Grant Agreement from the New Mexico Department of Health in the Amount of $818,387.10 for a Coordinated Community Response to Community Violence to Include but not Limited to Youth Violence and Gun Violence. (Julie Sanchez, Youth and Family Services Division Director; jjsanchez@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Budget $818,387.10 into FY25 Revenue and Expenses for a Coordinated Community Response to Community Violence.

Committee Review:
Quality of Life Committee: 04/23/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

l. Request for Approval of a Construction Contract with GM Emulsion LLC in the Total Amount of $3,314,913.68 Including NMGRT for the Construction of S100370 Agua Fria and Cottonwood Drive Intersection Improvements Project. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

m. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $2,925,700 to Increase Various Org and Objects Using FY25 Available Revenue in Excess of Budgeted Expenditures. (James Harris, Airport Director, jcharris@santafenm.gov; Kelly Bynon, Administrative Manager, kabynon@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/29/2025

n. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $255,000 from Parking Enterprise Fund Balance to Parking WIP Construction, Data Processing Equipment, and Vehicles for Repaving Water

Street Parking Lot, Railyard Garage Security Cameras, and an Electric Truck. (Steve Kaspan, Parking Division Director; spkaspan@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

o. Request for Approval of Amendment No. 2 to Professional Services Agreement Item #21-0522 with FCS Group, to Increase the Compensation by $60,000 for a New Total Amount of $696,052 Including NMGRT and to Extend the Term to October 1, 2025, for Rate Model Support On-Call Financial Services. (Sean Moody, Capital Projects Manager; sxmoody@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

p. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $90,000 Into FY25 Revenue and Expenses for Transitional Housing and Shelter Facilities for Victims of Domestic Violence. (Julie Sanchez, Youth and Family Services Division Director; jjsanchez@santafenm.gov)

Committee Review:
Quality of Life Committee: 04/23/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

q. Request for Approval of Amendment No. 1 to Item #24-0582 with Wells Fargo Bank to Extend the Term of the Master Banking Services Agreement through September 26, 2034. (Emily K. Oster, Finance Director; ekoster@santafenm.gov and Clarence Romero, Treasury Officer ; clromero@santafenm.gov)

Committee Review:
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

r. CONSIDERATION OF RESOLUTION NO. 2025____. (Councilor Carol Romero-Wirth, Councilor Signe Lindell, Councilor Jamie Cassutt, and Councilor Alma Castro) A Resolution Establishing a Plan for Use of Budgeted Funds to Study Hiring Council Staff. (Marci Eannarino, Legislation and Policy Innovation Manager; maeannarino@santafenm.gov)

Committee Review:
Governing Body (Introduced): 04/09/2025

Quality of Life Committee: 04/23/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2035

s. CONSIDERATION OF RESOLUTION NO. 2025-___. (Mayor Alan Webber, Councilor Jamie Cassutt, Councilor Amanda Chavez)
A Resolution Making a Finding of Necessity and Designating an Area Comprised of a Majority of the Midtown Local Innovation Corridor Overlay District as a Metropolitan Redevelopment Area. (Daniel Hernandez, Director of Metropolitan Development Agency; dahernandez@santafenm.gov and Carly Vendetti, Asset Development Manager, Metropolitan Development Agency; cavenditti@santafenm.gov)

Committee Review:
Governing Body (Introduced): 03/26/2025
Economic Development Advisory Committee: 04/02/2025
Quality of Life Committee: 04/02/2025
Public Works and Utilities Committee: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/30/2025

t. 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

7. Action Items: Discussion Agenda

8. Matters from Staff

9. Matters from the Committee

10. Matters from the Chair

11. Next Meeting: May 12, 2025

12. Adjourn

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

Regular Meeting of the Finance Committee
April 7, 2025 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue
MINUTES

---

1. Call to Order

The Regular Meeting of the Finance Committee was called to order by Councilor Romero-Wirth at 5:04 PM, on Monday, April 7, 2025, in the Council Chambers, CIty Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. Roll Call

MEMBERS PRESENT
Councilor Carol Romero-Wirth
Councilor Signe Lindell
Councilor Jamie Cassutt
Councilor Pilar Faulkner
Councilor Lee Garcia

MEMBERS EXCUSED

OTHER PARTICIPANTS ATTENDING
Emily Oster, Director, Finance Department

3. Approval of Agenda

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Cassutt, to Approve.

VOTE The motion Passed on a voice vote.

4. Approval of Consent Agenda

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Garcia, to Amend.

VOTE The motion Passed on a voice vote.

The following items were pulled for discussion:

- Item b
- Item m
- Item r
- Item s

5. Presentations

    a. Finance Department Staff Recognition. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

6. Action Items: Consent Agenda

    a. Request for Approval of the March 24, 2025, Finance Committee Meeting Minutes. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

    Committee Review:
    Finance Committee: 04/07/2025

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Garcia, to Approve.

VOTE The motion Passed on a voice vote.

    b. Request for Approval of General Service Contract with Vertosoft, LLC for the Purchase of OpenGov eProcurement Solutions and Implementation Services in the Total Amount of $550,236.73, Plus NMGRT, for a Five-Year Term. (Travis Dutton-Leyda, Purchasing Officer; tkduttonleyda@santafenm.gov)

    Committee Review:
    Finance Committee: 04/07/2025
    Governing Body: 04/09/2025

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Cassutt, to Approve.

VOTE The motion Passed on a voice vote.

    c. Request Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $150,000 from Paint and Sign Service Contracts to Streets and Roadways CIP WIP Construction for the St. Michael's Drive Intersection Improvements. (Jennifer Morrow, Complete Streets Division Director, jlmorrow@santafenm.gov)

    Committee Review:
    Public Works and Utilities Committee: 03/31/2025
    Finance Committee: 04/07/2025
    Governing Body: 04/09/2025

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Garcia, to Approve.

VOTE The motion Passed on a voice vote.

    d. Request for Approval of a New Mexico Department of Finance and Administration (DFA) General Fund 93100 Capital Appropriation Project Grant

24-I3136 in the Amount of $3,425,000 for Soccer Valley 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 $3,425,000 into FY25 Municipal Recreation Complex Capital Projects CIP Revenue and WIP Construction.

Committee Review:
Public Works and Utilities Committee: 03/31/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Garcia, to Approve.

VOTE The motion Passed on a voice vote.

e. Request for Approval of a New Mexico Department of Finance and Administration (DFA) General Fund 93100 Capital Appropriation Project Grant 23-H4259 in the Amount of $100,000 for Phase 2 Improvements at Southwest Activity Node Park (SWAN Park Phase II) with a Reversion Date of June 30, 2025. (Scott A. Overlie, Public Works Project Manager; saoverlie@santafenm.gov)

1. Request Approval of a Budget Amendment Resolution (BAR) to Allocate the DFA Funding in the Amount of $100,000 into FY25 Parks and Trails CIP Revenue and WIP Design.

Committee Review:
Public Works and Utilities Committee: 03/31/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Garcia, to Approve.

VOTE The motion Passed on a voice vote.

f. Request for Approval of a Grant Agreement with the US Department of Transportation Federal Transit Administration (FTA) for Section 5339 Funding for Public Transportation Capital Funding in the Total Amount of $146,402. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $172,240 with $146,402 from the FTA Grant and $25,838 in Required Matching Funds from the Transit Fund Balance to FY25 Transit

Grant Revenue and Vehicles.

Committee Review:
Public Works and Utilities Committee: 03/31/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Garcia, to Approve.

VOTE The motion Passed on a voice vote.

g. Request for Approval of a Grant Agreement with the US Department of Transportation Federal Transit Administration (FTA) for Section 5339 Funding for Public Transportation Capital Funding in the Total Amount of $166,924. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $205,337 with $166,924 from the FTA Grant and $38,413 Matching Funds from the Transit Fund Balance to FY25 Transit Grant Revenue, WIP Design, and Vehicles.

Committee Review:
Public Works and Utilities Committee: 03/31/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Garcia, to Approve.

VOTE The motion Passed on a voice vote.

h. Request for Approval of a Grant Agreement with the US Department of Transportation Federal Transit Administration (FTA) for Section 5339 Funding for Public Transportation Capital Funding in the Total Amount of $143,017. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $178,772 with $143,017 from the FTA Grant and $35,755 Matching Funds from Transit Fund Balance to FY25 Transit Revenue and WIP Design.

Committee Review:
Public Works and Utilities Committee: 03/31/2025
Finance Committee: 04/07/2025
Governing Body:04/09/2025

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Garcia, to Approve.

VOTE The motion Passed on a voice vote.

i. Request For Approval of Amendment No. 2 to Item #24-0350 with the New Mexico Department of Transportation (NMDOT) Aviation Division Grant #SAF-24-01 to Increase Compensation by $269,180 for a New Total Amount of $6,869,180 and to Extend the Expiration Date to June 30, 2026, for Air Service Terminal Expansion and Infrastructure Improvements. (James Harris, Airport Director, jcharris@santafenm.gov and Kelly Bynon, Administrative Manager, kabynon@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $269,180 to Increase WIP Construction Fund Using NMDOT Funding for Airport Infrastructure and Airport Terminal Project.

Committee Review:
Public Works and Utilities Committee: 03/31/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Garcia, to Approve.

VOTE The motion Passed on a voice vote.

j. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $541,578 to Increase WIP Construction, Vehicles Under 1.5 Tons, and Additional Operating Categories with Funding from Airport Rescue Grant 3-35-0037-057-2021. (James Harris, Airport Manager; jcharris@santafenm.gov and Kelly Bynon, Administrative Manager; kabynon@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 03/31/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Garcia, to Approve.

VOTE The motion Passed on a voice vote.

k. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,503,000 to Increase WIP Construction and Equipment Over $5K Using FY25 Airport Revenue in Excess of Budgeted Expenditures for the Purchase of Generators, HVAC, and the Airfield Marking Project that is Required by the Federal Aviation Administration. (James Harris, Airport

Director, jcharris@santafenm.gov; Kelly Bynon, Administrative Manager, kabynon@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 03/31/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Garcia, to Approve.

VOTE The motion Passed on a voice vote.

l. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $76,000 from the Water Enterprise Cash Fund to Water Engineering Software Over $5k for Predictive Water Main Failure Software. (Taylor Jurgens, Engineer: trjurgens@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 03/31/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Garcia, to Approve.

VOTE The motion Passed on a voice vote.

m. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $794,164 from Lodgers Tax Fund Balance to the Arts and Culture Department FY25 Budget for Ongoing Arts and Culture Initiatives and Greer Garson Theater Feasibility Study. (Chelsey Johnson, Arts and Culture Director; cxjohnson@santafenm.gov)

Committee Review:
Quality of Life Committee: 04/02/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Garcia, to Approve.

VOTE The motion Passed on a voice vote.

n. Request for Approval of the Grant Agreement with the New Mexico Environment Department in the Total Amount of $160,000 for the Capital Project SAP 24-I2458-GF Vereda de Valencia Stormwater with a Reversion Date of June 30, 2028. (Zoe Isaacson, River and Watershed Manager; zrisaacson@santafenm.gov)

1. Request for Approval of the Memorandum of Understanding with North Central New Mexico Economic Development District for Fiscal Agent Services Related to Capital Project SAP 24-I2458-GF.

2. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $160,000 from the Capital Appropriation Grant SAP 24-I2458-GF for Vereda de Valencia Stormwater to FY25 Stormwater Revenue and WIP Design.

Committee Review:
Public Works and Utilities Committee: 03/31/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Garcia, to Approve.

VOTE The motion Passed on a voice vote.

o. Request for Approval of the Grant Agreement with the New Mexico Environment Department in the Total Amount of $210,000 for the Capital Project SAP 24-I2457-GF Jemez Road Sewer with a Reversion Date of June 30, 2028. (Fred Heerbrandt, PE, Wastewater Engineering Supervisor, pfheerbrandt@santafenm.gov)

1. Request for Approval of the Memorandum of Understanding with North Central New Mexico Economic Development District for Fiscal Agent Services related to Capital Project SAP 24-I2457-GF.

2. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $210,000 from the Capital Appropriation Grant SAP 24-I2457-GF for Jemez Road Sewer to FY25 Wastewater Utility Revenue and WIP Construction.

Committee Review:
Public Works and Utilities Committee: 03/31/25
Finance Committee: 04/07/25
Governing Body: 04/09/25

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Garcia, to Approve.

VOTE The motion Passed on a voice vote.

p. Request for Approval of Amendment No.1 to Item #24-0576 with GM Emulsion LLC. to Increase the Compensation by $1,000,000 for a New Total Contract Amount of $1,500,000 for Sludge Hauling. (Fred Heerbrandt, P.E., Engineering Supervisor, pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $1,000,000 from the WWMD Enterprise Fund to Service Contracts.

Committee Review:
Public Works and Utilities Committee: 03/31/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Garcia, to Approve.

VOTE The motion Passed on a voice vote.

q. Request for Approval of Amendment No. 1 to Item #24-0574 with Serrano Trucking, Inc. to Increase the Compensation by $1,000,000 for a New Total Contract Amount of $1,500,000 for Sludge Hauling. (Fred Heerbrandt P.E., Engineering Supervisor, pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,000,000 from the WWMD Enterprise Fund to the Service Contracts.

Committee Review:
Public Works and Utilities Committee: 03/31/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Garcia, to Approve.

VOTE The motion Passed on a voice vote.

r. Request for Approval of an Administrative Services Contract with Blue Cross and Blue Shield of New Mexico for Health Benefits Administration Services in the Amount of $23,054,885 for the First Year Excluding NMGRT and Total Amount of $92,219,540 Including NMGRT for the Term of the Four-Year Contract Based on Available Budget and Services Provided. (Bernadette Salazar, Human Resources Director; bjsalazar@santafenm.gov and Alvin Valdez, Benefits and Wellness Manager; aavaldez1@santafenm.gov)

Committee Review:
Quality of Life Committee: 04/02/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Cassutt, to Approve.

VOTE The motion Passed on a voice vote.

s. Request for Approval of a General Services Contract with University of New Mexico Anderson School Center for Responsible Entrepreneurship for Entrepreneurship Support, Training, and Administering an Accelerator Program in the Total Amount of $300,000 for a Two-Year Term. (Eric Renz-Whitmore, Economic Development Specialist; edrenzwithmore@santafenm.gov and Johann Nelson, Office of Economic Development Director; jcnelson@santafenm.gov)

Committee Review:
Quality of Life Committee: 12/04/2024
Economic Development Advisory Committee: 04/02/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Lindell, to move Item s to be heard before Item r.

VOTE The motion Passed on a voice vote.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Cassutt, to Approve.

VOTE The motion Passed on a voice vote.

t. CONSIDERATION OF RESOLUTION NO. 2025-___. (Councilor Amanda Chavez) A Resolution Authorizing Representatives and Agents for an Agreement with the New Mexico Environment Department, Regarding Agreement Number SAP-24-I2458-GF, to Plan, Design and Construct Wastewater System Improvements, Including Sewer Services and a Stormwater Plan for Vereda de Valencia. (Zoe Isaacson, River and Watershed Manager; zrisaacson@santafenm.gov)

Committee Review:
Governing Body (Introduced): 03/26/2025
Public Works and Utilities Committee: 03/31/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Garcia, to Approve.

VOTE The motion Passed on a voice vote.

u. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Amanda Chavez) A Resolution Authorizing Representatives and Agents for an Agreement with the New Mexico Environment Department, Regarding Agreement Number SAP-24-I2455-GF, to Acquire Land For, and Plan, Design, Construct, Purchase, Repair, Permit, and Improve, a Regional Wastewater Treatment Plant. (Mike Dozier, Wastewater Division Director; mldozier@santafenm.gov)

Committee Review:

Governing Body (Introduced): 03/26/2025
Public Works and Utilities Committee: 03/31/2025
Finance Committee: 04/07/2025
Governing Body: 04/09/2025

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Garcia, to Approve.

VOTE The motion Passed on a voice vote.

7. Action Items: Discussion Agenda
8. Matters from Staff
9. Matters from the Committee
10. Matters from the Chair
11. Next Meeting: Monday, April 28, 2025
12. Adjourn

Meeting Adjourned at 6:57 P.M.

ERMINIA TAPIA
Liaison

Chair

CITY OF SANTA FE

Date: April 2, 2025

To: Governing Body

From: Spencer Schwartz, Public Works Project Manager II Spencer Schwartz

Via: Regina Wheeler, Public Works Department Director RW (Apr 2, 2025 15:29 MDT)
Sam Burnett, Facilities Division Director JOHN BURNETT (Apr 2, 2025 15:25 MDT)

Subject: Southside Library RTU Replacement

Vendor Name: B&D Industries, Inc.

Vendor Number: 3970

ACTION:
Request for Approval of Amendment No. 1 to Construction Contract Item 25-0013 with B&D Industries, Inc. to Increase the Not to Exceed Amount by $11,363 for a New Total of $488,380 Including NMGRT for Southside Library RTU Replacement. (Spencer Schwartz, Public Works Project Manager II, smschwartz@santafenm.gov).

CONTRACT NUMBER:
The FY25 Munis Contract Number is 3250233.

BACKGROUND AND SUMMARY:
The four heating, ventilation, and cooling (HVAC) units on the Southside Library have exceeded their useful life, no longer perform adequately, and are identified within the Facilities Division's asset database as priorities for replacement to prevent an interruption of services at this facility. The replacement of these HVAC units will ensure continued service for patrons, maintain air quality, and reduce the need for emergency repairs. The new units will also improve the building's efficiency by reducing energy consumption.

A quote was submitted by the vendor in September 2024 and the procurement/contracting process was completed in January 2025. An increase in the contract amount is necessary due to material price increases incurred during this four-month period. No changes to the schedule are anticipated.

ATTACHMENTS:
Amendment No. 1
Amendment No. 1 Proposal
Construction Contract Item 25-0013
Certificate of Insurance

PROCUREMENT METHOD:
The procurement method used was NM Statewide Price Agreement (SWPA) 30-00000-23-00084 which expires on July 4, 2025.

Chief Procurement Officer (CPO)/Designee: _____ Date: _____
CPO Comment/Exceptions: _____

FUNDING SOURCE:
FY25 One Time Funding for Deferred Maintenance
Fund Name/Number: FACILITIES/320
Munis Org Name/Number: Facilities CIP/3209980
Munis Object Name/Number: WIP Construction/572970

Budget Officer/Designee: Andy Hopkins Date: 04/07/2025
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: _____ Date: _____
Comment/Exceptions: _____

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

Construction, Facilities, Furniture, Fixtures, Equipment included? ☒ Yes | ☐ No
Approval: _____ **Signature:** _____ _____
JOHN BURNETT (Apr 2, 2025 15:25 MDT)
Comment/Exceptions: ___ **Email:** jsburnett@santafenm.gov _____

Capital Asset* or Project? ☒ Yes | ☐ No**
Project Ledger# FMD2532003
(*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: Josie Bolden Date: 04/07/2025
Comment/Exceptions: _____

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# 3250233
Original Contract Item# 25-0013
SWPA #: 30-00000-23-00084

CITY OF SANTA FE
AMENDMENT No. 1 TO
Construction Contract
ITEM# 25-0013

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE Construction Contract, dated January 15, 2025, (the "Contract"), between the City of Santa Fe (the "City") and B&D Industries, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the City with services related to the replacement of four heating, ventilation, and air-conditioning units at the Santa Fe Southside Library.

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 $11,362.71 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 and not to exceed four hundred eighty-eight thousand, three-hundred seventy-nine dollars and one cent ($488,379.01), including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract shall be paid by the City to the Contractor, as follows:
>
> The Unit Bid Contract Total is determined as follows:

Base Bid	$475,652.11
Gross Receipts Tax (8.1875%)	$ 12,726.90
Base Bid plus NMGRT	$488,379.01

The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed four hundred eighty-eight thousand, three-hundred seventy-nine dollars and one cent ($488,379.01). 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.

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:
B&D INDUSTRIES, INC.

Clinton Beall (Mar 28, 2025 14:53 CDT)
_____
CLINTON BEALL, PRESIDENT

DATE: Mar 28, 2025

NMBTIN# 01-716872-00-4

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (Apr 2, 2025 10:37 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Contract_Amend 1_SSLibrary RTU Replacement_Increase to $488,379.01- Final

Final Audit Report 2025-04-02

Created:	2025-03-27
By:	JULIE KENNY (jckenny@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1E36Rb3FA-VwaQEAlpk0cCXqlQiKywW0

"Contract_Amend 1_SSLibrary RTU Replacement_Increase to $ 488,379.01- Final" History

Document created by JULIE KENNY (jckenny@santafenm.gov)
2025-03-27 - 5:20:46 PM GMT- IP address: 63.232.20.2

Document emailed to clinton@banddindustries.com for signature
2025-03-27 - 5:21:46 PM GMT

Email viewed by clinton@banddindustries.com
2025-03-27 - 5:36:55 PM GMT- IP address: 146.75.164.0

Signer clinton@banddindustries.com entered name at signing as Clinton Beall
2025-03-28 - 7:53:46 PM GMT- IP address: 164.86.38.111

Document e-signed by Clinton Beall (clinton@banddindustries.com)
Signature Date: 2025-03-28 - 7:53:48 PM GMT - Time Source: server- IP address: 164.86.38.111

Document emailed to klnault@santafenm.gov for signature
2025-03-28 - 7:53:50 PM GMT

Email viewed by klnault@santafenm.gov
2025-04-02 - 4:37:01 PM GMT- IP address: 104.47.65.254

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2025-04-02 - 4:37:25 PM GMT- IP address: 172.59.0.8

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2025-04-02 - 4:37:27 PM GMT - Time Source: server- IP address: 172.59.0.8

Agreement completed.
2025-04-02 - 4:37:27 PM GMT

Powered by Adobe Acrobat Sign

NEW MEXICO
9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
24-Hour Service: (505) 559-2585
Fax: (505) 298-2114

BRANCH OFFICES

NEW MEXICO
303 Texas Ave.
Eunice, NM 88231
Phone: (575) 394-1182
Fax: (505) 298-2114

2885 Industrial Rd.
Santa Fe, NM 87505
Phone: (505) 299-4464
24-Hour Service: (505) 559-2585
Fax: (505) 559-2589

Warehouse, Prefab and Sheet Metal Fab Shop
3712 Edith Blvd NE
Albuquerque, NM 87107

ARIZONA
3001 South 35th Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002
24-Hour Service: (480) 901-4880

NEW YORK
65 Washington Street,
Rensselaer, NY 12144
Phone: (518) 400-7412

February 19th, 2025

Attn: Shaun Montoya
Sbmontoya@santafenm.gov

Contract *30-00000-23-00084*

Re: Change Order #1 – Price Increase for COSF Southside Library RTUs Replacement

Thank you for the opportunity to provide a price for this project.

York RTUs – Pass through	$	7,379.00
Crane Services @ 8%	$	1,960.20
General Conditions @ 10%	$	933.92
Bond Increaser:	$	205.46
Subtotal:	**$**	**10,478.58**
Tax:	$	884.13
Grand Total	**$**	**11,362.71**

If you have any questions or concerns, please feel free to email or call.

Best Regards,

Mikaela Montroy
Project Manager
B&D Industries, Inc.
505-225-6518 (Cell)
mmontroy@banddindustries.com

This cost proposal is valid for 30 days following issuance by B&D Industries, Inc. If the proposal is accepted after 30 days, B&D reserves the right to revise the price in accordance with commodity pricing changes including, but not limited to, copper, conduit and steel materials. If awarded, B&D reserves the right to review all contract documents associated with the project.

CITY OF SANTA FE

Date: November 18, 2024

To: Governing Body

Via: Regina Wheeler, Public Works Department Director RW (Nov 19, 2024 09:35 MST)
Sam Burnett, Facilities Division Director JOHN BURNETT (Nov 18, 2024 20:13 MST)

From: Spencer Schwartz, Project Manager Spencer Schwartz

Subject: Southside Library RTU Replacement

Vendor Name: B&D Industries

Vendor Number: 3970

ACTION:
Request for Approval of a General Services Contract with B&D Industries in the Total Amount of $477,016.30 for Replacement of Heating and Cooling Units at the Southside Library With Term Ending June 30, 2026; (Spencer Schwartz, Public Works Project Manager; smschwartz@santafenm.gov).

BACKGROUND AND SUMMARY:
The four heating, ventilation and cooling (HVAC) units on the Southside Library have exceeded their useful life, no longer perform adequately, and are identified within the Facilities Division's asset database as priorities for replacement to prevent an interruption of services at this facility. The replacement of these HVAC units will ensure continued service for patrons, maintain air quality, and reduce the need for emergency repairs. The new units will also improve the buildings efficiency by reducing energy consumption.

Construction will be coordinated with the Library Division and is estimated to take four weeks. Construction is planned to minimize disruptions and will not impact library operations. Funding for this project was provided in the FY25 one time allocation from fund balances for deferred maintenance to facilities.

PROCUREMENT METHOD:
NM Statewide Price Agreement (SWPA) #30-00000-23-00084 which expires on July 4, 2025.

ATTACHMENTS
General Services Contract
Vendor Proposal
Certificate of Liability Insurance
Statewide Price Agreement (SWPA) #30-00000-23-00084

Chief Procurement Officer Approval: _____ **Date:** Nov 21, 2024
Comment/Exceptions: NMSA 1978, Section 13-1-129

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is 3250233

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

The funding source is:
Fund Name/Number: FACILITIES/320
Munis Org Name/Number: Facilities CIP/3209980
Munis Object Name/Number: WIP Construction/572970

If the project is grant funded? List grant award number: _____

Grant Manager / Accounting Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Project Ledger #: _____

Budget Officer Approval: Andy Hopkins **Date:** Nov 21, 2024
Comment/Exceptions: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):
☒ Yes | ☐ No

 # (if known): _____

Repair or Replacement of Existing Equipment:
☒ Yes | ☐ No
If yes -> ☐ Repair | ☒ Replacement

Please explain: _____

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☒ Yes | ☐ No

Project Ledger #: FMD2532003

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: Sam Burnett **Title:** Facilities Div. Director **Date**: Nov 18, 2024
Comment & Exceptions:_____

Department Contract Administrator Contact Info:
Elizabeth L. Kahahane
elkahahane@santafenm.gov
M: (505)795-2439
O: (505) 955-5934

Item #: 25-0013
Munis Contract #: 3250233
SWPA #: 30-00000-23-00084

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 **B&D Industries, Inc.**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by the Contract Documents to replace 4 Roof Top Units serving the City of Santa Fe Southside Library (6599 Jaguar Drive, Santa Fe, NM 87507) with like-for-like replacements, per the proposal (Exhibit A), attached hereto and made a part thereof, and in accordance with all the provisions of the contract with SWPA, as described in the Contract Documents.

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

B. Project: Replacement of 4 Roof Top Units serving the Southside Library

C. City Department: Public Works

D. Distribution:

City:
Spencer Schwartz
Project Administrator
City of Santa Fe Public Works
2651 Siringo Road, Building E
PO Box 909

Santa Fe, NM 87504-0909
smschwartz@santafenm.gov
505-955-5929

Contractor:
Kris Trujillo
Area Manager
B & D Industries
9720 Bell Ave. SE
Albuquerque, NM 87123
krist@banddindustries.com
505-379-1760

Engineer Not Applicable
Architect Not Applicable

2. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed and not to exceed four hundred seventy-seven thousand sixteen dollars and thirty cents ($477,016.30), including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

Base Bid	$465,173.53
Gross Receipts Tax (8.1875%)	$ 11,842.77
Base Bid plus NMGRT	$477,016.30

The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed four hundred seventy-seven thousand sixteen dollars and thirty cents (**$477,016.30**). **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

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

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

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

3. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **June 30, 2026**. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

4. Termination

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

B. Notice; City Opportunity to Cure.

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

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

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

"Appropriations," of this Contract.

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

5. Appropriations

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

6. Status of Contractor

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

7. Construction Contract Performance and Payment Bond

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

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

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

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

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

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

and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

14. Amendment

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

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

15. Change Orders

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

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

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

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

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

16. Merger

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

This Contract is issued against the state or agency Master Agreement, established and maintained by the State of New Mexico General Services Department, Purchasing Division, SWPA 30-00000-23-00084, and through this language hereby incorporates this Contract by reference and is included in the order of precedence.

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

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

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

20. Workers Compensation

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

21. Other Insurance

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

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said

policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

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

22. Records and Financial Audit

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

23. Indemnification

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

24. New Mexico Tort Claims Act

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

25. Invalid Term or Condition

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

26. Enforcement of Contract

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

27. Notices

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

To the City:
Spencer Schwartz
Project Administrator
City of Santa Fe Public Works
2651 Siringo Road, Building E
PO Box 909
Santa Fe, NM 87504-0909
smschwartz@santafenm.gov
505-955-5929

To the Contractor:
Kris Trujillo
Area Manager
B & D Industries
9720 Bell Ave. SE
Albuquerque, NM 87123
krist@banddindustries.com
505-379-1760

28. Authority

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

29. Progress Payments

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

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

one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

30. Final Payment

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

31. Schedule

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

32. General and Special Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SANTA FE:

Alan Webber (Jan 22, 2025 15:48 MST)

ALAN WEBBER, MAYOR

DATE: Jan 22, 2025

CONTRACTOR:

CLINTON BEALL, PRESIDENT

DATE: 11.01.2024

NMBTIN: 01-716872-00-4

ATTEST:

ANDREA SALAZAR (Jan 22, 2025 16:25 MST)

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 01-15-2025

XIV

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (Nov 6, 2024 10:10 MST)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

NEW MEXICO
9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
24-Hour Service: (505) 559-2585
Fax: (505) 298-2114

BRANCH OFFICES

NEW MEXICO
303 Texas Ave.
Eunice, NM 88231
Phone: (575) 394-1182
Fax: (505) 298-2114

2885 Industrial Rd.
Santa Fe, NM 87505
Phone: (505) 299-4464
24-Hour Service: (505) 559-2585
Fax: (505) 559-2589

Warehouse, Prefab and Sheet Metal Fab Shop
3712 Edith Blvd NE
Albuquerque, NM 87107

ARIZONA
3001 South 35th Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002
24-Hour Service: (480) 901-4880

NEW YORK
65 Washington Street,
Rensselaer, NY 12144
Phone: (518) 400-7412

9/19/2024 Quote No. 04-24-055

Attn: Shaun Montoya
Sbmontoya@santafenm.gov

Contract *30-00000-23-00084*

Re: COSF Southside Library RTUs *Replacement*

Thank you for the opportunity to provide a price for this project.

Journeyman 432 @ $101.18:	$ 43,709.76
Apprentice 288 @ $79.88	$ 23,005.44
York RTUs – Pass through	$288,425.00
Misc Material - Pass through	$ 7,747.85
Permits – Pass through	$ 812.01
Crane Services @ 8%	$ 31,937.80
ACS Controls @ 8%	$ 9,266.40
EB&I @ 8%	$ 15,089.76
General Conditions @ 10%	$ 41,998.98
Bond:	$ 3,180.53
Subtotal:	**$465,173.53**
Tax:	$ 11,842.77
Grand Total	**$477,016.30**

Base Bid Scope:

- LOTO panels feeding current RTUs to be replaced
- Shut off gas valves feeding RTUs
- Disconnect gas, duct, and power to RTUs
- Disconnect UVC lights, door switches and Rapid Install Kits – to be used in new RTUs
- Remove UVC view ports – to be used in new RTUs
- Utilize a crane to remove RTUs – dispose of off-site
- Utilize a crane install (4) new York RTUs
- Connect (4) RTUs with a curb adapter
- Add new fused disconnect switches to RTUs
- Provide new liquid tight flex conduit and fittings for new disconnect switches
- Re-install UVC RIK kits and lights – test for functionality
- Install UVC viewport
- Connect gas line with new flex to RTUs
- Reconnect power and remove LOTO on panels
- Install new copper condensate lines to nearest roof drain
- **Controls** - B&D to subcontract ACS for connecting controls back to new RTUs
- **Crane** – B&D to utilize Crane services for RTU installations
- **TAB** – Test and Balance static pressure before demolition, and TAB static pressure of new units for proper air distribution throughout facility.

NEW MEXICO
9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
24-Hour Service: (505) 559-2585
Fax: (505) 298-2114

BRANCH OFFICES

NEW MEXICO
303 Texas Ave.
Eunice, NM 88231
Phone: (575) 394-1182
Fax: (505) 298-2114

2885 Industrial Rd.
Santa Fe, NM 87505
Phone: (505) 299-4464
24-Hour Service: (505) 559-2585
Fax: (505) 559-2589

Warehouse, Prefab and Sheet Metal Fab Shop
3712 Edith Blvd NE
Albuquerque, NM 87107

ARIZONA
3001 South 35th Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002
24-Hour Service: (480) 901-4880

NEW YORK
65 Washington Street,
Rensselaer, NY 12144
Phone: (518) 400-7412

Inclusions and assumptions:

1. 4 York Sun Select R454B RTUs – *10 Week lead time*
2. Equipment start up per manufacturer recommendations
3. One (1) year warranty
4. RTUs will be taken off 2 at a time to avoid the whole building not having HVAC
5. B&D to give COSF an adequate schedule of any outages well in advance of performing work

Exclusions:

1. Temp power or HVAC
2. New UVC lights
3. Asbestos removal
4. Structural work
5. New roof penetrations
6. Roofing or roof patching
7. Plan review, and utility fees
8. General site conditions
9. Seismic bracing
10. BIM, CAD or 3D modeling
11. Rental of temp. generator
12. Removal of spoils from site due to excavation
13. Coring of concrete, asphalt, etc.
14. Architect design and engineering services
15. Lead paint removal
16. Unforeseen site conditions that are irregular or unusual circumstances and may incur additional cost such as harder than usual digging conditions, hidden items, etc.
17. Repair of existing code violations, or upgrades other than those mentioned here-in
18. Any scope of work not specifically addressed in this narrative or not shown on the bid documents

If you have any questions or concerns, please feel free to email or call.

Best Regards,

Jordan Turpen
M&P Estimator
B&D Industries, Inc.
505-235-3879 (Cell)
jturpen@banddindustries.com

This cost proposal is valid for 30 days following issuance by B&D Industries, Inc. If the proposal is accepted after 30 days, B&D reserves the right to revise the price in accordance with commodity pricing changes including, but not limited to, copper, conduit and steel materials. If awarded, B&D reserves the right to review all contract documents associated with the project.

Signed - Construction_Contract_BandD_SSLibraryRTUs-Final CAO with Exhibit A

Final Audit Report 2024-11-06

Created:	2024-11-06
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPyfCXLniU8V8w9_Gvj6aiV7rOp8hYUdL

"Signed - Construction_Contract_BandD_SSLibraryRTUs-Final CAO with Exhibit A" History

Document created by Amy Cawthon (amcawthon@santafenm.gov)
2024-11-06 - 4:37:01 PM GMT- IP address: 63.232.20.2

Document emailed to klnault@santafenm.gov for signature
2024-11-06 - 4:37:38 PM GMT

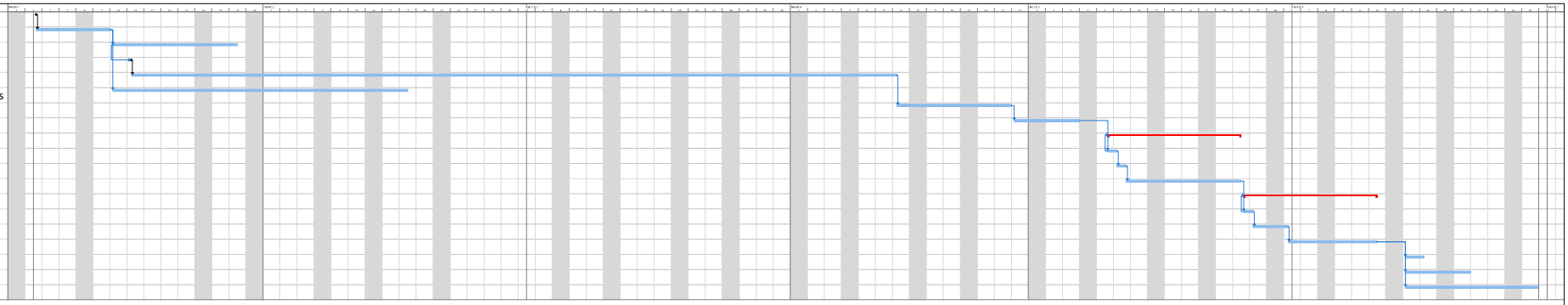
Email viewed by klnault@santafenm.gov
2024-11-06 - 5:10:23 PM GMT- IP address: 104.47.65.254

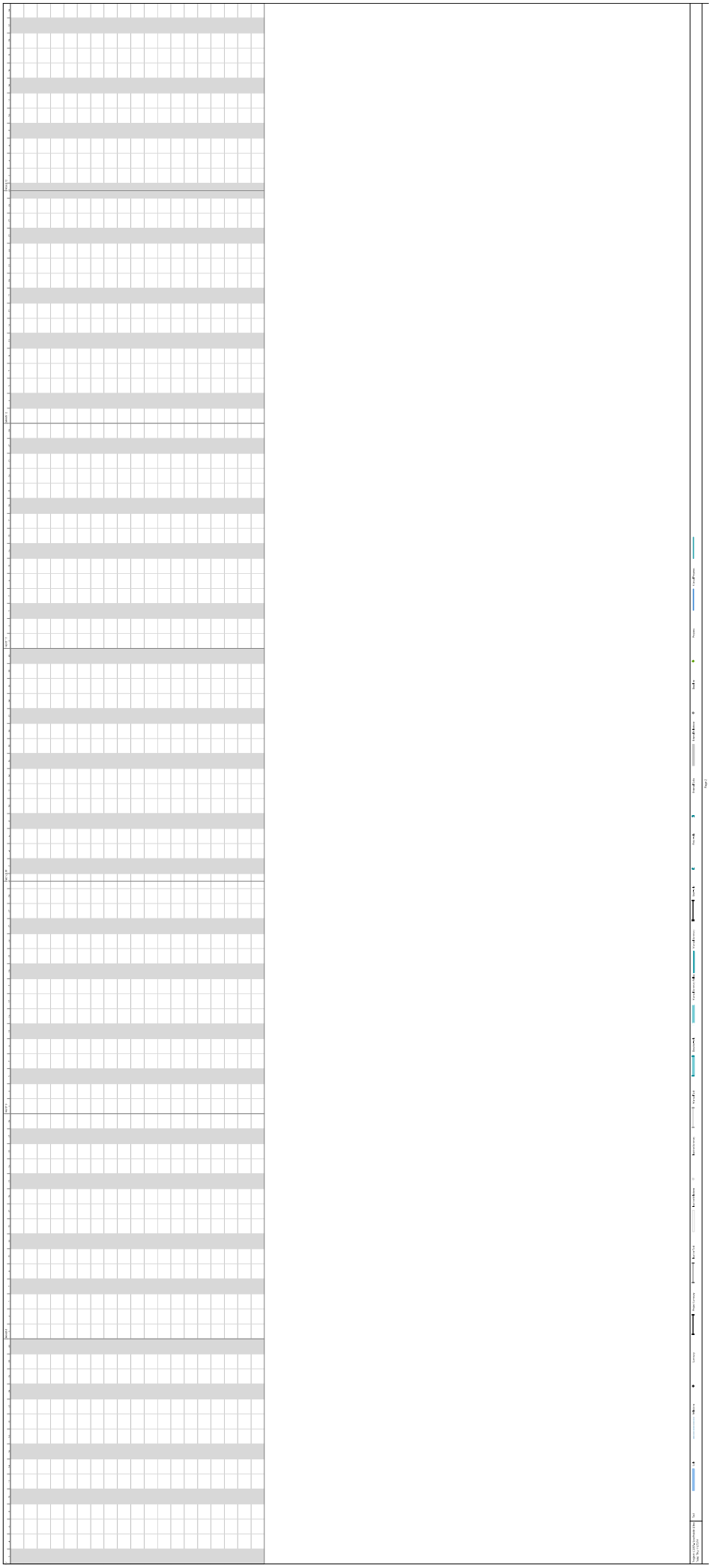
Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2024-11-06 - 5:10:39 PM GMT- IP address: 63.232.20.2

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2024-11-06 - 5:10:41 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-11-06 - 5:10:41 PM GMT

	Task Name	Duration
1	Contract Execution	0 days
2	Contract Initiation	4 days
3	Subcontracting	8 days
4	RTU's Ordered	0 days
5	RTU's Lead Time	10 wks
6	Material Procurement	16 days
7	RTU's Shipping	6 days
8	Mobilization	4 days
9	RTU #1 and #2 HVAC Outage	8 days
10	Disconnect RTU#1 and RTU#2	1 day
11	Crane Pick#1	1 day
12	Reconnect RTU#1 and RTU#2	6 days
13	RTU #3 and #4 HVAC Outage	8 days
14	Disconnect RTU#3 and RTU#4	1 day
15	Crane Pick#2	1 day
16	Reconnect RTU#3 and RTU#4	6 days
17	Demobilization	2 days
18	Punchlist	4 days
19	Closeout	8 days





ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/29/2023

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: Carrie Butler PHONE (A/C, No, Ext): (505) 262-9412 9412 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: Carrie.Butler@hubinternational.com
INSURED B & D Industries, Inc. 9720 Bell Ave SE Albuquerque, NM 87123	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Valley Forge Insurance Company — 20508 INSURER B : National Fire Insurance Company of Hartford — 20478 INSURER C : The Continental Insurance Company — 35289 INSURER D : Builders Trust of New Mexico 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	6016149399	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	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	6016149371	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	X	X	6016149404	12/31/2023	12/31/2024	EACH OCCURRENCE AGGREGATE 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: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC100-0005672-2024A	1/1/2024	1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella is Form Following over General Liability, Auto Liability and Employers Liability. Additional Insured, Waiver of Subrogation and Primary Non-Contributory apply per attached policy forms.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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

DocuSign Envelope ID: 502ABA98-7835-4E98-ABAE-7DE071C16230

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
25 Vendors

Number: **30-00000-23-00084**

Amendment No.: **Three**

Term: **July 5, 2023 - July 4, 2025**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

MJ

Procurement Specialist: **Mikayla Trujillo**

Telephone No.: **(505) 469-1092**

Email: **Mikayla.Trujillo@gsd.nm.gov**

Title: **HVAC and Plumbing Services - Statewide**

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 July 5, 2024 to July 4, 2025 at the same price, terms and conditions, except Vendor (AH) Comfort System USA Southwest, Inc. who chose not to extend.

See attached price increases for Vendor (AF) B & D Industries.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 7/8/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

DocuSign Envelope ID: 502ABA98-7835-4E98-ABAE-7DE071C16230

Vendor (AF) B & D Industries Price Increases

Item	Unit	Description	Current Rate	New Rate
001	Hour	**Journeymen/Foreman/Experienced Technician - Worker, regular hours**		
		Zone 1	$95.00	**$101.18**
		Zone 2	$95.00	**$101.18**
		Zone 3	$95.00	**$101.18**
		Zone 4	$95.00	**$101.18**
		Zone 5	$95.00	**$101.18**
		Zone 6	$95.00	**$101.18**
002	Hour	**Journeymen/Foreman/Experienced Technician - Worker, after hours**		
		Zone 1	$125.00	**$133.13**
		Zone 2	$125.00	**$133.13**
		Zone 3	$125.00	**$133.13**
		Zone 4	$125.00	**$133.13**
		Zone 5	$125.00	**$133.13**
		Zone 6	$125.00	**$133.13**
003	Hour	**Apprentice/Experienced - Worker, regular hours**		
		Zone 1	$70.00	**$74.55**
		Zone 2	$70.00	**$74.55**
		Zone 3	$70.00	**$74.55**
		Zone 4	$70.00	**$74.55**
		Zone 5	$70.00	**$74.55**
		Zone 6	$70.00	**$74.55**
004	Hour	**Apprentice/Experienced - Worker, after hours**		
		Zone 1	$90.00	**$95.86**
		Zone 2	$90.00	**$95.86**
		Zone 3	$90.00	**$95.86**
		Zone 4	$90.00	**$95.86**
		Zone 5	$90.00	**$95.86**
		Zone 6	$90.00	**$95.86**
005	Hour	**Laborer, regular hours worked**		
		Zone 1	$55.00	**$57.33**
		Zone 2	$55.00	**$57.33**
		Zone 3	$55.00	**$57.33**
		Zone 4	$55.00	**$57.33**
		Zone 5	$55.00	**$57.33**
		Zone 6	$55.00	**$57.33**
006	Hour	**Laborer, after hours worked**		
		Zone 1	$70.00	**$72.97**
		Zone 2	$70.00	**$72.97**
		Zone 3	$70.00	**$72.97**
		Zone 4	$70.00	**$72.97**
		Zone 5	$70.00	**$72.97**
		Zone 6	$70.00	**$72.97**

DocuSign Envelope ID: 502ABA98-7835-4E98-ABAE-7DE071C16230

Item	Unit	Description	Current Rate	New Rate
		Projects OVER Sixty Thousand ($60,000.00)		
007	Hour	**Journeymen/Foreman/Experienced Technician - Worker, regular hours**		
		Zone 1	$95.00	**$101.18**
		Zone 2	$95.00	**$101.18**
		Zone 3	$95.00	**$101.18**
		Zone 4	$95.00	**$101.18**
		Zone 5	$95.00	**$101.18**
		Zone 6	$95.00	**$101.18**
008	Hour	**Journeymen/Foreman/Experienced Technician - Worker, after hours**		
		Zone 1	$125.00	**$133.14**
		Zone 2	$125.00	**$133.14**
		Zone 3	$125.00	**$133.14**
		Zone 4	$125.00	**$133.14**
		Zone 5	$125.00	**$133.14**
		Zone 6	$125.00	**$133.14**
009	Hour	**Apprentice/Experienced - Worker, regular hours**		
		Zone 1	$75.00	**$79.88**
		Zone 2	$75.00	**$79.88**
		Zone 3	$75.00	**$79.88**
		Zone 4	$75.00	**$79.88**
		Zone 5	$75.00	**$79.88**
		Zone 6	$75.00	**$79.88**
010	Hour	**Apprentice/Experienced - Worker, after hours**		
		Zone 1	$95.00	**$101.18**
		Zone 2	$95.00	**$101.18**
		Zone 3	$95.00	**$101.18**
		Zone 4	$95.00	**$101.18**
		Zone 5	$95.00	**$101.18**
		Zone 6	$95.00	**$101.18**
011	Hour	**Laborer, regular hours worked**		
		Zone 1	$55.00	**$57.33**
		Zone 2	$55.00	**$57.33**
		Zone 3	$55.00	**$57.33**
		Zone 4	$55.00	**$57.33**
		Zone 5	$55.00	**$57.33**
		Zone 6	$55.00	**$57.33**
012	Hour	**Laborer, after hours worked**		
		Zone 1	$70.00	**$72.97**
		Zone 2	$70.00	**$72.97**
		Zone 3	$70.00	**$72.97**
		Zone 4	$70.00	**$72.97**

DocuSign Envelope ID: 502ABA98-7835-4E98-ABAE-7DE071C16230

Item	Unit	Description	Current Rate	New Rate
		Zone 5	$70.00	**$72.97**
		Zone 6	$70.00	**$72.97**
013	Hour	**Diagnosis, project estimates, troubleshooting**	$95.00	**$101.18**
014	%	**Percentage Off Retail For all Parts and Materials**	0%	**No Change**
015	Day	**Daily per diem rate for overnight stay as needed including dinner and breakfast per person**	$150.00	**No Change**
016	Mileage	**One way per mile cost, per vehicle**	$0.62	**No Change**

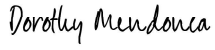
DocuSign

Certificate Of Completion

Envelope Id: 502ABA9878354E98ABAE7DE071C16230
Status: Completed
Subject: Please DocuSign: 30-00000-23-00084 HVAC and Plumbing Services A003
Source Envelope:
Document Pages: 4
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Mikayla Trujillo
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
mikayla.trujillo@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
7/3/2024 2:33:50 PM
Holder: Mikayla Trujillo
mikayla.trujillo@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
Tami Concha tami.concha@gsd.nm.gov Const. Supervisor New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None), Login with SSO **Electronic Record and Signature Disclosure:** Accepted: 6/28/2024 7:02:43 AM ID: a9ed2d91-f227-45ce-9f3e-898ece78fea0	 Signature Adoption: Pre-selected Style Using IP Address: 68.84.148.80	Sent: 7/3/2024 2:36:05 PM Viewed: 7/5/2024 10:24:43 AM Signed: 7/5/2024 10:30:36 AM
Mikayla Trujillo mikayla.trujillo@gsd.nm.gov Procurement Specialist II GSD/SPD Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/5/2024 10:30:37 AM Viewed: 7/8/2024 8:07:48 AM Signed: 7/8/2024 8:07:51 AM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/8/2024 8:07:54 AM Viewed: 7/8/2024 9:08:12 AM Signed: 7/8/2024 9:08:16 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/3/2024 2:36:05 PM
Certified Delivered	Security Checked	7/8/2024 9:08:12 AM
Signing Complete	Security Checked	7/8/2024 9:08:16 AM
Completed	Security Checked	7/8/2024 9:08:16 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

Memo_SouthsideLibrary_RTU_BD_10 28 2024_SS1 JB1 EK1 SB1 RW revised

Final Audit Report 2024-11-19

Created:	2024-11-18
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkO50MoTXAAvnAA0cOSgZhXylusocl6Kr

"Memo_SouthsideLibrary_RTU_BD_10 28 2024_SS1 JB1 EK1 SB1 RW revised" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2024-11-18 - 9:02:22 PM GMT- IP address: 63.232.20.2

Document emailed to Spencer Schwartz (smschwartz@santafenm.gov) for signature
2024-11-18 - 9:07:08 PM GMT

Email viewed by Spencer Schwartz (smschwartz@santafenm.gov)
2024-11-18 - 9:22:14 PM GMT- IP address: 104.47.64.254

Document e-signed by Spencer Schwartz (smschwartz@santafenm.gov)
Signature Date: 2024-11-18 - 9:22:56 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2024-11-18 - 9:23:00 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2024-11-19 - 3:12:48 AM GMT- IP address: 73.228.3.65

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2024-11-19 - 3:13:21 AM GMT - Time Source: server- IP address: 73.228.3.65

Document emailed to rawheeler@santafenm.gov for signature
2024-11-19 - 3:13:23 AM GMT

Email viewed by rawheeler@santafenm.gov
2024-11-19 - 4:33:52 PM GMT- IP address: 104.47.64.254

Signer rawheeler@santafenm.gov entered name at signing as RW
2024-11-19 - 4:35:10 PM GMT- IP address: 174.205.165.38

Powered by Adobe Acrobat Sign

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

Signature Date: 2024-11-19 - 4:35:12 PM GMT - Time Source: server- IP address: 174.205.165.38

Agreement completed.

2024-11-19 - 4:35:12 PM GMT

Powered by
Adobe
Acrobat Sign

Memo_SouthsideLibrary_RTU_BD_10 28 2024_SS1 JB1 EK1 SB1 RW revised SIGNED

Final Audit Report 2024-11-26

Created:	2024-11-21
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAw_0JTBg8I-FcHLuwwua-eHiVFO4rgScJ

"Memo_SouthsideLibrary_RTU_BD_10 28 2024_SS1 JB1 EK1 SB1 RW revised SIGNED" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-11-21 - 8:19:09 PM GMT- IP address: 97.182.23.177

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2024-11-21 - 8:21:07 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-11-21 - 9:09:12 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-11-21 - 9:10:23 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-11-21 - 9:10:28 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-11-21 - 9:16:25 PM GMT- IP address: 174.218.17.153

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-11-21 - 9:39:01 PM GMT - Time Source: server- IP address: 216.207.130.218

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-11-21 - 9:39:05 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-11-26 - 5:43:15 PM GMT- IP address: 104.47.64.254

Powered by Adobe Acrobat Sign

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

Signature Date: 2024-11-26 - 5:46:43 PM GMT - Time Source: server- IP address: 73.42.112.179

Agreement completed.

2024-11-26 - 5:46:43 PM GMT

Signature: XAVIER VIGIL
XAVIER VIGIL (Jan 22, 2025 14:55 MST)

Email: xivigil@santafenm.gov

25-0013 B&D Industries, Inc.

Final Audit Report 2025-01-22

Created:	2025-01-22
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiVIH6gqtDsTLYyhQoBwSSSyYt5JBsTe8

"25-0013 B&D Industries, Inc." History

Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2025-01-22 - 9:52:02 PM GMT- IP address: 63.232.20.2

Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2025-01-22 - 9:55:00 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2025-01-22 - 9:55:03 PM GMT

Email viewed by Alan Webber (amwebber@santafenm.gov)
2025-01-22 - 10:48:44 PM GMT- IP address: 104.28.85.159

Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2025-01-22 - 10:48:53 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ANDREA SALAZAR (asalazar@santafenm.gov) for signature
2025-01-22 - 10:48:57 PM GMT

Email viewed by ANDREA SALAZAR (asalazar@santafenm.gov)
2025-01-22 - 11:25:17 PM GMT- IP address: 174.240.22.58

Document e-signed by ANDREA SALAZAR (asalazar@santafenm.gov)
Signature Date: 2025-01-22 - 11:25:30 PM GMT - Time Source: server- IP address: 174.240.22.58

Agreement completed.
2025-01-22 - 11:25:30 PM GMT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/30/2024

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Carrie Butler PHONE (A/C, No, Ext): (505) 262-9412 9412 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: Carrie.Butler@hubinternational.com
INSURED B & D Industries, Inc. 9720 Bell Ave SE Albuquerque, NM 87123	INSURER A : Valley Forge Insurance Company — 20508 INSURER B : National Fire Insurance Company of Hartford — 20478 INSURER C : The Continental Insurance Company — 35289 INSURER D : Builders Trust of New Mexico 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	6016149399	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 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	6016149371	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	6016149404	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE 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: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC100-0005672-2025A	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	$ 2,000,000 $ 2,000,000 $ 2,000,000

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

Umbrella is Form Following over General Liability, Auto Liability and Employers Liability. Additional Insured, Waiver of Subrogation and Primary Non-Contributory apply per attached policy forms.

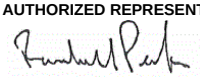
CERTIFICATE HOLDER

City of Santa Fe Public Works
2651 Siringo Rd. Bldg R
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



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

Contract Packet for AMEND#1_BD Industries_SouthsideLibrary_RTUReplace_02 24 2025_SSD4 CG1 ELK4 SB2 RW

Final Audit Report 2025-04-02

Created:	2025-04-02
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfO98GxrAomP9HCAKLI8vVV7BbkgQbSTz

"Contract Packet for AMEND#1_BD Industries_SouthsideLibrary_RTUReplace_02 24 2025_SSD4 CG1 ELK4 SB2 RW" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-04-02 - 9:07:06 PM GMT- IP address: 63.232.20.2

Document emailed to Spencer Schwartz (smschwartz@santafenm.gov) for signature
2025-04-02 - 9:11:18 PM GMT

Email viewed by Spencer Schwartz (smschwartz@santafenm.gov)
2025-04-02 - 9:24:20 PM GMT- IP address: 104.47.65.254

Document e-signed by Spencer Schwartz (smschwartz@santafenm.gov)
Signature Date: 2025-04-02 - 9:24:26 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-04-02 - 9:24:30 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2025-04-02 - 9:24:57 PM GMT- IP address: 63.232.20.2

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2025-04-02 - 9:25:11 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2025-04-02 - 9:25:14 PM GMT

Email viewed by rawheeler@santafenm.gov
2025-04-02 - 9:28:41 PM GMT- IP address: 63.232.20.2

Signer rawheeler@santafenm.gov entered name at signing as RW

2025-04-02 - 9:29:29 PM GMT- IP address: 63.232.20.2

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

Signature Date: 2025-04-02 - 9:29:31 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-04-02 - 9:29:31 PM GMT

CITY OF SANTA FE

Date: April 2, 2025

To: Governing Body

From: Joshua Bohlman, Public Works Project Manager Joshua Bohlman

Via: Regina Wheeler, Public Works Department Director RW (Apr 2, 2025 15:30 MDT)
Sam Burnett, Facilities Division Director JOHN BURNETT (Apr 2, 2025 15:21 MDT)

Subject: On-Call Electrical Services

Vendor Name: B&D Industries, Inc.

Vendor Number: 3970

ACTION:
Request for Approval of a Construction Contract with B&D Industries, Inc. in the Total Amount of $5,409,375 Including NMGRT for On-Call Electrical Services Through June 30, 2029. (Joshua Bohlman, Public Works Project Manager, jbohlman@santafenm.gov)

CONTRACT NUMBER:
The FY25 Munis Contract Number is 3250507.

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 (ITB# 25078) for On-Call Electrical Services, two vendors were selected for contracts: B&D Industries and Great Western Electrical based on lowest bidder and performance criteria. B&D has provided services throughout the City and has proven to be cost effective, reliable, and capable of consistently providing high quality results.

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 $5,409,375 (including 8.1875% NMGRT) maximum for this contract is based on the historical and anticipated needs across the City over the next five years.

ATTACHMENTS:
Construction Contract
Certificate of Insurance
CPO Determination
Horizons Declination

PROCUREMENT METHOD:
The procurement method for this contract is the Invitation to Bid #25078, dated January 6, 2025.

Chief Procurement Officer (CPO)/Designee: _____ Date: 04/07/2025
CPO Comment/Exceptions: NMSA 1978, Section 13-1-102

FUNDING SOURCE:
Funding will be provided on a project-by-project basis.
Fund Name/Number: various
Munis Org Name/Number: various
Munis Object Name/Number: various

Budget Officer/Designee: Andy Hopkins Date: 04/07/2025
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: _____ Date: _____
Comment/Exceptions: _____

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

Construction, Facilities, Furniture, Fixtures, Equipment included? ☒ Yes | ☐ No
Approval: JOHN BURNETT (Apr 7, 2025 15:30 MDT) Date: _____
Comment/Exceptions: _____

Capital Asset* or Project? ☐ Yes | ☒ No**
Project Ledger# _____
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ Date: _____
Comment/Exceptions: _____

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 #: 3250507
ITB #: 25078

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 **B&D Industries, Inc.**, 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:

Electrical:

The work may include all necessary preparation to properly install new electrical infrastructure or to repair or upgrade existing electrical systems. Work to include, but not be limited to, installation of new or relocation of existing electrical panels, outlets, and switches; installation or upgrading of wiring, conduits, and circuits; installation of new or relocation of lighting fixtures, emergency lighting, and exit signs; installation of new or relocation of power distribution systems and transformers; and other related electrical work.

Work will also include testing and balancing of electrical systems, ensuring compliance with relevant codes and standards. Additionally, the work may involve the installation of concrete pads and surrounding walls for electrical equipment, as well as trenching for underground conduits. Proper weatherproofing and restoration of exterior electrical connections and equipment will be required. Any repair work to existing structures, roofs, sidewalks, or roads necessary to install the electrical systems is included. Any HVAC or plumbing support required to integrate the electrical systems will also be included.

Contractor's employees, contractors, and agents performing work shall have a valid certification or license appropriate to the work being conducted. The Contractor/subcontractor will assume responsibility for all fines or penalties, including those attributable to the Using Agency, if the Contractor/subcontractor is found to be in violation of any codes, regulations, or safety standards. Prior to

beginning any work, the Contractor/subcontractor shall provide a written statement certifying that they will use all required safety and compliance equipment as mandated by applicable electrical codes and standards.

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'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". 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 Operations & Maintenance Manuals are 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 either the person in charge of the facility 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 its 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 limit interference with the daily operations of the City and to avoid to the extent possible jeopardizing 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 Best Management Practices.

Contractor shall be capable of providing all new installation or upgrades to the existing electrical service and systems, diagnostic services, perform trouble shooting services for the City, coordinate and supervise electrical services that may include renovations, upgrade and improvement projects and to provide new electrical 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, unless alternate material is approved in a writing separate from the task order and notice to proceed by the Facilities Director or Director of Public Works.

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 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 Facilities Director or Director of Public Works 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 as determined by the City's Facilities Director. 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, may 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 satisfaction of the City's Project Manager or Director of Public Works.

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:

The Contractor shall be required to provide On-Call Electrical Services for any number of the activities listed in a Task Order upon the request of the City's Project Manager, City's Facilities Director 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 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 Project Manager or Facilities Director 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 Project Manager, 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 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 Facilities Director or Project Manager 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 Facilities Department 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 through City staff or contractor(s). 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 Facilities Director or Director of Public Works 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 Facilities Director or Director of Public Works 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 Facilities Director or Director of Public Works 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 Facilities Director or Director of Public Works 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 Facilities Director or Director of Public Works 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 Project Manager 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 Project Manager 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.

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 Project Manager or Facilities Director 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 Project Manager 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 Project Manager;

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.

2. **Compensation**

A. The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed five million four hundred nine thousand three hundred seventy-five dollars ($5,409,375) for the term of this Contract.

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).

3. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **June 30, 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.

4. **Termination**

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

B. Notice; City Opportunity to Cure.

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

of termination.

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

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

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

5. Appropriations

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

6. Status of Contractor

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

7. Construction Contract Performance and Payment Bond

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

actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

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

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

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

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

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

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

14. Amendment

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

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

15. Change Orders

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

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

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

1. The Project Manager shall draft a written Change Request for review and approval by the 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. When the Project Manager finds that the Change Request is appropriate for the project and complies with the requirements above, the Project Manager will forward the draft to the Contractor. Within five (5) business days, the Contractor will review the Change Request and inform the Project Manager in writing of whether the Change Order will require any changes to the project schedule and/or price due to, e.g., equipment availability or additional materials

3. The Facilities Division Director or Director of Public Works shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of Contractor's approval of the draft Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

16. Merger

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

All terms and conditions of **ITB # 25078** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

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

17. Penalties for Violation of Law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

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

20. Workers' Compensation

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

21. Other Insurance

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

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

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

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

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

22. Records and Financial Audit

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

23. Indemnification

The contractor agrees to indemnify and hold harmless the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the contractor or its officers, employees or agents.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive

sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

25. Invalid Term or Condition

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

26. Enforcement of Contract

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

27. Notices

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

To the City:
Joshua Bohlman
Facilities Project Manager
City of Santa Fe
2651 Siringo Road, Bldg. E/PO Box 909
Santa Fe, NM 87504
jbohlman@santafenm.gov
505-955-5932

To the Contractor:
Clinton Beall
President
B&D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123
clinton@banddindustries.com
505-299-4464

28. Authority

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

29. Progress Payments

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

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

30. Final Payment

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

31. Schedule

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

32. General and Special Provisions

A. Terms used in this Contract which are defined in the text 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:
B&D Industries, Inc.

Clinton Beall (Mar 23, 2025 11:45 MDT)

CLINTON BEALL, PRESIDENT

DATE: Mar 23, 2025

NMBTIN: 01-716872-00-4

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Mar 28, 2025 07:45 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster 04/09/2025

EMILY OSTER, FINANCE DIRECTOR

Constr_Contract_B&D_OnCall_ITB_Electrical - CAO redlines

Final Audit Report 2025-03-28

Created:	2025-03-19
By:	JULIE KENNY (jckenny@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAbiqEXtDCVfAu3yQLyUAs7RJ04FRnJfTT

"Constr_Contract_B&D_OnCall_ITB_Electrical - CAO redlines" History

Document created by JULIE KENNY (jckenny@santafenm.gov)
2025-03-19 - 7:43:40 PM GMT- IP address: 63.232.20.2

Document emailed to clinton@banddindustries.com for signature
2025-03-19 - 7:44:25 PM GMT

Email viewed by clinton@banddindustries.com
2025-03-19 - 7:55:18 PM GMT- IP address: 104.28.91.76

Email viewed by clinton@banddindustries.com
2025-03-22 - 2:52:30 AM GMT- IP address: 172.203.161.82

Signer clinton@banddindustries.com entered name at signing as Clinton Beall
2025-03-23 - 5:45:20 PM GMT- IP address: 174.50.92.103

Document e-signed by Clinton Beall (clinton@banddindustries.com)
Signature Date: 2025-03-23 - 5:45:22 PM GMT - Time Source: server- IP address: 174.50.92.103

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2025-03-23 - 5:45:23 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2025-03-28 - 1:45:27 PM GMT- IP address: 76.127.1.192

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2025-03-28 - 1:45:39 PM GMT - Time Source: server- IP address: 76.127.1.192

Agreement completed.
2025-03-28 - 1:45:39 PM GMT

Powered by Adobe Acrobat Sign

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2024

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Carrie Butler PHONE (A/C, No, Ext): (505) 262-9412 9412 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: Carrie.Butler@hubinternational.com
INSURED B & D Industries, Inc. 9720 Bell Ave SE Albuquerque, NM 87123	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Valley Forge Insurance Company — 20508 INSURER B : National Fire Insurance Company of Hartford — 20478 INSURER C : The Continental Insurance Company — 35289 INSURER D : Builders Trust of New Mexico 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	6016149399	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 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	6016149371	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	6016149404	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE 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: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC100-0005672-2025A	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	 $ 2,000,000 $ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella is Form Following over General Liability, Auto Liability and Employers Liability. Additional Insured, Waiver of Subrogation and Primary Non-Contributory apply per attached policy forms.

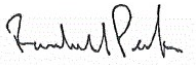
CERTIFICATE HOLDER

City of Santa Fe Public Works
2651 Siringo Rd. Bldg R
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



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

From:	DUTTON-LEYDA, TRAVIS K.
To:	GABALDON, RACHEL D.; Purchasing DET
Cc:	BURNETT, SAM; CALABAZA, DEALVA X.; BOHLMAN, JOSHUA B.
Subject:	RE: SOW Determinations- Electrical Services
Date:	Tuesday, July 2, 2024 4:34:04 PM
Attachments:	image003.png

Hi, this should be construction.

Thank you.

Regards,

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

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

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

CITY OF SANTA FE
FINANCE

From: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Sent: Thursday, June 27, 2024 3:00 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: BURNETT, SAM <jsburnett@santafenm.gov>; CALABAZA, DEALVA X. <dxcalabaza@santafenm.gov>; BOHLMAN, JOSHUA B. <jbohlman@santafenm.gov>
Subject: SOW Determinations- Electrical Services

Good afternoon,

I am requesting a determination on the following scope of work:
We seek to request bids for electrical services for on-call contracts:
The work may include the repair, replacement, or extension of electrical systems within, attached to or servicing building sites above ground or underground. Work to include, but not be limited to installation of new power and lighting circuits; new power services; new electrical devices, equipment, and lighting fixtures; electrical repairs, rewiring, panel and wiring upgrades, inspections of components, repair or replacement of equipment or fixtures, maintaining control systems, lighting systems, and communication systems. The work shall also include the removal and disposal of existing power circuits, lighting fixtures and equipment, and the termination of associated circuits and services. Any related work

required to accomplish the requested electrical work in included. Low voltage work could be included and any other related electrical work.

Thank you,

R. Denise Gabaldon, CPO
Contracts Administrator | CIP & Facilities Division | Public Works Dept.
Website: www.santafenm.gov
Email: rdgabaldon@santafenm.gov
Mobile: (505) 795-2439
Office: (505) 955-5934

CITY OF SANTA FE

From: Matt Loehman
To: CALABAZA, DEALVA X.
Subject: Re: Horizons Determination - Electrical Services
Date: Friday, August 30, 2024 11:45:20 AM
Attachments: image001.png

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

Good morning De Alva,

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 Fri, Aug 30, 2024 at 10:49 AM CALABAZA, DEALVA X. <dxcalabaza@santafenm.gov> wrote:

> Hello Matt,
>
> The City of Santa Fe is seeking a Horizons Determination by requesting bids for electrical services for on-call contracts. The Scope of Work will include the following:
>
> The work may include the repair, replacement, or extension of electrical systems within,

attached to or servicing building sites above ground or underground. Work to include, but

not be limited to installation of new power and lighting circuits; new power services; new

electrical devices, equipment, and lighting fixtures; electrical repairs, rewiring, panel and

wiring upgrades, inspections of components, repair or replacement of equipment or fixtures,

maintaining control systems, lighting systems, and communication systems. The work shall

also include the removal and disposal of existing power circuits, lighting fixtures and

equipment, and the termination of associated circuits and services. Any related work

required to accomplish the requested electrical work in included. Low voltage work could be

included and any other related electrical work.

Please let me know if you have any questions.

Thanks

Kindly,

De Alva Calabaza

Administrative Manager | Facilities Division | Public Works Dept.

Website: www.santafenm.gov

Email: dxcalabaza@santafenm.gov
Mobile: (505) 469-4705

Office: (505) 955-5930

CITY OF SANTA FE
FACILITIES

CITY OF SANTA FE

Date: April 2, 2025

To: Governing Body

Via: Regina Wheeler
Regina Wheeler (Apr 3, 2025 10:35 MDT)
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, PhD, CPM, Complete Streets Capital Projects Manager

---

ACTION:

Request for Approval of the Capital Appropriation Project Agreement C5243321 with the Department of Transportation for the St. Michael's Drive Rail Trail Underpass in the Total Amount of $100,000 with a Reversion Date of June 30, 2028. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $100,000 from the Capital Appropriation Grant to Complete Streets Revenue and WIP Design for the St. Michael's Drive Rail Trail Underpass Project.

BACKGROUND AND SUMMARY:

The City is receiving a capital appropriation for the St. Michael's Drive Underpass which was the City Council District 2 priority capital request to the 2024 legislative session.

This project was the result of two Road Safety Audits in 2014 and 2015 in response to two pedestrian fatalities at the project site. Of the six alternatives presented to address the safety concerns at this intersection, a grade separated pedestrian underpass which separates pedestrians and bicyclists from vehicular traffic was selected.

The engineering design of this project is funded via federal Congestion Mitigation Air Quality (CMAQ) grant of $1,069,437 with no local match. This $100,000 capital grant will be used to pay for the additional design fees requested by the Rio Metro Regional Transit District which operates the New Mexico Rail Runner. The engineering design is 50% complete. The City is anticipating completing the engineering design in 2026.

FUNDING SOURCE:

Fund Name/Number: NMDOT Legislative Capital Grant Control No. C5243321
Munis Org Name/Number: Streets Roadways / 3309980
Munis Object Name/Number: WIP Design/ 572960
Project ID/String: PWD2533016

ATTACHMENTS:

NMDOT Capital Appropriation Project Agreement C5243321
BAR
Project Ledger Form
2025-8 Resolution

Contract Number: _____
Vendor Number: 0000054360
Control Number: C5243321

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 2024, SB 275, Chapter 66, Section 33, Subsection 91, 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 I3321 NMDOT Control Number C5243321 **$100,000**
APPROPRIATION REVERSION DATE: 6/30/2028
Laws of 2024, Chapter 66, Section 33, Subsection 91, One Hundred Thousand Dollars and No Cents ($100,000), to acquire rights of way for and to plan, design and construct a pedestrian underpass at the intersection of Saint Michael's drive, a New Mexico rail runner express railroad crossing and a Santa Fe rail trail crossing in Santa Fe in Santa Fe county.

The Grantee's total reimbursements shall not exceed One Hundred Thousand Dollars and No Cents $100,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, (), which equals () (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

[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.

(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'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 6/30/2028 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 (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was ~~a~~approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) Twenty (20) days from date of Early Termination; or

(iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded

from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well

as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the 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 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

_____
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

_____
By: Aaron Frankland or Designee

Its: Deputy General Counsel

_____
Date

CITY OF SANTA FE:

SEE PAGE 13 OF AGREEMENT

_____

ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Nov 5, 2024 13:35 MST)

_____

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

_____

EMILY OSTER, FINANCE DIRECTOR

GFA 24-E3321 St. Michael's Drive Rail Train Pedestrian Underpass dac

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I.	**Grantee Information**	**II.**	**Payment Computation**
	(Make sure information is complete & accurate)	A.	Payment Request No.
A.	Grantee:	B.	Grant Amount:
B.	Address:	C.	AIPP Amount *(If Applicable)*:
	(Complete Mailing, including Suite, if applicable)	D.	Funds Requested to Date:
		E.	Amount Requested this Payment:
		F.	Reversion Amount (If *Applicable*):
	City State Zip	G.	Grant Balance:
C.	Phone No:	H.	☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)
D.	Grant No:	I.	☐ Final Request for Payment (*if Applicable*)
E.	Project Title:		
F.	Grant Expiration Date:		

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*)	**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

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.

NMDOT ATTACHMENT 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.

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/Engineering Division	3/31/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	3309980	572960	PWD2533016	100,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDOT - C5243321: St Mike's Rail Trail Ped Underpass	3309980	490150	PWD2533016	(100,000)	
				$ -	$ -

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

Capital Appropriation Project Agreement with NM DOT via DFA for planning, design & construction of St. Michael's Dr Rail Trail Underpass Project (I3321/C5243321 expires 06/30/2028)

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

De Alva Calabaza — 3/31/2025
Prepared By *{print name}* — Date

Division Director Signature — Date

Regina Wheeler
Regina Wheeler (Apr 3, 2025 10:35 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 08/13/2024

Project Title: St. Michael's Rail Trail Ped Underpass Xing

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: PWD2533016
Grant ID: S2514
Approved By: MB 08/15/24
Entered By: SS 8/14 (Finance Use Only)

Department: Public Works Project Manager: Romella Glorioso-Moss Ext: 505-629-7846

Project Date Range: 08/13/2024 to 6/30/2028 ☑ Create Fixed Asset

---

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

Funding Source: NM DOT C5243321 via DFA I3321 % of Funding: 100

MUNIS ORG: 3309980 MUNIS OBJ: 490150 Awarded Amount: $100,000

Funding Source: _____ % of Funding: _____

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

Expense String Phase:

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

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

Phase: WIP Land MUNIS ORG: 3309980 MUNIS OBJ: 572940

Phase: WIP Design MUNIS ORG: 3309980 MUNIS OBJ: 572960

Phase: WIP Construction MUNIS ORG: 3309980 MUNIS OBJ: 572970

Contract number: _____ Comments/Other: _____

GRANTS ONLY:

Grantor Name: NMDOT CAP C5243321 Awarded Amount: 100,000.00

AR Charge Code: 3309980.490150 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 70000 Federal CFDA (if applicable): N/A

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

CITY OF SANTA FE

Date: April 8, 2025

To: Governing Body

Via: Regina Wheeler, Public Works Department Director Regina Wheeler
Regina Wheeler (Apr 8, 2025 09:30 MDT)

From: Romella Glorioso-Moss, PhD, CPM, Complete Streets Capital Projects Manager RGM

ITEM AND ISSUE:

Request for Approval of a Transportation Project Fund Grant Agreement with the New Mexico Department of Transportation (NMDOT) in the Total Amount of $2.3M to Construct the Buckman Road Pavement Reconstruction Project Identified as HW2LP50060 Through June 30, 2027; (Romella Glorioso-Moss, Complete Streets Capital Projects Manager, rsglorioso-moss@santafenm.gov).

1. Request Approval of a Budget Amendment Resolution (BAR) to Allocate Grant Proceeds of $2,185,000 and Local Matching Funds of $115,000 from Impact Fee Road Fund to FY 2025 Revenue and Expenses for the Construction of the Buckman Road Pavement Reconstruction Project.

BACKGROUND AND SUMMARY:

The Bicycling and Pedestrian Advisory Committee (BPAC) has requested the repavement of Buckman Road since 2020, and has been a priority project included in BPAC's Strategic Plan FY2023-2033 since its inception. Design funding was secured in 2022 via the Local Government Road Fund – a State funded program. Subsequently, construction funding for $2.3M was requested and obtained via FY2024/2025 Transportation Project Fund Program. Please see attached grant agreement.

The project will reconstruct Buckman Road pavement for approximately 1.1 miles and mill and overlay for 0.6 miles. The width of the road will remain at 22' wide. The shoulders will be racked to match the asphalt.

The engineering design was reviewed and accepted by City Staff, Santa Fe Metropolitan Planning Organization and BPAC last November. Construction could start as soon as the funding becomes available.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE: NM Department of Transportation HW2LP50060

Fund Name/Number: CIP Streets - 330

Munis Org Name/Number: CIP - 3309980

Munis Object Name/Number: WIP Construction – 572970

Munis Revenue Object Name / Number: NMDOT – 490150

Project Ledger Number: PWD2533036

Budget Officer / Designee: Andy Hopkins **Date:** 04/09/2025

Budget Officer 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: PWD2533036

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

Comment/Exceptions: _____

Department Contract Administrator Contact Info: Amanda Archuleta, ajarchuleta@santafenm.gov

ATTACHMENTS:

NMDOT Grant Agreement HW2LP50060
BAR
Project Ledger Request

Contract No. _____
Vendor No. 0000054360
Control No. HW2LP50060

TRANSPORTATION PROJECT FUND
GRANT AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Santa Fe** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

1. Purpose.
The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **Buckman Road Reconstruction-Pavement reconstruction of Buckman Road for approximately 1.1 miles and mill and overlay for 0.6 miles. The road will be brought up to current standards. The width of the road will remain at 22' wide. The shoulders will be racked to match the asphalt.** (Project or CN LP50060). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.
a. The estimated total cost for the Project is Two Million Three Hundred Thousand Dollars and No Cents **($2,300,000.00)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Cost
Funding Source 1	**95%**	**5%**	
FY 2025 Transportation Project Fund **For the purpose stated above in Section 1.**	**$2,185,000.00**	**$115,000.00**	**$2,300,000.00**
Total Transportation Project Funds			**$2,300,000.00**

b. The Public Entity is responsible for all costs that exceed Project funding.
c. All allocated funds must be spent by **June 30, 2027**.
d. The Public Entity represents that no federal funds will be used to finance the Project.
e. The Public Entity must repay Project funding to the Department if:
   1. The Project is cancelled or partially performed.

2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

3. The Department:

a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:
   1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
   2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
   3. If a Department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.

b. Will not:
   1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
   2. Have any involvement in the construction phase;
   3. Be involved in permit preparation or the review or coordination with regulatory agencies.
   4. Conduct periodic assurance inspections or comparison material testing.
   5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.

c. May perform Project monitoring that might consist of the following:
   1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
   2. Request written Project status reports.
   3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.

d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.

e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the purpose as described in Section 1.

b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.

c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.

d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.

e. Have sole responsibility and control of all project phases and resulting quality of the completed work.

f. If the Project is in full or on a portion of a state highway, on a Department right of way or a National Highway System route:

1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and
2. Design and construct the Project in accordance with standards established by the Department.

g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as Exhibit B.
h. Consider placing pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
j. Be responsible for all permit preparation, review and coordination with regulatory agencies.
k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978 Section 61-23-26.
l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
m. Meet with the Department, as needed, or provide Project status reports within thirty (30) days of request.
n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
o. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
b. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
c. Pursuant to NMSA 1978, Section 67-3-78, Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
d. The requirements of 18.27.6 NMAC are incorporated by reference.
e. The inability to properly complete and administer the Project may result in the Public Entity being denied future grant funding.

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of Completion or (b) **June 30, 2027**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

7. Termination.
If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) days written notice. This Agreement may also be terminated pursuant to Section 15. Neither party has any obligation after termination, except as stated in Sections 2e, 4l, 4n and 7.

8. Third Party Beneficiary.
It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.
As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq*.

10. Contractors Insurance Requirements.
The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.
This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or

otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.
The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.
The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.
The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity and the Legislature this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five (5) years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.
This Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:_____ Date: _____
Assistant General Counsel

City of Santa Fe

By:_____ Date: _____
Alan Webber, City Mayor

Attest

By:_____ Date: _____
Geralyn Cardenas, Interim City Clerk

Approved as to form and legal sufficiency

By: Marcos Martinez Date: Oct 10, 2024
Marcos Martinez (Oct 10, 2024 11:16 MDT)
Marcos Martinez, Senior Assistant City Attorney

Approved for finances

By: Emily K. Oster Date: 04/10/2025
Emily Oster, Finance Director

EXHIBIT A

CERTIFICATION OF PROJECT COMPLETION

Public Entity:

Control No. LP50060

I, _____, in my capacity as _____ of _____ certify in regard to Control No. **LP50060**:

1. That the Public Entity has complied with the terms and conditions of the requirements under this Agreement and 18.27.6 NMAC.
2. That all work in was performed in accordance with the Agreement.
3. That the total Project cost of _____, with New Mexico Department of Transportation 95% share of _____ and the Public Entity share of _____ is accurate, legitimate, and appropriate for the Project.
4. That the Project was completed on _____ of _____, 20_____

In Witness Whereof, _____ in his/her capacity as_____ of _____ certify that the matters stated above are true to his/her knowledge and belief.

City of Santa Fe

By:_____ Date: _____

Title: _____ Date: _____

ATTEST:

By:_____ Date: _____

Public Entity Clerk

When completed, send Certification of Project Completion to the District Coordinator, New Mexico Department of Transportation.

EXHIBIT B

RESOLUTION

City of Santa Fe

PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Santa Fe** and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be $2,300,000 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 95% or $2,185,000.00

and

b. **City of Santa Fe**'s proportional matching share shall be 5% or $115,000.00

TOTAL PROJECT COST IS $2,300,000.00

The **City of Santa Fe** shall pay all costs, which exceed the total amount of $2,300,000.00**.**

Now therefore, be it resolved in official session that **City of Santa Fe** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2027 and the **City of Santa Fe** 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 the written agreement.

Now therefore, be it resolved by the **City of Santa Fe** to enter into Cooperative Agreement for Project Control Number **LP50060** with the New Mexico Department of Transportation for the TPF Program for year 2025 for Buckman Road Reconstruction-Pavement reconstruction of Buckman Road for approximately 1.1 miles and mill and overlay for 0.6 miles. The road will be brought up to current standards. The width of the road will remain at 22' wide. The shoulders will be racked to match the asphalt.- within the control of the **City of Santa Fe** in New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

_____ _____

(PRINTED NAME, POSITION) DATE

_____ _____

(PRINTED NAME, POSITION) DATE

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works Department / Streets/Roadways CIP	4/3/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP CONSTRUCTION - BUCKMAN RD	3309980	572970	PWD2533036	2,300,000	
CAPITAL TRANSFER TO 330 (STREETS/ROADWAY CIP)	2320471	760330		115,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM DOT - BUCKMAN RD LP50060	3309980	490150	PWD2533036	(2,185,000)	
CAPITAL TRANSFER IN FROM ROAD IMPACT FEES	3309980	660232	PWD2533036	(115,000)	
				$ 115,000	$ -

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

ALLOCATE NM DOT FUNDING FOR BUCKMAN ROAD PAVEMENT RECONSTRUCTION IN THE AMOUNT OF $2,185,000

AND A LOCAL MATCH FROM ROAD IMPACT FEES IN THE AMOUNT OF $115,000 (RESOLUTION TABLE 80 IFICIP)

(EXPIRES JUNE 30, 2027)

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
232	(115,000)
TOTAL:	

De Alva Calabaza 4/3/2025
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: Andy J. Hopkins Date

Division Director Signature *{optional}* Date

Regina Wheeler
Regina Wheeler (Apr 8, 2025 09:30 MDT)
Department Director Signature: Regina A. Wheeler Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

CITY OF SANTA FE

The Purchasing Memo

Date: March 26, 2025

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

From: Sebastian Gallegos, Project Administrator SFG

Via: James Harris, Airport Director JH

Subject: Santa Fe Regional Airport's Swamp Cooler Conversion to Refrigerated Air

Vendor Name: TLC Santa Fe LLC.

Munis Vendor Number: 10954

ITEM AND ISSUE:

The Santa Fe Regional Airport respectfully requests your review and approval of a construction contract in the total amount of $404,288.03 not to exceed for replacement of six (6) existing air handlers with Heil/ICP refrigerated air units for a term of six (6) Months with TLC Santa Fe LLC.

CONTRACT NUMBER:

The FY25 Munis contract number is 3250480

BACKGROUND AND SUMMARY:

The Santa Fe Regional Airport is completing a Terminal expansion project. Last summer/fall the existing Heating, Ventilating, and Air Conditioning (HVAC) unit failed to control the temperature in the building. The Evaporated air coolers not only could not manage the temperature they also added a large amount of humidity to the building, this led to a mass amount of complaints by workers and customers. The existing HVAC system will need to be converted to refrigerated air-cooling units, TLC Company Inc. will be providing and installing a range of ICP/Heil units that complies with the Environmental Protection Agency (EPA) refrigerant specifications for commercial units. This project will be paid for utilizing funds from Airport Operations.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Airport CIP

Munis Org Name/Number: 5450407

Munis Object Name/Number: 572970

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

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement SWPA 30-00000-23-00084 expires on 7/4/25.

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: AIR2554518

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

Comment/Exceptions: _____

ATTACHMENTS:

Procurement document: Statewide Price Agreement
Vendor's Quote
Certificate of Liability Insurance (COI)
ConstructIon Contract
Performance Bond

DocuSign Envelope ID: 502ABA98-7835-4E98-ABAE-7DE071C16230

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
25 Vendors

Number: **30-00000-23-00084**

Amendment No.: **Three**

Term: **July 5, 2023 - July 4, 2025**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

MJ

Procurement Specialist: **Mikayla Trujillo**

Telephone No.: **(505) 469-1092**

Email: **Mikayla.Trujillo@gsd.nm.gov**

Title: **HVAC and Plumbing Services - Statewide**

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 July 5, 2024 to July 4, 2025 at the same price, terms and conditions, except Vendor (AH) Comfort System USA Southwest, Inc. who chose not to extend.

See attached price increases for Vendor (AF) B & D Industries.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 7/8/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

DocuSign Envelope ID: 502ABA98-7835-4E98-ABAE-7DE071C16230

Vendor (AF) B & D Industries Price Increases

Item	Unit	Description	Current Rate	New Rate
001	Hour	**Journeymen/Foreman/Experienced Technician - Worker, regular hours**		
		Zone 1	$95.00	**$101.18**
		Zone 2	$95.00	**$101.18**
		Zone 3	$95.00	**$101.18**
		Zone 4	$95.00	**$101.18**
		Zone 5	$95.00	**$101.18**
		Zone 6	$95.00	**$101.18**
002	Hour	**Journeymen/Foreman/Experienced Technician - Worker, after hours**		
		Zone 1	$125.00	**$133.13**
		Zone 2	$125.00	**$133.13**
		Zone 3	$125.00	**$133.13**
		Zone 4	$125.00	**$133.13**
		Zone 5	$125.00	**$133.13**
		Zone 6	$125.00	**$133.13**
003	Hour	**Apprentice/Experienced - Worker, regular hours**		
		Zone 1	$70.00	**$74.55**
		Zone 2	$70.00	**$74.55**
		Zone 3	$70.00	**$74.55**
		Zone 4	$70.00	**$74.55**
		Zone 5	$70.00	**$74.55**
		Zone 6	$70.00	**$74.55**
004	Hour	**Apprentice/Experienced - Worker, after hours**		
		Zone 1	$90.00	**$95.86**
		Zone 2	$90.00	**$95.86**
		Zone 3	$90.00	**$95.86**
		Zone 4	$90.00	**$95.86**
		Zone 5	$90.00	**$95.86**
		Zone 6	$90.00	**$95.86**
005	Hour	**Laborer, regular hours worked**		
		Zone 1	$55.00	**$57.33**
		Zone 2	$55.00	**$57.33**
		Zone 3	$55.00	**$57.33**
		Zone 4	$55.00	**$57.33**
		Zone 5	$55.00	**$57.33**
		Zone 6	$55.00	**$57.33**
006	Hour	**Laborer, after hours worked**		
		Zone 1	$70.00	**$72.97**
		Zone 2	$70.00	**$72.97**
		Zone 3	$70.00	**$72.97**
		Zone 4	$70.00	**$72.97**
		Zone 5	$70.00	**$72.97**
		Zone 6	$70.00	**$72.97**

DocuSign Envelope ID: 502ABA98-7835-4E98-ABAE-7DE071C16230

Item	Unit	Description	Current Rate	New Rate
		Projects OVER Sixty Thousand ($60,000.00)		
007	Hour	**Journeymen/Foreman/Experienced Technician - Worker, regular hours**		
		Zone 1	$95.00	**$101.18**
		Zone 2	$95.00	**$101.18**
		Zone 3	$95.00	**$101.18**
		Zone 4	$95.00	**$101.18**
		Zone 5	$95.00	**$101.18**
		Zone 6	$95.00	**$101.18**
008	Hour	**Journeymen/Foreman/Experienced Technician - Worker, after hours**		
		Zone 1	$125.00	**$133.14**
		Zone 2	$125.00	**$133.14**
		Zone 3	$125.00	**$133.14**
		Zone 4	$125.00	**$133.14**
		Zone 5	$125.00	**$133.14**
		Zone 6	$125.00	**$133.14**
009	Hour	**Apprentice/Experienced - Worker, regular hours**		
		Zone 1	$75.00	**$79.88**
		Zone 2	$75.00	**$79.88**
		Zone 3	$75.00	**$79.88**
		Zone 4	$75.00	**$79.88**
		Zone 5	$75.00	**$79.88**
		Zone 6	$75.00	**$79.88**
010	Hour	**Apprentice/Experienced - Worker, after hours**		
		Zone 1	$95.00	**$101.18**
		Zone 2	$95.00	**$101.18**
		Zone 3	$95.00	**$101.18**
		Zone 4	$95.00	**$101.18**
		Zone 5	$95.00	**$101.18**
		Zone 6	$95.00	**$101.18**
011	Hour	**Laborer, regular hours worked**		
		Zone 1	$55.00	**$57.33**
		Zone 2	$55.00	**$57.33**
		Zone 3	$55.00	**$57.33**
		Zone 4	$55.00	**$57.33**
		Zone 5	$55.00	**$57.33**
		Zone 6	$55.00	**$57.33**
012	Hour	**Laborer, after hours worked**		
		Zone 1	$70.00	**$72.97**
		Zone 2	$70.00	**$72.97**
		Zone 3	$70.00	**$72.97**
		Zone 4	$70.00	**$72.97**

DocuSign Envelope ID: 502ABA98-7835-4E98-ABAE-7DE071C16230

Item	Unit	Description	Current Rate	New Rate
		Zone 5	$70.00	**$72.97**
		Zone 6	$70.00	**$72.97**
013	Hour	**Diagnosis, project estimates, troubleshooting**	$95.00	**$101.18**
014	%	**Percentage Off Retail For all Parts and Materials**	0%	**No Change**
015	Day	**Daily per diem rate for overnight stay as needed including dinner and breakfast per person**	$150.00	**No Change**
016	Mileage	**One way per mile cost, per vehicle**	$0.62	**No Change**

DocuSign

Certificate Of Completion

Envelope Id: 502ABA9878354E98ABAE7DE071C16230
Status: Completed
Subject: Please DocuSign: 30-00000-23-00084 HVAC and Plumbing Services A003
Source Envelope:
Document Pages: 4
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Mikayla Trujillo
1100 S Saint Francis Dr
Santa Fe, NM 87502
mikayla.trujillo@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
7/3/2024 2:33:50 PM
Holder: Mikayla Trujillo
mikayla.trujillo@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
Tami Concha tami.concha@gsd.nm.gov Const. Supervisor New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None), Login with SSO **Electronic Record and Signature Disclosure:** Accepted: 6/28/2024 7:02:43 AM ID: a9ed2d91-f227-45ce-9f3e-898ece78fea0	 Signature Adoption: Pre-selected Style Using IP Address: 68.84.148.80	Sent: 7/3/2024 2:36:05 PM Viewed: 7/5/2024 10:24:43 AM Signed: 7/5/2024 10:30:36 AM
Mikayla Trujillo mikayla.trujillo@gsd.nm.gov Procurement Specialist II GSD/SPD Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/5/2024 10:30:37 AM Viewed: 7/8/2024 8:07:48 AM Signed: 7/8/2024 8:07:51 AM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/8/2024 8:07:54 AM Viewed: 7/8/2024 9:08:12 AM Signed: 7/8/2024 9:08:16 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/3/2024 2:36:05 PM
Certified Delivered	Security Checked	7/8/2024 9:08:12 AM
Signing Complete	Security Checked	7/8/2024 9:08:16 AM
Completed	Security Checked	7/8/2024 9:08:16 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

DocuSign Envelope ID: 219483E9-30F2-4A0E-A46B-19CFFEAF7AB0

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(BA) 0000050920
TLC Company, Inc.
dba: TLC Plumbing and Utility
5000 Edith Blvd. NE
Albuquerque NM 87107-4125

Email: jblaschke@tlcplumbing.com
Telephone No. 505-761-9696

Number**: 30-00000-23-00084**

Amendment No.**: Two**

Term**: July 5, 2023 thru July 4, 2024**

JO

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law

Invoice: As requested

Procurement Specialist**: James Ortega**

Telephone No.**: (505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

Title**: HVAC and Plumbing Services-Statewide**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

The information for Vendor (AU) TLC Plumbing & Utility is updated as shown below:

Update Vendor Information

From:	**To:**
(AU) 0000116994	(BA) 0000050920
TLC Plumbing & Utility	TLC Company, Inc.
dba TLC Plumbing & Utility	DBA:TLC Plumbing and Utility
5000 Edith Blvd. NE	5000 Edith BLVD NE
Albuquerque, NM 87107	Albuquerque, NM 87107-4125
Email: jblaschke@tlcplumbing.com	Email: jblaschke@tlcplumbing.com
Phone: (505) 761-9696	Phone: (505) 761-9696

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk Date: 9/7/2023

Dorothy Mendonca, New Mexico State Purchasing Agent

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

x **This Agreement was signed on behalf of the State Purchasing Agent**

MM

DocuSign

Certificate Of Completion

Envelope Id: 219483E930F24A0EA46B19CFFEAF7AB0
Status: Completed
Subject: Please DocuSign: SPD SPA
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
James Ortega
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
james.ortega@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
9/7/2023 3:15:00 PM
Holder: James Ortega
james.ortega@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Natalie Martinez Natalie.Martinez1@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	NM Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/7/2023 3:18:03 PM Viewed: 9/7/2023 3:18:39 PM Signed: 9/7/2023 3:18:48 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
James Ortega james.ortega@gsd.nm.gov Security Level: Email, Account Authentication (None)	JO Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 9/7/2023 3:18:49 PM Viewed: 9/7/2023 3:19:14 PM Signed: 9/7/2023 3:19:21 PM
Electronic Record and Signature Disclosure: Accepted: 10/24/2022 4:00:52 PM ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35		
Valerie Paulk valerie.paulk@gsd.nm.gov Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	Valerie Paulk Signature Adoption: Pre-selected Style Using IP Address: 67.0.212.236 Signed using mobile	Sent: 9/7/2023 3:19:22 PM Viewed: 9/7/2023 3:22:24 PM Signed: 9/7/2023 3:22:47 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	9/7/2023 3:18:03 PM
Certified Delivered	Security Checked	9/7/2023 3:22:24 PM
Signing Complete	Security Checked	9/7/2023 3:22:47 PM
Completed	Security Checked	9/7/2023 3:22:47 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.

DocuSign Envelope ID: 63EE4EAF-2100-47CE-B4B2-270FAA86F6E1

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
26 Vendors – See Page 6

Number: **30-00000-23-00084**

Amendment No.: **One**

Term: **July 5, 2023 thru July 4, 2024**

JO

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:

Procurement Specialist: **James Ortega**

Telephone No.: **(505) 795-2516**

Email: **James.Ortega@gsd.nm.gov**

Title: **HVAC and Plumbing Services-Statewide**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective immediately: The SHARE vendor numbers for the following vendors have been activated:
(AB) 0000163658 Scott Singletary dba Air Care New Mexico, LLC.,
(AM) 0000174680, Valerie Grubbs, dba Integrity Heating and Cooling LLC.
(AO) 0000046321 JB Henderson Construction Company
(AP) 0000166933 Kenneth McDowell, dba McDowell Mechanical, LLC
(AR) 0000137241 Mosark, LLC
(AY) 0000091459 Yei Rogers dba Wizer Electric LLC.

The SHARE ID number for vendor (AZ-1) 0000046206 Yearout Mechanical Inc. dba Welch's Boiler Service, LLC has been corrected.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: 8/9/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

DocuSign Envelope ID: 63EE4EAF-2100-47CE-B4B2-270FAA86F6E1

(AB) 0000163658
Scott Singletary
Air Care New Mexico, LLC
dba Air Care New Mexico
5445 Edith Blvd NE Suite E
Albuquerque, NM 87107
505-595-2273
kayla@aircarenm.com

(AM) 0000174680
Valerie Grubbs
Integrity Heating and Cooling LLC
2060 Main St. NE Ste D
Los Lunas, NM 87031
505-61-2209
admin@integrity-heatingandcooling.com

(AO) 0000046321
JB Henderson Construction Company, Inc.
PO Box 53176
Albuquerque, NM 87153-3176
505-975-1465
jeichhorst@jbhenderson.com

(AP) 0000166933
Kenneth McDowell
McDowell Mechanical, LLC
PO Box 6771
Santa Fe NM 87502
505-204-9855
mcdowellmechanicalsf@gmail.com

(AR) 0000137241
Mosark, LLC
35257 Hwy 87
Raton, NM 87740
575-447-1709
mosarkllc@outlook.com

(AY) 0000091459
Yei Rogers
Wizer Electric LLC
6017 Del Carmen Rd NE
Rio Rancho, NM 87144
505-304-7752
sam@wizerelectric.com

(AZ-1) 0000046206
Yearout Mechanical Inc.
dba Welch's Boiler Service, LLC
8501 Washington St. NE
Albuquerque, NM 87113
505-314-8226
rrodriguez@yearout.com

DocuSign

Certificate Of Completion

Envelope Id: 63EE4EAF210047CEB4B2270FAA86F6E1
Status: Completed
Subject: Please DocuSign: SPD SPA
Source Envelope:
Document Pages: 2
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
James Ortega
1100 S Saint Francis Dr
Santa Fe, NM 87502
james.ortega@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
8/9/2023 2:20:48 PM
Holder: James Ortega
james.ortega@gsd.nm.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	MS Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/9/2023 2:22:52 PM Viewed: 8/9/2023 2:30:01 PM Signed: 8/9/2023 2:30:24 PM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
James Ortega james.ortega@gsd.nm.gov Security Level: Email, Account Authentication (None)	JO Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 8/9/2023 2:30:25 PM Viewed: 8/9/2023 3:06:37 PM Signed: 8/9/2023 3:06:41 PM
Electronic Record and Signature Disclosure: Accepted: 10/24/2022 4:00:52 PM ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35		
Valerie Paulk valerie.paulk@gsd.nm.gov Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	Valerie Paulk Signature Adoption: Pre-selected Style Using IP Address: 174.231.16.32 Signed using mobile	Sent: 8/9/2023 3:06:42 PM Viewed: 8/9/2023 3:25:36 PM Signed: 8/9/2023 3:25:57 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/9/2023 2:22:52 PM
Certified Delivered	Security Checked	8/9/2023 3:25:36 PM
Signing Complete	Security Checked	8/9/2023 3:25:57 PM
Completed	Security Checked	8/9/2023 3:25:57 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.

DocuSign Envelope ID: 86BB2A52-EADA-4096-97C8-3BEF0D8A6B40

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
26 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**:** **30-00000-23-00084**

Payment Terms**:** **See Page 6**

F.O.B.**:** **Destination**

Delivery**:** **See Page 6**

JO

Procurement Specialist**:** **James Ortega**

Telephone No.**:** **(505) 795-2516**

Email: **James.Ortega@gsd.nm.gov**

Title**:** **HVAC and Plumbing Services-Statewide**

Term**:** **July 5, 2023 thru July 4, 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: 7/5/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

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 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 Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such

material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) 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.

Awarded Vendors:

(AA) 0000051142
A-Plus Plumbing & Heating Inc.
PO Box 9717
Santa Fe, NM 87504
505-470-6162
aplusespanola@yahoo.com

Payment Term: 30 Days

Delivery: 502 Calle Ben Vigil, Espanola, NM 87532

(AB) Not in SHARE
Air Care New Mexico, LLC
dba Air Care New Mexico
5445 Edith Blvd NE Suite E
Albuquerque, NM 87107
505-595-2273
kayla@aircarenm.com

Payment Term: Net 30

Delivery: As requested, as often as we can meet the demand

(AC) 0000054601
Anchorbuilt, Inc
PO Box 27688
Albuquerque, NM 87125
505-342-2452
ray.zamora@anchorbuilt.com

Payment Term: Net 30

Delivery: As Requested

(AD) 0000138545
Aria, Inc.
dba Cartwright's Plumbing and HVAC
PO Box 16371
Santa Fe, NM 87592
505-982-2511
rr.cartwright@rrsc.com

Payment Term: Net 30

Delivery: 1360 Vegas Verdes Ste B
Santa Fe NM 87507

(AE) 0000046656
Automated Control Systems, Inc.
5801-B McLeod NE
Albuquerque, NM 87109
505-881-7070
bel@acsionline.com
bjf@acsionline.com

Payment Term: Net 30

Delivery: As Requested

(AF) 0000046277
B & D Industries Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123
505-299-4464
newwojob@banddindustries.com

Payment Term: Net 30

Delivery: F.O.B. Destination

(AG) 0000049957
CAC, Inc.
610 Industrial Ave. NE
Albuquerque, NM 87107
505-343-6100
trevorb@cacinc.net
service@cacinc.net

Payment Term: Net 30

Delivery: F.O.B. Destination

(AH) 0000108425
Comfort Systems USA Southwest, Inc.
6875 W Galveston St
Chandler, AZ 85226
(505) 856-9250
steve.adams@comfortsystemsusa.com
brian.ruffner@comfortsystemsusa.com
CAMAZ@comfortsystemsusa.com

Payment Term: Net 30

Delivery: FOB Destination

(AI) 0000046874
Conti Energy Control
6417 Center Drive
Sterling Heights, MI 48312
505-890-2888
nmpo@conticorporation.com
scott.stevens@conticorporation.com
nmservice@conticorporation.com

Payment Term: Net 30

Delivery: As Requested

(AJ) 0000046669
Donner Plumbing & Heating, Inc.
107 Candelaria Rd NW
Albuquerque, NM 87107
505-884-1017
jgarner@donnerplumbing.com
aknight@donnerplumbing.com
kdonner@donnerplumbing.com
rlobb@donnerplumbing.com

Payment Term: Net 30

Delivery: As requested, FOB Destination

(AK) 0000086357
Four Winds Mechanical HTC/AC
8915 Adams St NE
Albuquerque, NM 87113
505-908-0090
lynn@4windsmechanical.com

Payment Term: Net 30

Delivery: Destination as requested, FOB Destination

(AL) 0000098448
Hausermann Mechanical LLC
3100 Richmond Dr NE
Albuquerque, NM 87107
505-200-0650
jhausermann@comcast.com

Payment Term: Net 30

Delivery: Destination as requested

(AM) Not in SHARE
Integrity Heating and Cooling LLC
2060 Main St. NE Ste D
Los Lunas, NM 87031
505-61-2209
admin@integrity-heatingandcooling.com

Payment Term: Net 30

Delivery: As Requested

(AN) 0000051254
J.D. Zentz Inc.
4020 Peggy Rd Se Ste M1
Rio Rancho, NM 87124
505-891-0551
jdzentz@aol.com
lorriedodge1@aol.com

Payment Term: net 30

Delivery: As Requested

(AO) Not in SHARE
JB Henderson Construction Company, Inc.
PO Box 53176
Albuquerque, NM 87153-3176
505-975-1465
jeichhorst@jbhenderson.com

Payment Term: Net 30

Delivery: As Requested

(AP) Not in SHARE
McDowell Mechanical, LLC
PO Box 6771
Santa Fe NM 87502
505-204-9855
mcdowellmechanicalsf@gmail.com

Payment Term: Net 30

Delivery: As Requested

(AQ) 0000054038
Mechanical Systems, Inc.
420 Martinez Lane NE
Albuquerque, NM 87107
505-345-0947
msinc34@msincnm.com

Payment Term: Net 30

Delivery: Normal service is usually 2-3 business days. Overtime service requests start same day from 5pm-8pm or when a technician finishes their. normal service schedule and becomes available Normal service is usually 2-3 business days.

(AR) Not in SHARE
Mosark, LLC
35257 Hwy 87
Raton, NM 87740
575-447-1709
mosarkllc@outlook.com

Payment Term: Net 30

Delivery: AS REQUESTED

(AS) 0000009419
ORCOM, a Division of Ortega Companies, Inc.
PO Box 605
Peralta, NM 87042
505-865-7401 ext 403
505-480-5852
billy@orcominc.com
rosanna@orcominc.com
del@orcominc.com

Payment Term: Net 30

Delivery: As Requested

(AT) 0000043952
PC Automated Controls, Inc.
4239 Balloon Park
Albuquerque, NM 87109
505-895-9040
blinzey@pcautomatedcontrols.com

Payment Term: Net 30

Delivery: As requested and depending on manufacturer lead times.

(AU) 0000116994
TLC Plumbing & Utility
dba TLC Plumbing & Utility
5000 Edith Blvd. NE
Albuquerque, NM 87107
505-761-9696
jblaschke@tlcplumbing.com

Payment Term: Net 30

Delivery: As requested

(AV) 0000011132

Trane US Inc.
PO Box 98167
Chicago, IL 60693
505-681-1899
msfafard@trane.com

Payment Term: Net 30

Delivery: 5501 San Diego Ave NE Albuquerque, NM

(AW) 0000051414
WWRC, Inc.
1716 W. 7th
Clovis, NM 88101
575-769-2618
wwrc@wwrcinc.com

Payment Term: Net 30

Delivery: As Requested

(AX) 0000052947
Western Mechanical Co.
dba Western Mechanicl HVAC & Plumbing
3301 Girard Blvd NE
Albuquerque, NM 87107
505-341-4458
mike.westernmechanical@gmail.com

Payment Term: 30 days

Delivery: email through portal

(AY) Not in SHARE
Wizer Electric LLC
6017 Del Carmen Rd NE
Rio Rancho, NM 87144
505-304-7752
sam@wizerelectric.com

Payment Term: Net 30

Delivery: As Requested

(AZ) 0000086970
Yearout Mechanical Inc.
dba Welch's Boiler Service, LLC
8501 Washington St. NE
Albuquerque, NM 87113
505-314-8226
rrodriguez@yearout.com

Payment Term: Net 30

Delivery: F.O. B. Destination (as requested)

QUOTE

#Q60954-2

City of Santa Fe
PO Box 909
Santa Fe, NM 87501

Tuesday
Apr 01, 2025

Quote Details | **121 Aviation Dr. Santa Fe, NM 87505**

Quote Details

Description of Work:

Contract price for TLC to perform replacement of six (6) existing air handlers with Heil/ICP refrigerated air units

- Existing air handlers will be fully decommissioned, uninstalled and removed, boiler lines capped inside ceiling
- Six new Heil units will be craned and installed as follows;
  - AHU-6 will be replaced with a 15 ton package unit- will require a 100 amp, 208/230v 3 ph circuit
  - AHU-9 will be replaced with a 12.5 ton unit- will require a 80 amp, 208/230v 3 ph circuit
  - AHU-3 will be replaced with a 25 ton unit- requires a 150 amp 208/230v 3ph service
  - AHU-1 will be replaced with a 17.5 unit - requires a 100 amp 208/230v 3ph service
  - AHU-5 will be replaced with a 10 ton package unit- requires 60 amp service 208/230v 3ph
  - AHU-8 will be replaced with a 10 ton package unit- requires 60 amp service 208/230v 3ph
- All six units will be installed with economizers and hail guards
- Condensate piping will be installed with running traps and terminated properly
- Curb adapters and ducting will be fully manufactured, installed, sealed. Proper duct transitions will be fabbed and installed
- Low voltage wiring will be installed to return stat or wireless as necessary.
- Once installation is complete, full start up and set up will be performed, units will be entirely commissioned
- Manufacturer will provide a full 2 year parts, 10 year compressor and heat exchanger warranty
- TLC will provide a full 1 year warranty on all work performed, and lifetime proper worksmanship guarantee
- This quote does not include electrical or gas piping

Subtotal	**$373,692.00**
Tax	**$30,596.03**
Total	**$404,288.03**

EXPIRES ON Apr 06, 2025 | **Issued By:** E. Antonio A

Terms & Conditions:

Payment Due:
Upon Completion

Exclusions:

- All state and local sales taxes
- All work beyond the scope of this proposal
- All existing systems, including roofing, ducting, electrical, water, and gas systems

*** NOTE 1: This proposal may be withdrawn by TLC Plumbing & Utility if not accepted within 30 days of original date quoted. NOTE 2: FINANCE CHARGE 1.5% PER MONTH (18% per annum) service charge on past due accounts (Defined as accounts 90 Days past date on invoice). NOTE 3: Work to be performed on a contract bid price will not be converted to a Time and Material basis, and will not be broken down thereby after the work has been performed. NOTE 4: The price quoted herein includes all discounts.***

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/17/2024

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 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 TLC Santa Fe, LLC 2532 Camino Entrada Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Phoenix Insurance Company — 25623 INSURER B : Travelers Property Casualty Company of America — 25674 INSURER C : Associated Builders & Contractors of NM Merit Shop Workers Com 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	DT-CO-7W41389A-PHX-23	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 $ 0 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	810-6W400914-24-26	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 $ 10,000			CUP-6W550351-23-26	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	EWC008469	12/31/2023	12/31/2024	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
B	Install Floater/BR			QT-630-6W945490-TIL-23	7/1/2024	7/1/2025	Builders Risk	6,000,000

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

CERTIFICATE HOLDER

Santa Fe Regional Airport
121 Aviation Dr
87507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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

Item #: _____
Munis Contract #: 3250480
SWPA #: 30-00000-23-00084

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 **TLC 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 procured this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by the Contract Documents for Santa Fe Regional Airports swamp cooler conversion project, Contract # 3250480.

The work designated in the attached quote marked as "Exhibit A" consists of but it not limited to, replacement of six (6) existing air handlers with Heil/ICP refrigerated air units as described in the Contract Documents.

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

B. Project: Santa Fe Regional Airport's swamp cooler conversion

C. City Department: Airport

D. Distribution:

City James Harris - Airport Manager, Santa Fe Regional Airport
121 Aviation Drive
Santa Fe, NM 87507

Contractor Richard Baker, HVAC Manager
TLC Santa Fe LLC.
2532 CAMINO ENTRADA, SANTA FE NM 87507
505-362-7465
rbaker@tlcplumbing.com

2. **Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed four hundred and four thousand, two hundred and eighty-eight dollars and three cents ($404,288.03), including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

Base Bid	$373,692.00
Gross Receipts Tax (8.1875%	$30,596.03
Base Bid plus NMGRT	$404,288.03

The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed four hundred and four thousand, two hundred and eighty-eight dollars and three cents ($404,288.03), This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

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

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

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

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

3. Term

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

4. Termination

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

B. Notice; City Opportunity to Cure.

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

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

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

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

OF THIS CONTRACT.

5. Appropriations

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

6. Status of Contractor

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

7. Construction Contract Performance and Payment Bond

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

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

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

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

8. Assignment

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

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract

without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

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

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

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

14. Amendment

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment,

have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Change Orders

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

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

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

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

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

16. Merger

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

This Contract is issued against the state or agency Master Agreement, established and maintained by the State of New Mexico, SWPA 30-00000-23-00084, HVAC and Plumbing Services - Statewide, and through this language hereby incorporates this Contract by reference and is included in the order of precedence.

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

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

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

20. Workers Compensation

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

21. Other Insurance

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

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

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

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

minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

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

22. Records and Financial Audit

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

23. Indemnification

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

24. New Mexico Tort Claims Act

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

25. Invalid Term or Condition

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

26. Enforcement of Contract

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

27. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered

in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Sebastian Gallegos, Project Administror
City of Santa Fe
Santa Fe Regional Airport
121 Aviation Drive, Santa Fe, NM 87507
505-695-3538
sfgallegos@santafenm.gov

To the Contractor:
Richard Baker, HVAC Manager
TLC Santa Fe LLC.
2532 CAMINO ENTRADA, SANTA FE NM 87507
505-362-7465
rbaker@tlcplumbing.com

28. Authority

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

29. Progress Payments

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

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

30. Final Payment

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

Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

31. Schedule

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

32. General and Special Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SANTA FE:

_____
ALLAN WEBBER, CITY MAYOR

DATE: _____

CONTRACTOR:

Richard Baker (Apr 3, 2025 10:44 MDT)
RICHARD BAKER, HVAC MANAGER

DATE: Apr 3, 2025

NMBTIN#: 47-2353876

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Apr 3, 2025 11:09 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
FINANCE DIRECTOR

THE AMERICAN INSTITUTE OF ARCHITECTS

Executed One (1) Original bond

Bond No. 7901244696

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

TLC Santa Fe, LLC
2532 Camino Entrada
Santa Fe, NM 87507

SURETY (Name and Principal Place of Business):

Nationwide Mutual Insurance Company
One West Nationwide Blvd., 1-14-301
Columbus, OH 43215-2220

OWNER (Name and Address):

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

CONSTRUCTION CONTRACT

Date:
Amount: ($ 397,977.46) Three Hundred Ninety Seven Thousand Nine Hundred Seventy Seven Dollars and 46/100
Description (Name and Location): Replacement of six (6) existing air handlers with Heil/ICP refrigerated air units, Quote #Q60954-2; Santa Fe, NM.

BOND

Date (Not earlier than Construction Contract Date): March 31, 2025
Amount: ($ 397,977.46) Three Hundred Ninety Seven Thousand Nine Hundred Seventy Seven Dollars and 46/100
Modifications to this Bond: ☒ None ☐ See Page 3

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
TLC Santa Fe, LLC
Signature: Stacey Habedank
Name and Title:
Stacey Habedank Office Manager
(Any additional signatures appear on page 3)

SURETY
Company: (Corporate Seal)
Nationwide Mutual Insurance Company
Signature:
Name and Title: David C. Mitchie
Attorney-in-Fact

NATIONWIDE MUTUAL INSURANCE COMPANY SEAL SURETY USE ONLY COLUMBUS, OH

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:
HUB International Insurance Services, Inc
P.O. Box 3135
Albuquerque, NM 87190-3135
505-828-4000

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

THE AMERICAN INSTITUTE OF ARCHITECTS

Executed One (1) Original bond

Bond No. 7901244696

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

TLC Santa Fe, LLC
2532 Camino Entrada
Santa Fe, NM 87507

SURETY (Name and Principal Place of Business):

Nationwide Mutual Insurance Company
One West Nationwide Blvd., 1-14-301
Columbus, OH 43215-2220

OWNER (Name and Address):

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

CONSTRUCTION CONTRACT

Date:
Amount: ($397,977.46) Three Hundred Ninety Seven Thousand Nine Hundred Seventy Seven Dollars and 46/100
Description (Name and Location): Replacement of six (6) existing air handlers with Heil/ICP refrigerated air units, Quote #Q60954-2; Santa Fe, NM.

BOND

Date (Not earlier than Construction Contract Date): March 31, 2025
Amount: ($ 397,977.46) Three Hundred Ninety Seven Thousand Nine Hundred Seventy Seven Dollars and 46/100
Modifications to this Bond: ☒ None ☐ See Page 6

CONTRACTOR AS PRINCIPAL
Company: (Corporate Seal)
TLC Santa Fe, LLC
Signature: Stacey Habedank
Name and Title: Stacey Habedank Office Manager
(Any additional signatures appear on page 6)

SURETY
Company: (Corporate Seal)
Nationwide Mutual Insurance Company
Signature:
Name and Title: David C. Mitchie
Attorney-in-Fact

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:
HUB International Insurance Services, Inc
P.O. Box 3135
Albuquerque, NM 87190-3135
505-828-4000

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

David C. Mitchie

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i)bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

Surety Bond Number: 7901244696
Principal: TLC Santa Fe, LLC
Obligee: City of Santa Fe

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss
On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 31st day of March, 2025.

Assistant Secretary

BDJ 1(04-24)00

CITY OF SANTA FE

The Purchasing Memo

Date: February 17, 2025

To: Mark Scott, City Manager Mark Scott (Mar 4, 2025 11:39 MST)

From: LeRoy Alvarado, Interim Facility Manager LA

Via: Micheal Dozier, Waste Management Division MD

Subject: JWC Grinders and Controls Replacements (sole source)

Vendor Name: TW Associates dba Misco Water

Munis Vendor Number: 6083

ITEM AND ISSUE:

Wastewater management Division] respectfully requests your review and approval of a Sole Source purchase in the total amount of $119,949 including tax for the installation of 1 JWC Grinder and 2 panels for a term of 3 months with TW Associates dba Misco Water.

Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $119,949 from Cash Fund 500 to Repair and Maintenance System Equipment.

CONTRACT NUMBER:

n/a

BACKGROUND AND SUMMARY:

TW Associates is the sole representative and provider for JWC Environmental INC equipment. Which is the original Manufacture of the 30004T-1200-DI Muffin Monster Grinder. This equipment grinds up large debris prior to it going into the Anaerobic Digester to prevent debris from hanging up on internal piping and mixing devices inside the chamber. If excessive amounts of debris accumulate the pumping systems have the potential to fail or plug which may require the digester to be shut down and emptied to access the chamber to remove large deposits of debris. Currently the bypass piping is open to keep flow moving to their respective process. Having the bypass open allows large debris to pass through into the pumping systems intakes which collects in front of the intake of the pumps which eventually plug the feed lines. Excessive blockages will ultimately cause permanent damage to the pumping systems, creating additional damage.

PRIOR APPROVA.LS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Enterprise Fund/ 500

Munis Org Name/Number: WW Treatment Plant/5000367

Munis Object Name/Number: Repair and Maintenance System Equip/520150

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

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-126, Sole Source

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: ~~Josie Bolden, Controller, 03032~~ **Title:** _____ **Date:** _____

Josie Bolden, Controller, 030325 (Mar 3, 2025 12:59 MST)

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination
CPO Service Determination Email
Procurement document: Sole Source Determination
Vendor's Quote
Certificate of Liability Insurance (COI)

City of Santa Fe, New Mexico

SOLE SOURCE REQUEST AND DETERMINATION FORM

This Sole Source request form must be submitted to the Central Purchasing Division for authorization, determination, and processing by the Chief Procurement Officer (CPO).
Complete this form in its entirety!

Date: 12/24/2024 **Prepared By:** Leroy Alvarado

Email: lmalvarado@santafenm.gov **Phone #:** 505-469-5358

Description of Goods/Service to be Procured (short title):
JWC Environmental INC Grinder replacement

Vendor Name: TW Associates dba Misco Water

Address: 651 Corporate Circle #100

City: Golden **State:** CO **Zip Code:** 80401

Justification (choose from the drop down): Sole Vendor

Type of good/service (choose from the drop down): Tangible Goods

***Estimated Cost:** $119,949 **Term of Contract:** 3 months

*Tax is subject to change.

Quantity of the service:
example: 12 MONTHS, 15 LICENSES, ETC.
1 grinder with 2 control panels and installation

Conversion: To Requisition **Org / Object:** 5000367 - 520150

Place checkmarks to affirm you agree and have included these documents:

☒ **The vendor has affirmed sole source for the services, construction, or items of tangible personal property by providing a letter on company letterhead signed by leadership affirming they are the sole provider of the goods/services outlined in the scope of work, and documentation has been provided that due diligence was conducted to identify other possible vendors/contractors to provide the requested services/goods but proved unsuccessful.**
☒ **Itemized price quote from sole source vendor fully detailing costs for goods/services in scope of work. (Must state whether they are going to charge tax or not.)**
☐ **If contract value exceeds CM Approval Amount, include agenda item to present to 2 Committees and Governing Body.**

Place checkmarks to affirm this request aligns with each of the requirements in NMSA 1978, Section 13-1-126:

☒ There is only one source for the required service, construction, or item of tangible personal property.

☒ The service, construction, or item of tangible personal property is unique, and this uniqueness is substantially related to the intended purpose of the contract.

☒ Other similar services, construction, or items of tangible personal property cannot meet the intended purpose of the contract.

1. **Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction, or item(s) of tangible personal property (if this is an amendment request to an existing contract, attach current contract).**
-Please note that specifications cannot be narrowly drafted to preclude competition solely to allow award to a favored vendor.

The purpose of this purchase is to replace the failed grinder in the Headworks Primary Pumping System and the Waste Activated Sludge (W.A.S.) system. Misco Water is the sole authorized representative and provider for JWC Environmental Inc., the original manufacturer of the 30004T-1200-DI Muffin Monster Grinder. The existing piping system is specifically designed to accommodate the dimensions of this equipment, and modifications to fit alternative grinder would be unfeasible.

Currently, the bypass piping is open to maintain flow to the respective processes. However, this temporary measure allows large debris to bypass the grinder, leading to significant accumulation at the pump intakes, which blocks lines and risks permanent damage to the pumping systems. Immediate replacement of the grinder is essential to prevent further disruptions and damage to critical infrastructure.

Scope of Work:

1. Procure the 30004T-1200-DI Muffin Monster Grinder from Misco Water.
2. Schedule and coordinate installation with the vendor' s authorized installers.
3. Complete startup and commissioning of the new unit in collaboration with the vendor.

2. **Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.**

The department has determined that the 30004T-1200-DI Muffin Monster Grinder is the only suitable option for this replacement due to its compatibility with the existing infrastructure. This grinder is a replacement in kind, designed to seamlessly integrate into the facility without necessitating extensive modifications to the existing piping. Alternative grinders would require significant reconfiguration.

3. **Provide an explanation of the prospective vendor's unique qualifications, proprietary rights, or capabilities that make them the only source able to meet the intended purpose of the contract. Uniqueness should be fact-based and substantially related to the contract's purpose. Reasons should focus on factual uniqueness rather than statements such as "best" or "least costly" source.**

All grinder units at the facility are from the same manufacturer, ensuring consistency in maintenance and simplifying spare parts inventory management. When the units were initially installed, the deciding factor was

the unique capability of the 30004T-1200-DI Muffin Monster grinder to fit within the facility's tight spatial constraints. Selecting the same model for the replacement unit eliminates the need for significant piping modifications, which would otherwise be required to accommodate a different design. Given the facility's ongoing challenges in maintaining compliance and uninterrupted operations, this approach minimizes disruption and ensures a seamless resolution.

4. Explain why other similar professional services, services, construction, or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

Due to the specific design constraints of the grinding unit, alternative equipment cannot meet the facility's needs. Competing products are generally larger and designed for horizontal installation, which requires significantly more space. Unfortunately, the available footprint at this location is insufficient to accommodate such units. The unique configuration of the specified equipment is essential to ensure compatibility with the existing infrastructure.

City of Santa Fe, New Mexico

Approvals:
Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with NMSA 1978, Section 13-1-126 and shall be posted for a 30-day period prior to award.

Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: 01/07/2025

Department Approval by:

Jesse Roach, Interim PUD Department Director

Date: 01/07/2025

Pursuant to NMSA 1978, Section 13-1-126 Sole Source Procurement, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no objections to the award to the above referenced vendor were received. ***This Sole Source determination will be valid for the term stated on the first page of this document.***

Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: Feb 14, 2025

JWC Environmental
2850 S. Red Hill Ave.
Santa Ana, CA 92705
P: 949-833-3888
F: 949-833-8858
E: jwce@jwce.com

December 9, 2024

Leroy Alvarado
City of Santa Fe
Santa Fe, NM

Subject: Sole Source for JWC Environmental Equipment
Federal Tax ID #45-2771126

JWC Environmental is the inventor and owner of the Muffin Monster, Channel Monster, Auger Monster, Screenings Washer Monster, Honey Monster and Monster Screening Systems (Monster Bandscreen, Monster Chain and Rake, Monster Finescreen). We hold numerous patents and trademarks on these products. JWC Environmental is the sole manufacturer of these products and the exclusive source for service parts for this equipment.

JWC Environmental operates the only Service Centers that are factory authorized to perform repairs on Muffin Monster, Channel Monster, Auger Monster, Screenings Washer Monster, Honey Monster and Monster Screening Systems. The authorized distributor for The State of New Mexico is MiscoWater located in Tempe, AZ

Please feel free to contact me at *714-478-6759 or benw@jwce.com* if we can provide any additional information.

Sincerely,

Ben Wall
Regional Sales Manager, Aftermarket, West



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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities/Wastewater	8/28/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WW Treatment Plant/Repair and Maintenance Sys Equip	5000367	520150		$ 119,949.00	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 119,949	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo
To increase Repair and Maintenance Sys Equip for TW Associates in the amount of $119,949 (please see memo for more detail)
Please when posting BAR indentify vendor name…

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(119,949)
TOTAL:	**(119,949)**

Linda Macallister
Linda Macallister (Apr 7, 2025 10:57 MDT)
Prepared By *{print name}* — Apr 7, 2025 Date

Apr 7, 2025
Division Director Signature *{optional}* — Date

Apr 8, 2025
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Apr 17, 2025 Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

February 24, 2025

LeRoy Alvarado
Operations Supervisor
Wastewater Management Division
City of Santa Fe

Subject: City of Santa Fe Paseo Real WWTF
JWC Grinder and Controls Equipment Replacement

Dear Mr. Alvarado:

MISCO Water is pleased to offer the City of Santa Fe a complete furnish and installation quotation for the replacement of JWC grinder and control equipment at the Paseo Real Wastewater Treatment Facility as outlined in the table below. MISCO Water will remove the existing grinder and control panel in the basement of the DAF #1 and #2 Building and the grinder control panel in the basement of the Headworks Building. These items will be replaced with new JWC equipment as outlined below. MISCO Water' s scope of supply includes all labor and materials to disconnect and remove the existing grinder and control panels and to mechanically install the new grinder and control panels, including electrical conduit and connections. The equipment, installation and start-up scope of supply is outlined in further detail in the table below.

Location	Qty	Description
DAF #1 & #2 Building Basement	1	30004T-1200-DI Muffin Monster Grinder - 11T Cam Cutters - 1:1 Stack Hardened Alloy STL - Buna N Elastomers - Cork & Rubber Gaskets - Optimized Cut Control Gearing - Motor Type: Electric - New 3HP TEFC Motor - New 29:1 Reducer - New Spool - New 6" Pipe Dia. Unibody Housing - Paint: Epoxy Green

DAF #1 & #2 Building Basement	1	New PC2200 Motor Controller Panel - Line active indicator lamp - Run indicator lamp - Combination motor - overload/grinder - overload/motor - overtempt lamp - Reversing contactor - Overload output - Run output - Motor overtemp input for explosion-proof motors - Housed in NEMA 4X FRP enclosure
DAF #1 & #2 Building Basement	1	Mechanical and Electrical Removal & Installation - Removal of existing grinder and control panel - Installation of new grinder and control panel - Electrical disconnect and reconnect - Electrical conduit between grinder and control panel
DAF #1 & #2 Building Basement	1	Grinder and control panel start-up
Headworks Building Basement	1	New PC2200 Motor Controller Panel - Line active indicator lamp - Run indicator lamp - Combination motor - overload/grinder - overload/motor - overtempt lamp - Reversing contactor - Overload output - Run output - Motor overtemp input for explosion-proof motors - Housed in NEMA 4X 316 SS Enclosure
Headworks Building Basement	1	Mechanical and Electrical Removal & Installation - Removal of existing control panel - Installation of new control panel - Electrical disconnect and reconnect - Reuse of existing electrical conduit between grinder and control panel assumed
Headworks Building Basement	1	Existing grinder start-up with new control panel
1		Prepaid shipping and handling of equipment to City of Santa Fe Paseo Real WWTF

Additional details on the proposed JWCE 30004T-1200 Muffin Monster grinder and associated PC2200 control panels including product brochure and sample drawings are included in the enclosed appendix.

The lead times and construction schedule for the outlined scope of supply are as follows:

- 6-8 weeks from date of approved order for shipment of equipment
- Installation and Start-Up upon delivery of equipment. Exact timing will be coordinated with Town staff.
- 2 weeks estimated duration for removal of existing grinder and control panels and installation and start-up of new equipment

The complete price for labor and materials outlined in the scope of supply table above and enclosed screen appendix as well as NM Gross Receipts Tax is **$119,949**. This price is valid for 60 days from the bid date. Please see a breakdown of pricing below:

Equipment & Materials: $56,727
Labor: $58,437
NMGRT: $4,785

Payment Terms:

- 75% Upon Delivery of Equipment, net 30 days;
- 20% Upon Mechanical/Electrical Installation of Equipment, net 30 days;
- 5% Upon Start-Up of Equipment, net 30 days

Please note the pricing above only includes the equipment and installation work specifically outlined above. Any additional equipment and associated installation work beyond the scope of supply listed above is excluded and MISCO Water reserves the right to reprice should additional equipment or site work be deemed necessary by the City of Santa Fe. Additionally, a non-exhaustive list of items excluded from MISCO Water's scope of work is outlined below:

- Replacement or upgrades of existing electrical gear
- SCADA programming
- Bypass Pumping
- Interconnecting Piping
- Coatings
- Permits, Fees, engineered drawings
- Seismic calculations or Seismic Upgrades
- Third party inspection or testing
- Pressure testing
- Hazardous material handling or disposal

- Certified payroll
- Project labor agreement
- Bonds
- Buy America equipment requirements certification
- AIS equipment requirements certification

The quoted scope of work is based on standard wage rates and insurance policies. MISCO Water reserves the right to reprice our scope of work, should additional wage, insurance requirements or bonds be deemed necessary by the City of Santa Fe.

Thank you for your consideration and we look forward to discussing this offering with Town staff in more detail in the future.

Nick Lucas
MISCO Water/TW Associates
720-526-7397
nlucas@miscowater.com

CC: Stefan Oreshkov MISCO Water/TW Associates

MISCO WATER
a UFT Company

STANDARD TERMS AND CONDITIONS *1*

ACCEPTANCE

The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. **Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.**

APPROVAL DRAWINGS

All items listed are based on SELLER S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions. Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar, as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. DAMAGE CLAIMS: Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required before the driver is released.. RETURNED PRODUCTS: In no instance is equipment to be returned without first obtaining SELLERS written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

STORAGE

Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.

b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.

c. If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

PAYMENT

Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment if shipment is deferred by BUYER) **unless stated otherwise on the face of the attached quotation.** Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to four percent (4%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

TAXES AND BONDS

Taxes and bonds are **NOT** included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice. All prices exclude sales, use, duties, excise, and other taxes in respect to manufacture, sale, or delivery, all of which are to be paid by the buyer unless a proper exemption certificate is furnished. BUYER agrees to reimburse our company for taxes SELLER must pay on BUYER S' behalf.

CLAIMS AND BACKCHARGES

BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS,

STANDARD TERMS AND CONDITIONS 2

DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT. No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

SECURITY INTEREST & TITLE

Until all amounts due SELLER have been paid in full, SELLER shall retain a security interest in the product and have all rights of a secured party under the Uniform Commercial Code and applicable law, including the right to repossess the product or equipment without legal process and the right to require the BUYER to assemble the equipment and make it available to SELLER at a place reasonably convenient to both parties.

WARRANTY

Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

INDEMNIFICATION

To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnity SELLER for all liability damages, costs and expenses in connection therewith.

CANCELLATION

Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

MODIFICATIONS

This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

AUTHORITY OF SELLER'S AGENTS

No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

NO THIRD-PARTY BENEFICIARIES

This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

GOVERNING LAW

All matters arising of or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.

DISPUTE RESOLUTION

In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above $1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

SEVERABILITY

The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

ASSIGNMENT – DELEGATION

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

Signature:_____

Date: _____

APPENDIX

MUFFIN MONSTER®
In-line/Open-channel Grinders







Muffin Monster sewage grinders ore designed to protect pumps and other equipment by grinding down the toughest wastewater solids. Applications include: lift stations, sludge lines, septage receiving stations, headworks screenings reduction, prisons and more.

10K Series Muffin Monster®

The 1OK Series Muffin Monster ·s a compact gr'nder, tough on solids in sludge and sewage applications. It fits into areas with lim·ted space requirements while still providing the necessary power for downstream protection. The 1OK Series is an ideal, low-cost solution that goes beyond sludge grinding at resource recovery facil'ties and fits perfectly into office buildings, apartment complexes, resorts, retail centers and package treatment plants.

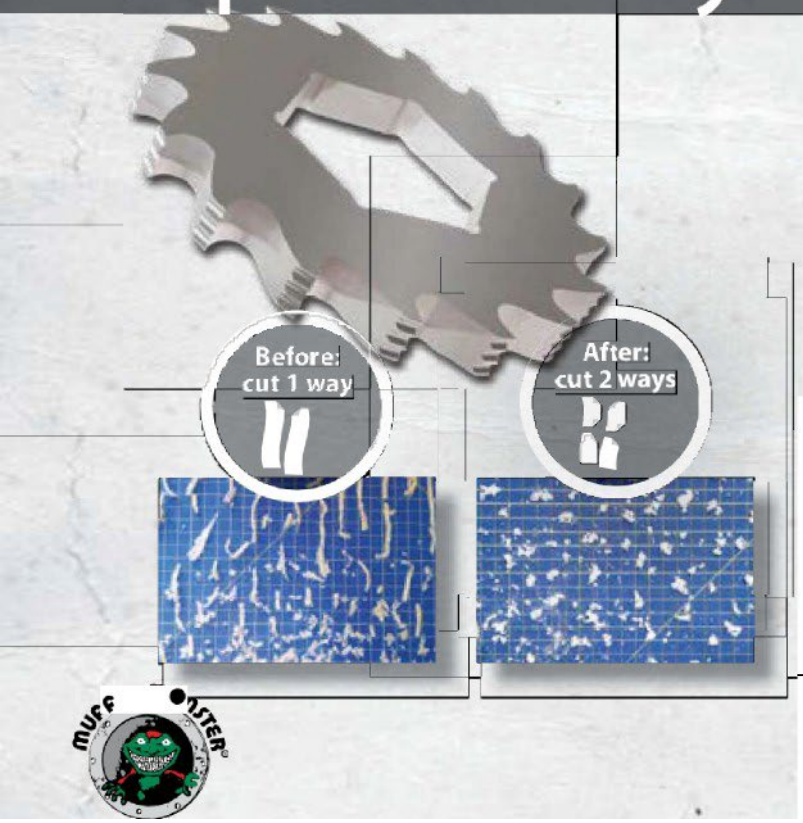
30K Series Muffin Monster®

Troublesome solids are now easier than ever to reduce with the Muffin Monster dual-shafted grinder. Its slow-speed, high-torque design shreds tough solids that typically cause sewer problems. With over 40,000 installations, the Muffin Monster is legendary for providing solutions that meet the increasingly demanding needs of wastewater operations.

40K Series Muffin Monster®

The 4OK Series Muffin Monster excels in wet and dry grinding applications. It's a powerful shredder for large s,udge processing systems. It also serves in many industrial applications including fish and beef processing, petroleum, pulp and paper mills, chemical plants and recycling plants. The 4OK is designed to handle the highest solids loading environments.

Wipes Ready® Technology





Wipes Ready®cutters*

Achieve the desired two-dimensional cutting capabilities to control both the width and length of output, preventing materials from forming long strips and reweaving in the waste stream.

- **Cut wipes in two directions**
- **rnralterp11rttcte--stz-e= Norewe-avim**

'patent pending

Features

Dual-shafted grinder

Slow-speed, high-torque grinders handle rags, rocks, wood, wipes, clothing, plastics and other debris

Capable of grinding a wider variety of solids than single-shafted machines, macerators and chopper pumps

Compact and efficient design

Adapts to pipelines or channels with little or no modification

Custom stainless steel frames allow easy installation in channels, wet wells and pump stations

In-line 30K Muffin Monster incorporates an easy-to-remove cutter cartridge

Automated monitoring and controls

- Load-sensing and reversal mechanism to optimize grinder's performance







Benefits

Equipment protection

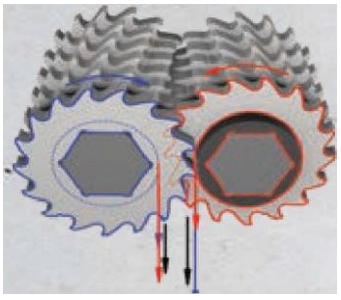
- Protect pumps and other critical equipment from costly clogs and damage from tough solids

Efficient treatment operations

- Grinding separates organic from inorganic materials in the waste stream
- Organics stay in the treatment process and screens are cleaner

Lower Operating Cost

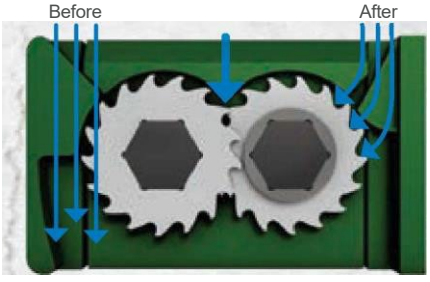
- Clear pipes and pumps means shorter pump run cycles and lower electrical costs



Optimized cut control

Improve cutting by tailoring the speed of the new Wipes Ready cutter rotation with patented optimized cut control.

- **Cutters stay clean**
- **Prevents long strips**



Patented Delta P side rails

Ensure the capture of all items in the waste stream and drive debris into the cutter stack with patented side rail design.

- **Drive debris into cutters**
- **Prevent buildup**
- **Enhance high flow**

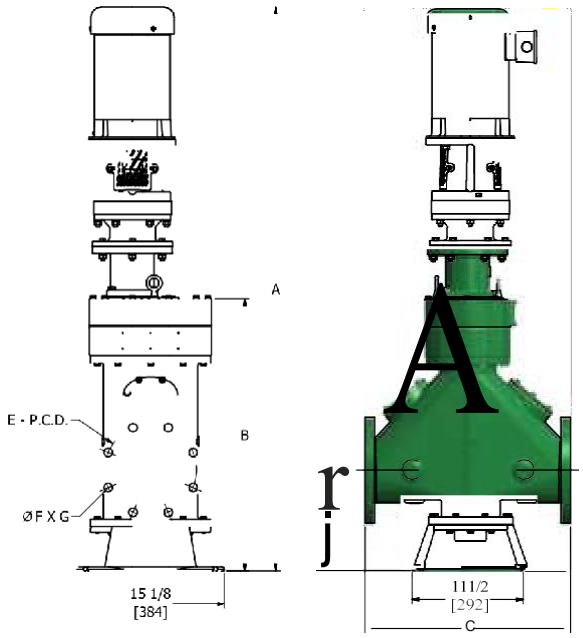
'

Materials of construction

Housings: Ductile iron
Cutters: Hardened alloy steel
Shafts: Hardened alloy steel
Mechanical Seals: Tungsten carbide faces

Specifications

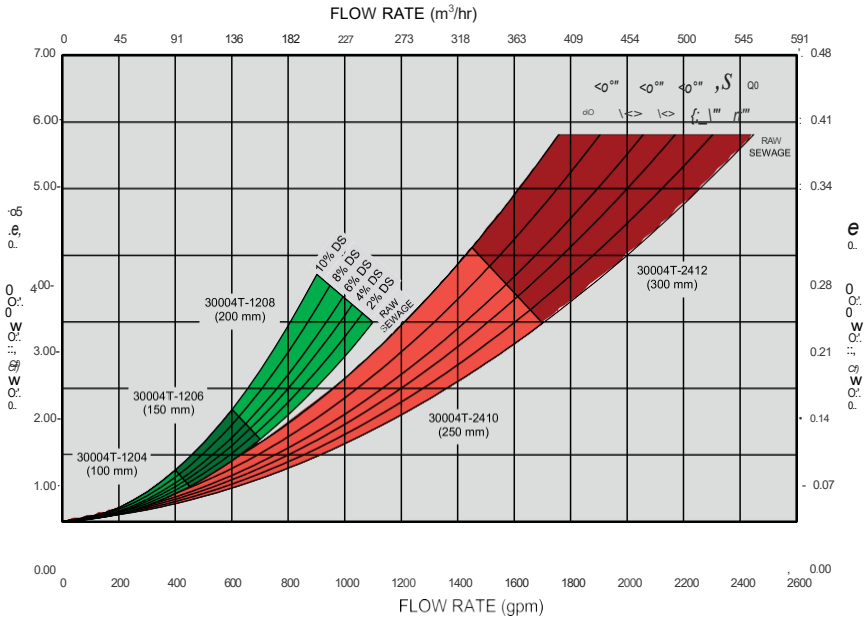
2" (SO mm) hex shafts;
Standard 3 hp (2.2 kW) motor; 29:1 reducer
Cutter Size: 4-3/4" (120 mm) diameter cutters
Seal Max Working Pressure: 90 psi (6 bar)



OPTIONS AVAILABLE

	In-line	Open-channel
5 hp (4 kW) Motor, 29:1 Reducer	■	■
7, 11 and 73-tooth Cutters	■	■
17-tooth Wipes Ready®Cutter	■	■
Monster Metal®Cutter	■	■
Custom Mounting Frames		■
55 & NEMA 7 Control Enclosures	■	■
Stainless Steel Feed Hopper		■
Alternate Voltage & HP Motors	■	■
Explosion-proof Motors	■	■
Immersible Motors	■	■
Hydraulic Power Pack	■	■
Extended Motor Shafts	■	■
ANSI, JIS, JWA, BS & AS Flanges	■	

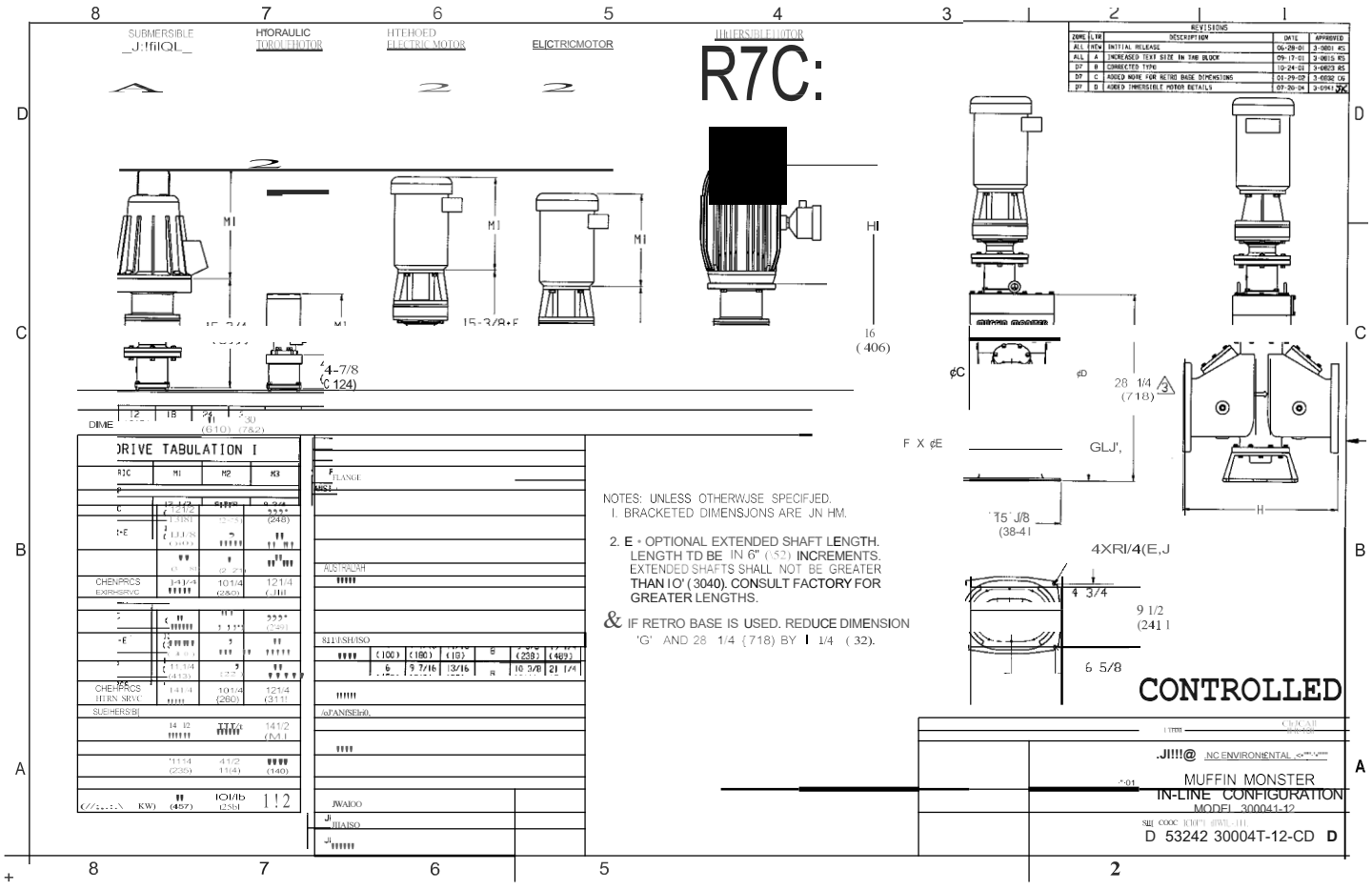
MODEL 30004T



In-line Model	Flow Rate - gpm (m³/hr)	Pipeline - inches (mm)	Pressure Drop - psi, (bar)	Standard Dimensions - inches (mm) A	B	C	D	Flange Dimension - inches (mm) E	F	G	Approximate Net Weight -lbs (kg)
30004T-1204	450 (102)	4(100)	0.52 (0.04)	60-1/8 (1527)	28-1/4 (718)	19-1/4 (483)	9-3/8 (238)	7-1/2 (191)	3/4(19)	8	562 (255)
30004T-1206	700 (159)	6(150)	1.23 (0.08)	60-1/8 (1527)	28-1/4 (718)	21-1/4 (540)	10-3/8 (264)	9-1/2 (241)	7/8 (22)		559 (254)
30004T-1208	1100 (250)	8(200)	3.00 (0.21)	60-1/8 (1527)	28-1/4 (718)	23-1/4 (591)	11-1/4(286)	11-3/4 (286)	7/8 (22)	8	568 (258)
30004T-2410	1700 (386)	10 (250)	2.97 (0.20)	71-5/8 (1819)	39-3/4 (1010)	27-1/4 (692)	12-5/16 (313)	14-1/4 (362)	1 (25)		789 (358)
30004T-2412	2450 (556)	12 (300)	5.80 (0.40)	71-5/8 (1819)	39-3/4 (1010)	31-1/4(794)	13-1/4 (337)	17 (431)	1 (25)	12	809 (367)

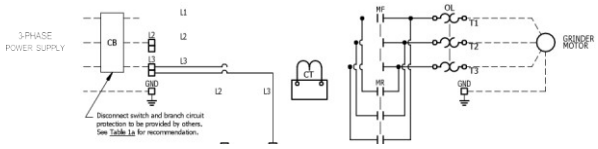
In-line unit typically installed upstream of the pump.• Consult factory for analysis of application.

UNCONTROLLED COPY



UNCONTROLLED COPY

PC2200·001·1



Disconnect switch and branch circuit protection to be provided by others. See Table 1a for recommendation.

TABLE 1c

	15A/2A 4.6A,IEZAWG	15A/1B 7,5,LLOZ WG	15A/1B 10,6/,"IBZAWG	16,7A,fBOAI-a:	IDaA"IBAWG
	15A/2B 4.2A,d2,AWG	15A/1B MA,82/,/IK:	15A/1B 9,6:1,,IBZAWG	15.2,fBZAI-a:	ZIM,18AWG
	15A/2B 2,3:,,112AWG	15A/1B 4,JA82AWG	15A/1B 6,1A,ffI2AWG	9,7,I,,fUI,/IK:	18,1,,IBZAWG
			15A/2B 4,8,1,,IBZAWG		

NOTES:
1-INOR,MI'IRE1,(fBrCB,)SIBIOW. SiLSSIONAIRON,fl. ELECTRIC>1CODE,WICIHRS2
2.BELOW:-mtBHVILI.ISIDEBIMMIRCMN:,TIONII. EKTRIUI.CODE.TMLIS 250(ILI-50(,TIIL/SO)
USE21JA[BIUPW.DCIIT'YEIBNIP'roI.SIFILEyIfioVMOTCI-1uTO STARTHreaRINT

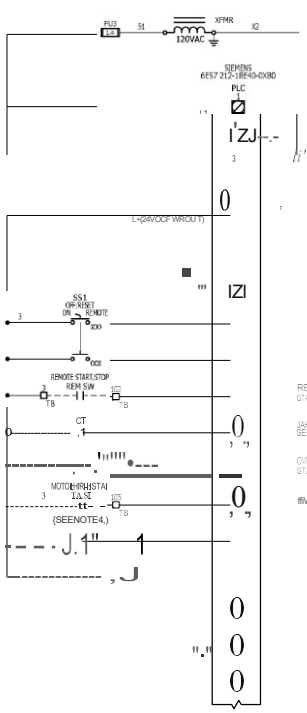
REMOTE START/STOP CONTROL

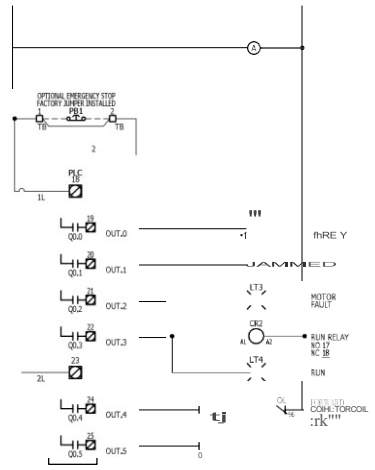
MAIN CURRENT SENSOR

OVERLOAD RELAY STATUS

fIIW TrtRMOSTAT

NOTES UNLESSOTHERIVISESPECIFIED.
1. PROGRAMNUMBER:PC2220.001$.A
2. SHORTCIRCUITCURRENTRATING:SCCRIFORTHECONTROIITRISSkA
3. CTTRIPSETTOINTSHALLBECALIBRATEDT00.8TIMESOFTHEMOTOR'S LOCKEDROTORAMPERES(LRA).
4. A WIRE JUMPER IS REQUIRED. IFII-IE MOTOR IS NOTEQUIPPED WIII THETHERMOSTAT.
5. I-IE DEFAULT OVERLOAD RELAY SETIOINT IS BASED ON THE NEC TABLES 430-250, BUT IT MAY BE ADJUSTED TO THE MOTOR NAMEPLATE AJLL LOAOAMPERES(RA)DURINGSTART-UPORTHEREAFTER.
6. WIRESIZE,TVPEANDCOLOR:
POWER ORCUTT, REFER TO TABLEia FOR WIRE SIZE, TVPE MIW BLACK
CONTROL CIRCUIT: 120VAC 1116AWGTVPEMTWREO.
CONTROLCIRCUIT, 120VAC NEUTRAL: #16 AWG TVPE M1W WHITE
CONTROLCIRCUIT,24VOC:#16AWGTVPEMIWBLUE
CONTROL ORCUTT GROUNDING: #M AWG TVPE M1W GREEN.
POWER ORCUTT GROUNDING: #12 AWG TVPE MTW GREEN.





Control Philosophy

Power On indica1or lamp
- illumina1MI when oon1rol pcwier 1ransformer is energized and fusesaregood

Grinder selecior sw ch, ON
- energize grinder mo1or forvrard contacior. Run relay & Run indicator lamp

Grinder sek)cior sw oh. OFF/RESET
- de-energizegrindermotorcontactor.Runrelay&Runindicator · mp
- clearanyalarmcondi1ions

Grinder selector sw ch,REMOTE
- energize grinder mo1or forvrord contacior when Remote Run Permissive inpu11o PLC is On: energize the Run relay & Run indicator lamp

Jammedindica1orlamp
- illumina1es when a jam condi1ion is se1by the PLC (see Grinder.JamClearingSequencebelow)

Motorfauhindica1orlamp

over-temperaturefauhoccun.

Fail Relay
- energizedwhenanalarmcond ion isse1foranyofthe fo1owing:Wgrinderjam:(ii)grindermo1orover1oad.or:(iii) grindermotorovertemp

Emergencys1opswitch.open.(op1ional)
- de-energizes control power 10 PLC outputs that drive the motor starteranoRunindica1orlamp

Grinder Jam Clearing Sequence

when the current sensor detects a jam, the motor forward contactorwillbemomentarilyde-energized thermo1orreversecontac1orwillbeenergizedfora pre-determinedperiodoftimeandde-energized thermo1orfo.wardcontac1orwillbere-energized thissequenceisrepeated,asrequired.1oc rthejamfora totalofnomorethan3reversalsina3Q secondperiod ff1hejamisno1clearedinaccordancew h1hissequence,an alarmcond ionisset. inorder1oavoidnuisancetrips, 1heimushcurren1isignored forapre-definedperiodwhen1hemo1orisenergized

THIS DRAWING AND DATA PROTECTED BY COPYRIGHT AND PROPRIETARY RIGHTS. BY ACCEPTING THIS DRAWING AND DATA, YOU AGREE THAT YOU WILL NOT COPY, REPRODUCE, DISCLOSE OR USE ANY PORTION OF THIS DRAWING AND DATA FOR ANY PURPOSE WHATSOEVER WITHOUT THE EXPRESS WRITTEN CONSENT OF JWC ENVIRONMENTAL. IF YOU OBTAIN THIS DRAWING AND DATA BY ELECTRONIC MEANS AND DO NOT AGREE TO THESE TERMS, YOU WILL IMMEDIATELY RETURN THE ELECTRONIC COPY TO JWC ENVIRONMENTAL. UNLESS OTHERWISE SPECIFIED IN WRITING BY JWC ENVIRONMENTAL, JWC ENVIRONMENTAL DOES NOT GRANT ANY LICENSE OR OTHER RIGHT TO YOU IN CONNECTION WITH THIS DRAWING AND DATA, INCLUDING, WITHOUT LIMITATION, ANY PATENT LICENSE OR TRADE SECRET LICENSE.

UNLESSOTHHIWISESKIPW DIMENSIONSAREINCHES FRACTIONS ±0.0±0.5 ANGLES ±1.0°

DRAWN	TRAN.T.	6ft/II
CHECKED	TRAN.T.	6/8/.12

CONTRACTNO.

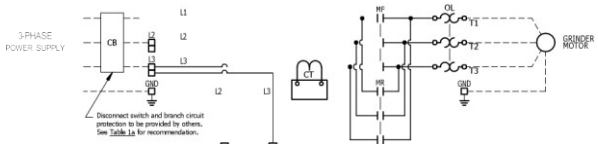
JWC ENVIRONMENTAL
IBSOS.IlodHI- SuHUS,SontaMI.CAIIYCS

PC2200
NEMA 4X FRP - SINGLE MOTOR
MOTOR CONTROILER - SERIES PC2200

D PC2200·001·1

UNCONTROLLED COPY

PC2200·001·4



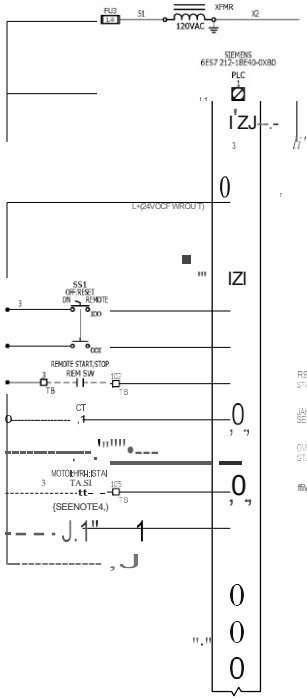
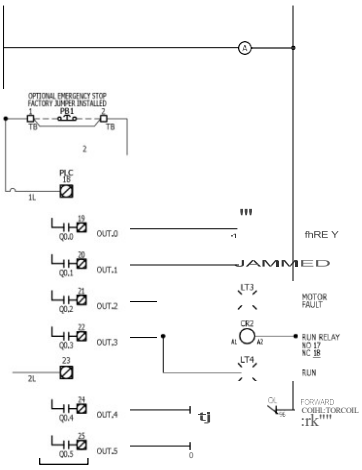


TABLE 1a:

	1SAC8 4.6,1,IBZAWG	7,5,1,1SZ WG	10/6/,"IBZAWG	16,7A,fBOAI-a	IOaA"I8AWG
	1SAC8 4.2,AJBZAWG	MA,IB2/,/K;	9,6.1,,IBZAWG	1 2,1 IBZA	ZIM,18AWG
	1SAC8 2,3',,112AWG	4,JA82AWG	6,1A,ffI2AWG	9,7,1,,fUI,/fK;	18,1,,IBZAWG
			1SAC8 4.8,1,,IBZAWG		

NOTE:
L-INOR,MI'RELt)fBrCB.)SIBIOW. SiLSSOONAIRON,IJ. ELECTRICAICODE,WICIHRS2
2.IRE UW/.-mIIIIVEL/.SIIDEIBMMIRCMN/.,TIONII. EICTRIE1.CODE.TMLJS 250(XI2L/SII,TIIL/SO)
USE2/JA/[BIUPW.DCIIT/TEIBNIP/mI.SIFIE.Eyd!isO/VMOTCI-/mTO START/IrealRINT



Control Philosophy

Power On indica1or lamp
- illumina1MI when oon1rol pcwier 1ransformer is energized and fusesaregood

Grinder selocior sw ch. ON
- energize grinder mo1or forvrard contacior. Run relay & Run indicator lamp

Grinder selocior sw oh. OFF/RESET
- de-energizegrindermotorcontactor.Runrelay&Runindicator · mp
- clearanyalarmcondi1ions

Grinder selector sw ch.REMOTE
- energize grinder mo1or forvrord contacior when Remote Run Permissive inpu11o PLC is On: energize the Run relay & Run indicator lamp

Jammedindica1orlamp
- illumina1es when a jam condi1ion is se1 by the PLC (see Grinder.JamClearingSequencebelow)

Motorfauhindica1orlamp
- over-temperaturefauhoccun.

Fail Relay
- energizedwhenanalarmcond ion isse1foranyofthe fo1owing:Wgrinderjam:(ii)grindermo1orover1oad.or:(iii) grindermotorovertemp

Emergencys1opswitch.open.(op1ional)
- de-energizes control power 10 PLC outputs that drive the motor starteranoRunindica1orlamp

Grinder Jam Clearing Sequence
when the current sensor detects a jam, the motor forward contactorwillbemomentarily de-energized thermo1orreversecontac1orwillbeenergizedfora pre-determinedperiodoftimeandde-energized thermo1orfo.wardcontac1orwillbere-energized thissequenceisrepeated,asrequired.1oc rthejamfora totalofnomorethan3reversalsina3Q secondperiod ff1hejamisno1clearedinaccordancew h1hissequence.an alarmcond ionisset inorder1oavoidnuisancetrips; 1heimushcurren1isignored forapre-definedperiodwhen1hemo1orisenergized

REMOTE START/STOP CONTROL

WAG CURRENT SENSOR

OVERLOAD RELAY STATUS

flW TnRMOSTAT

NOTES UNLESSOTHERIVISESPECIFIED
1. PROGRAMNUMBER:PC2220.001$.A
SHORTCIRCUITCURRENTRATINGOCCRIFORTHECONTROLTRISSkA
2. CTTRIPSETIOINTSHALLBECALIBRATEDT00.8TIMESOFTHEMOTOR'S LOCKEDROTORAMPERES(LRA).
4. A WIRE JUMPER IS REQUIRED. IFHE MOTOR IS NOTEQUIPPED Will THETHERMOSTAT.
5. H-E DEFAULT OVERLOAD RELAY SETIOINT IS BASED ON THE NEC TABLES 430-250, BUT IT MAY BE ADJUSTED TO THE MOTOR NAMEPLATE AJLL LOADAMPERES(R A)DURINGSTART-UPORTHEREAFTER.
6. WIRESIZE,TVPEANDCOLOR:
POWER ORCUTT: REFER TO TABLEia FOR WIRE SIZE, TVPE MIW BLACK
CONTROL CIRCUIT: 120VAC: 1116AWGTVPEMTWIRED
CONTROLCIRCUIT, 120VAC NEUTRAL: #16 AWG TVPE M1W WHITE
CONTROLCRCUIT,24VDC:1116AWGTVPEMWBLUE
CONTROL ORCUTT GROUNDING: #M AWG TVPE M1W GREEN
POWER ORCUTT GROUNDING: #12 AWG TVPE MTW GREEN

THIS DRAWING AND ITS FAE RIJOTY PROTECHDYCOPIRGHI-MNEDIY.NTC

UNLESSOTHIIWISESPITIFIW DIMENSIONSRAININCHES FRICTIONS DECIMALS ANGLES

DRAWN TRAN. T. 6/17/II

CHECKED RJEHES1 6-1/II

TRANT 6/21

CONTACINC.

APPROVED

JWC ENVIRONMENTAL
IBSOS.IIoHH- Su405.SontaMLCANICS

PC2200
NEMA 4X 316 STAINLESS STEEL - SINGLE MOTOR MOTOR CONTROLLER - SERIES PC2200

D PC2200·001·4 A

UNCONTROLLED COPY

TABLE 1: PARTS LIST

TB	2	EI0-003-214	SCREW CENTER JUMPER: 2 POLE	AB	1492-CJS-2
TB	5	EI0-003-210	SCREW CONNECTION TERMINAL BLOCK; 50A	AB	1492-J6
TB	2	E10-003-213	SCREW CONNECTION GROUND TERMINAL BLOCK	AB	1492-JG6
TB	4	E10-003-201	END BARRIER	AB	1492-EBJJ
TB		EI0-00J-205	SCREW CENTER JUMPER: 2 POLE	AB	1492-CJJ6-2
TB		EI0-003-200	SCREW CONNECTION TERMINAL BLOCK; 35A	AB	1492-J4
TB	3	EI0-00J-207	END ANCHOR	AB	1492-EAJJS
SSI-NP	I	E13--043-095	NAMEPLATE "ON-Off/RESET-REMOTE", FOR 22mm PILOT DEVICE	JWCE	EI3-043--09S
SSI	I	E0S-001-410	SELECTOR 9/V - 3 POS MAINT, IP66 NEMA 4/4X/13	AB	800FP-SM32PX20
PIC	I	E19--013-114	; A i 2: : ti ·oc? civA ,c:iw , ': ot	SIEMENS	6ES7212-1BE40-0XB0
LT4-NP	I	EI3-043·004	NAMEPLATE "RUN", FOR 22mm PILOT DEVICE	JWCE	EI3-043--004
LT4	I	E07-001-402	GREEN LED PILOT LIGKT, IP66 NEMA 4/4X/13	AB	800FP-P3PNSG
LT3-NP	I	E13--043-145	NAMEPLATE "MOTORFAULr, FOR 22mm PILOT DEVICE	JWCE	EI3-043-14S
LT3		E07--001-403	RED LED PILOT LIGHT, IP66 NEMA 4/4X/13	AB	800FP-P4PNSR
LT2-NP		E13--043-066	NAMEPLATE "JAMMED", FOR 22mm PILOT DEVICE	JWCE	EI3-043--066
LTI	I	E07--001-403	RED LED PILOT LIGHT, IP66 NEMA 4/4X/13	AB	800FP·P4PNSR
LTI-NP	I	E13--043-001	NAMEPLATE "POWERON", FOR 22mm PILOT DEVICE	JWCE	EI3-043--001
ITI		E07--001-404	AMBER LED PILOT LIGHT, IP66 NEMA 4/4X/13	AB	800FP-POPNSA
FU3		E06-130-0140	GENERAL PURPOSE RJSE 7 MIDGET, 1.4A 2S0V TIME DELAY	FERRAZ SHAWMUT	TRMI-4/10
END_CLIP	4	E0S-022·002	DIN RAIL END CLIP	IDEC	BNL·S
ENCL-PNL	I	E0I--050-002	17"d3" BACK PANEL FOR NEMA ENCL 20"·16"	HOFFMAN	A20P16
ENCL	I	E01-4X6-201608	316 STAINLESS STEEL TYPE 4X ENCJOSURE 20"x6"x8"	HOFFMAN	A20HI608SS6LP
CT	I	E0+-007-001	CURRENT SENSING SWITCH, 0-135 AMP INPUT, 30V MAX. SOLID-STATE OUTPUT	VERIS	H-701
CRI, CR2	2	E0S-004-015	RELAY, 6mm RVSH SERIES, 6A SPOT 120V COIL, LED	IDEC	RVSH-LADIO
TAG	QTY	JWC PART NUMBER	DESCRIPTION	MFG	CATALOG

NOTE:
ONE SET Of SPARE RJSES ARE INCLUDED IN QUANTITIES.

TABLE 2: BRANCH CIRCUIT COMPONENT SELECTION

VOLTAGE	TAG	MOTOR HORSE POWER (HP)				
		IHP	ZHP	3HP	SHP	IOHP
208V	XFMR	E03--001-013	EOJ-001-013	E03--001-013	EOJ-001--013	E03-001-013
	RJ1-PU2	E06-110--0100	E06-110-0100	E06-110-0100	E06-110-0100	E06-110-0100
	MF/MR	EOZ-020-101	EOZ--020-101	EOZ-020-101	EOZ-020-101	EOZ-020-103
	OL	E02-020-241A	EOZ-020·242A	E02-020·242A	E02-020·243A	E02-020·245A
230V	XFMR	EOJ--001--010	EOJ-001-010	EOJ--001-010	EOJ-001--010	EOJ--001-010
	RJ1-PU2	E0&-110--0100	E06-110-0100	E0&-110--0100	E06-110-0100	E0&-110--0100
	MF/MR	E02-020-101	E02-020-101	E02-020-101	E02--020-101	E02-020-103
	OL	E02--020-241A	E02-020·242A	E02--020-242A	E02-020·243A	E02--020-245A
380-415V	XFMR	E03-001-009	E03-001-009	E03--001-009	E03-001-009	E03-001-009
	RJ1-PU2	E0&-110--007S	E06-110-007S	E06-110-007S	E0&-110--007S	E06-110-007S
	MF/MR	E02-020-101	E02-020-101	E02-020-101	E02--020-101	E02-020-101
	OL	E02--020-241A	E02-020·241A	E02--020-242A	E02-020·242A	E02--020-242A
460V	XFMR	E03--001--010	E03-001--010	E03--001-010	E03-001--010	E03-001·010
	RJ1-PU2	E0&-110--0050	E06-110-0050	E06-110-0050	E06-110-0050	E0&-110-0050
	MF/MR	E02-020-101	E02-020-101	E02-020-101	E02--020-101	E02-020-101
	OL	E02--020-241A	E02-020-241A	E02--020-242A	E02-020-242A	E02--020-242A
575V	XFMR	E03-001--027	E03-001--027	E03--001-027	E03-001--027	E03--001-027
	RJ1-PU2	E0&-110--00SO	E06-110-0050	E06-110-00SO	E06-110-0050	E06-110-00SO
	MF/MR	E02-020-101	E02-020-101	E02-020-101	E02--020-101	E02-020-101
	OL	E02--020-241A	E02-020-241A	E02--020-241A	E02-020-242A	E02--020-242A

TABLE 3: PARIS LIST SUPPLEMENT TO TABLE 2

FU2	4	E06-110-0040	FUSE, 40A 600V TIME DELAY CLASS CC	FERRAZ SHAWMUT	ATQRI
FU2	4	E06-110-00?S	FUSE, 7SA 600V TIME DELAY CLASS CC	FERRAZ SHAWMUT	ATQR3/4
FU2	4	E06-110-0050	FUSE, 5A 600V TIME DELAY CLASS CC	FERRAZ SHAWMUT	ATQRI/2
XFMR	1	E03--001-027	CONTROL CIRCUIT TRANSFORMER, TYPE 1497, 150VA, 600-120	AB	1497-C-BASX-3-N
XFMR	1	E03--001-013	CONTROL CIRCUIT TRANSFORMER, TYPE 1497, 150VA, 208-120	AB	1497-C-BASX-3-N
XFMR	1	E03--001-010	CONTROL CIRCUIT TRANSFORMER, TYPE 1497, 150VA, 240/480-120	AB	1497-C-BASX-3-N
XFMR	1	E03--001-009	CONTROL CIRCUIT TRANSFORMER, TYPE 1497, 150VA, 380/400/415-230/115	AB	1497-C-M4-3-N
OL	I	E02--020-245A	EC·EI PLUS SOLID-STATE OVERLOAD RELAY, 3-PHASE, SCREW TYPE CONTROL TERMINALS, 9.0-45 AMPS	AB	193-IEffD
OL	I	E02--020-243A	EC·EI PLUS SOLID-STATE OVERLOAD RELAY, 3-PHASE, SCREW TYPE CONTROL TERMINALS, 5.4-27 AMPS	AB	193-IEFEB
OL	I	E02--020-242A	EC·EI PLUS SOLID-STATE OVERLOAD RELAY, 3-PHASE, SCREW TYPE CONTROL TERMINALS, 3.2-16 AMPS	AB	193-IEFDS
OL	I	E02--020-241A	EC·EI PLUS SOLID-STATE OVERLOAD RELAY, 3-PHASE, SCREW TYPE CONTROL TERMINALS, 1.0-S.O AMPS	AB	193-IEFCB
MF/MR	I	E02--020-101	EC CONTACTOR, AC REVERSING, 23 AMPS	AB	104-C23D22
MF/MR	I	E02--020-103	EC CONTACTOR, AC REVERSING, 37 AMPS	AB	104-C37D22
TAG	QTY	JWC PART NUMBER	DESCRIPTION	MFG	CATALOG

JWC ENVIRONMENTAL
2S500 Rockhill Rd Kirkhill MO 63122-7705

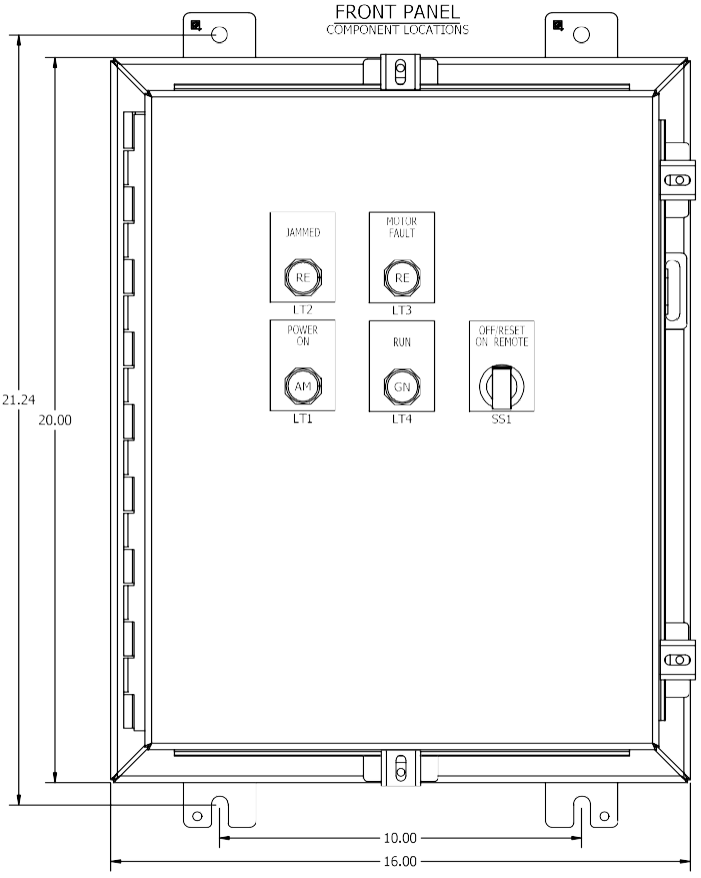
PC2200
NEMA 4X 316 STAINIFSS STEEL· SINGLE MOTOR __MOTOR CONTROLLER· SERIES PC2200

D PC2200-001-4 A

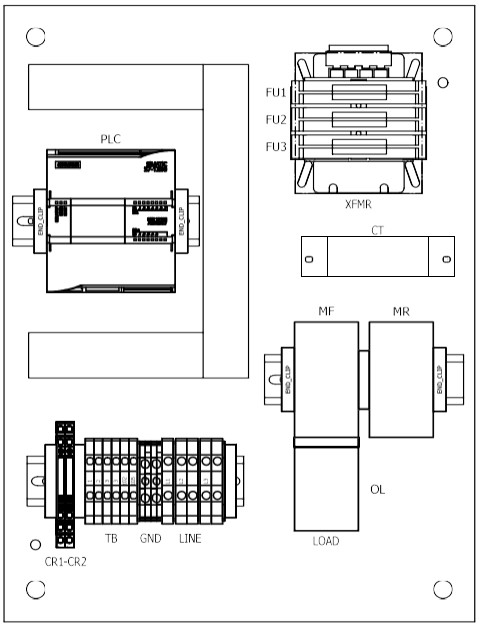
UNCONTROLLED COPY

DRAWING NO. **PC2200-001-4**

FRONT PANEL
COMPONENT LOCATIONS



BACK PANEL
COMPONENT LOCATIONS



JWC ENVIRONMENTAL
2850 S. Red Hill Ave. Suite 125, Santa Ana, CA 92705

PC2200
NEMA 4X 316 STAINLESS STEEL - SINGLE MOTOR
MOTOR CONTROLLER - SERIES PC2200

SIZE	DRAWING NO.	REV
D	PC2200-001-4	A

SCALE: NONE

ALL RIGHTS RESERVED

UNCONTROLLED COPY

TABLE 1: PARTS LIST

TB	2	EI0-003-214	SCREW CENTER JUMPER: 2 POLE	AB	1492-CDS-2
TB	5	EI0-003-210	SCREW CONNECTION TERMINAL BLOCK; 50A	AB	1492-J6
TB	2	E10-003-213	SCREW CONNECTION GROUND TERMINAL BLOCK	AB	1492-JG6
TB	4	E10-003-201	END BARRIER	AB	1492-EBJJ
TB		EI0-00J-205	SCREW CENTER JUMPER: 2 POLE	AB	1492-CJJ6-2
TB		EI0-003-200	SCREW CONNECTION TERMINAL BLOCK; 35A	AB	1492-J4
TB	3	EI0-00J-207	END ANCHOR	AB	1492-EAJJS
SSI-NP	I	E13--043-095	NAMEPLATE "ON-Off/RESET-REMOTE", FOR 22mm PILOT DEVICE	JWCE	EI3-043--09S
SSI	I	EOS-001-410	SELECTOR 9W - 3 POS MAINT, IP66 NEMA 4/4X/13	AB	800FP-SM32PX20
PIC	I	E19--013-114	; A oc? civA ,c:iw , ': of	SIEMENS	6ES7212-1BE40-0XB0
LT4-NP	I	EI3-043-004	NAMEPLATE "RUN", FOR 22mm PILOT DEVICE	JWCE	EI3-043--004
LT4	I	E07--001--402	GREEN LED PILOT LIGHT, IP66 NEMA 4/4X/13	AB	800FP-P3PN5G
LT3-NP	I	E13--043-145	NAMEPLATE "MOTORFAULr, FOR 22mm PILOT DEVICE	JWCE	EI3-043-145
LT3		E07--001-403	RED LED PILOT LIGHT, IP66 NEMA 4/4X/13	AB	800FP-P4PN5R
LT2-NP		E13--043-066	NAMEPLATE "JAMMED", FOR 22mm PILOT DEVICE	JWCE	EI3-043--066
LTI	I	E07--001-403	RED LED PILOT LIGHT, IP66 NEMA 4/4X/13	AB	800FP-P4PN5R
LTI-NP	I	E13--043-001	NAMEPLATE "POWERON", FOR 22mm PILOT DEVICE	JWCE	EI3-043--001
ITI		E07--001-404	AMBER LED PILOT LIGHT, IP66 NEMA 4/4X/13	AB	800FP-POPN5A
FU3		E06-130-0140	GENERAL PURPOSE RJSE / MIDGET, 1.4A 250V TIME DELAY	FERRAZ SHAWMUT	TRMI-4/10
END_CLIP	4	EOS-022-002	DIN RAIL END CLIP	IDEC	BNL-5
ENCL-PNL	I	E01--044-002/	16"04" BACK PANEL FOR DIAMOND SERIES ENCL	STA.HUN	BP1614AL
		EOI-028-014	MOUNTING FEET FOR DIAMOND SERIES ENO.	STA.HUN	DSMGFTKIT
ENCL	I	EOI-028-010	ENO.NEMA 4X ABERGLASS 16X4X8 CUSTOM, HINGED OPAQUE COVER WITH STAINLESS STEEL PULL LATCHES	STA.HUN	DS161408HPL
CT	I	E04--007-001	CURRENT SENSING SWITCH, 0-135 AMP INPUT, 30V MAX. SOLID-STATE OUTPUT	VERIS	H-701
CRI, CR2	2	EOS-004-015	RELAY, 6mm RVSH SERIES, 6A SPOT 120V COIL, LED	IDEC	RVSH-L-ADIO
TAG	QTY	JWC PART NUMBER	DESCRIPTION	MFG	CATALOG

NOTE:
ONE SET Of SPARE RJSES ARE INCLUDED IN QUANTITIES.

TABLE 2: BRANCH CIRCUIT COMPONENT SELECTION

VOLTAGE	TAG	MOTOR HORSE POWER (HP)				
		IHP	ZHP	3HP	SHP	IOHP
208V	XFMR	E03--001-013	EOJ-001-013	E03--001-013	EOJ-001--013	E03-001-013
	RJ1-PU2	E06-110--0100	E06-110-0100	E06-110-0100	E06-110-0100	E06-110-0100
	MF/MR	EOZ-020-101	EOZ--020-101	EOZ-020-101	EOZ-020-101	EOZ-020-103
	OL	E02-020-241A	EOZ-020-242A	E02-020-242A	E02-020-243A	E02-020-245A
230V	XFMR	EOJ--001--010	EOJ-001-010	EOJ--001-010	EOJ--001--010	EOJ--001-010
	RJ1-PU2	E0&-110--0100	E06-110-0100	E0&-110--0100	E06-110-0100	E0&-110--0100
	MF/MR	E02-020-101	E02-020-101	E02-020-101	E02--020-101	E02-020-103
	OL	E02--020-241A	E02-020-242A	E02--020-242A	E02-020-243A	E02--020-245A
380-415V	XFMR	E03-001-009	E03-001-009	E03--001-009	E03-001-009	E03-001-009
	RJ1-PU2 MF/MR	E0&-110--0075	E06-110-0075	E06-110-0075	E0&-110--0075	E0&-110-0075
		E02-020-101	E02-020-101	E02-020-101	E02--020-101	E02-020-101
	OL	E02--020-241A	E02-020-241A	E02--020-242A	E02-020-242A	E02--020-242A
460V	XFMR	E03--001--010	E03-001--010	E03--001-010	E03-001--010	E03-001-010
	RJ1-PU2	E0&-110--0050	E06-110-0050	E06-110-0050	E06-110-0050	E0&-110-0050
	MF/MR	E02-020-101	E02-020-101	E02-020-101	E02--020-101	E02-020-101
	OL	E02--020-241A	E02-020-241A	E02--020-242A	E02-020-242A	E02--020-242A
575V	XFMR	E03-001--027	E03-001--027	E03--001-027	E03-001--027	E03--001-027
	RJ1-PU2	E0&-110--0050	E06-110-0050	E0&-110--0050	E06-110-0050	E0&-110--0050
	MF/MR	E02-020-101	E02-020-101	E02-020-101	E02--020-101	E02-020-101
	OL	E02--020-241A	E02-020-241A	E02--020-241A	E02-020-242A	E02--020-242A

TABLE 3: PARIS LIST SUPPLEMENT TO TABLE 2

FU2	4	E06-110-0010	FUSE, 10A 600V TIME DELAY CLASS CC	FERRAZ SHAWMUT	ATQRI
FU2	4	E06-110-0015	FUSE, 15A 600V TIME DELAY CLASS CC	FERRAZ SHAWMUT	ATQR3/4
FU2	4	E06--110-0050	FUSE, 5A 600V TIME DELAY CLASS CC	FERRAZ SHAWMUT	ATQRI/2
XFMR	1	E03--001-027	CONTROL CIRCUIT TRANSFORMER, TYPE 1497, 150VA, 600-120	AB	1497-CCKSX-3-N
XFMR	1	E03--001-013	CONTROL CIRCUIT TRANSFORMER, TYPE 1497, 150VA, 208-120	AB	1497-CHXDX-3-N
XFMR	1	E03--001-010	CONTROL CIRCUIT TRANSFORMER, TYPE 1497, 150VA, 240/480-120	AB	1497-C-BASX-3-N
XFMR	1	E03--001-009	CONTROL CIRCUIT TRANSFORMER, TYPE 1497, 150VA, 380/400/415-230/115	AB	1497-C-MH-3-N
OL	I	E02--020-245A	EC:E: PLUS SOLID-STATE OVERLOAD RELAY, 3-PHASE, SCREW TYPE CONTROL TERMINALS, 9.0-45 AMPS	AB	193-IEffD
OL	I	E02--020-243A	EC:E: PLUS SOLID-STATE OVERLOAD RELAY, 3-PHASE, SCREW TYPE CONTROL TERMINALS, 5.4-27 AMPS	AB	193-IEFEB
OL	I	E02--020-242A	EC:E: PLUS SOLID-STATE OVERLOAD RELAY, 3-PHASE, SCREW TYPE CONTROL TERMINALS, 3.2-16 AMPS	AB	193-IEFDS
OL	I	E02--020-241A	EC:E: PLUS SOLID-STATE OVERLOAD RELAY, 3-PHASE, SCREW TYPE CONTROL TERMINALS, 1.0-5.0 AMPS	AB	193-IEFCB
MF/MR	I	E02--020-101	EC CONTACTOR, AC REVERSING, 23 AMPS	AB	104-C23D22
MF/MR	I	E02--020-103	EC CONTACTOR, AC REVERSING, 37 AMPS	AB	104-C37D22
TAG	QTY	JWC PART NUMBER	DESCRIPTION	MFG	CATALOG

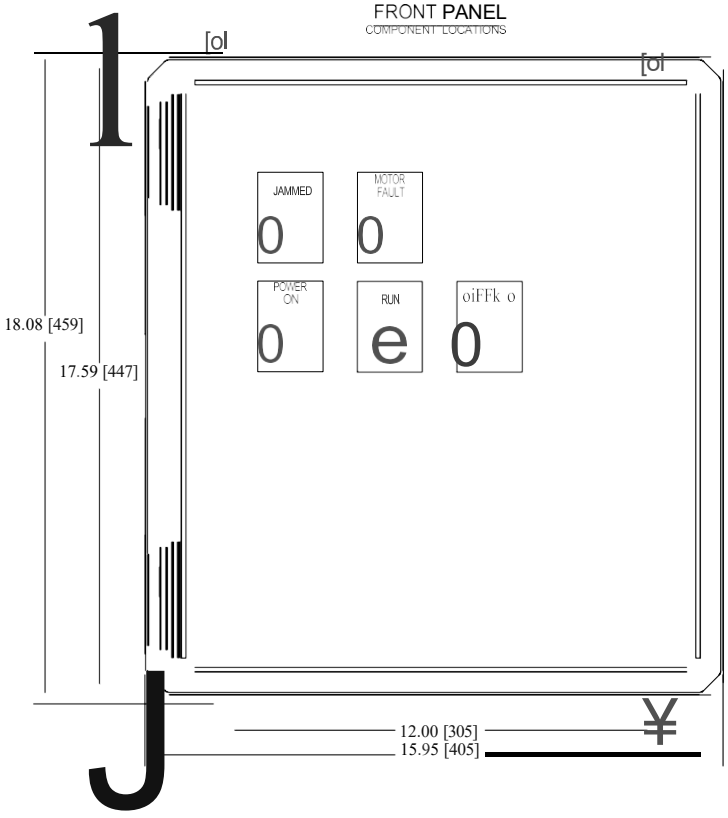
JWC ENVIRONMENTAL
2S505.RxxH-SUC19.Sch11MLCAS2705

PC2200
NEMA 4X FRP - SINGLE MOTOR
__MOTOR CONTROLLER - SERIES PC2200

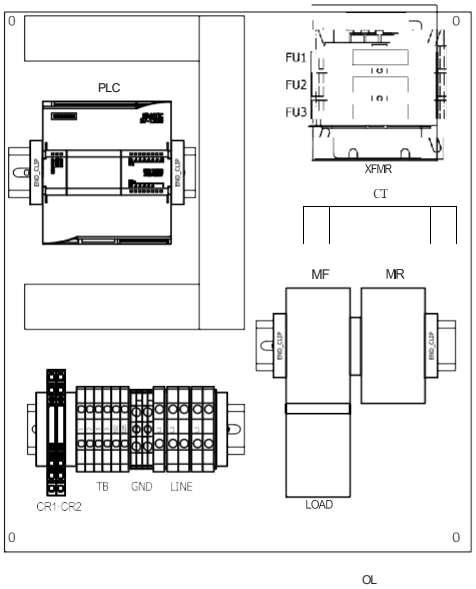
D PC2200-001-1 A

UNCONTROLLED COPY

FRONT PANEL
COMPONENT LOCATIONS



BACK PANEL
COMPONENT LOCATIONS



PC2200
NEMA 4X FRP - SINGLE MOTOR
MOTOR CONTROLLER- SERIES PC2200
PC2200-001-1

SOLE_SOURCE_determinatin request form Misco Water NEW FORM 12.24.24 updated

Final Audit Report 2025-01-07

Created:	2025-01-03
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdey8qxpgzJ1IdpD2EQFkfblxK2R7xjBe

"SOLE_SOURCE_determinatin request form Misco Water NEW FORM 12.24.24 updated" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2025-01-03 - 11:42:32 PM GMT- IP address: 63.232.20.2

Document emailed to Jesse Roach Udroach@santafenm.gov) for signature
2025-01-03 - 11:47:38 PM GMT

Email viewed by Jesse Roach Udroach@santafenm.gov)
2025-01-07 - 7:57:58 PM GMT- IP address: 63.232.20.2

Document e-signed by Jesse Roach Udroach@santafenm.gov)
Signature Date: 2025-01-07 - 7:58:13 PM GMT -Time Source: server- IP address: 63.232.20.2

Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2025-01-07 - 7:58:15 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-01-07 - 8:12:27 PM GMT- IP address: 174.218.17.167

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-01-07 - 8:13:24 PM GMT-Time Source: server- IP address: 174.218.17.167

Agreement completed.
2025-01-07 - 8:13:24 PM GMT

Powered by Adobe Acrobat Sign

MIERA, KRISTY A.

From: GSD.SPDInfo@state.nm.us
Sent: Saturday, February 8, 2025 12:01 AM
To: MIERA, KRISTY A.
Subject: Sole Source #50-M0087-25-CP010 - 30 Days

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

Your Sole Source **#50-M0087-25-CP010** notice of intent to award has been posted for 30 days **without protest.**

The status has been changed from "Pending" to "No Protest."

Passing the 30-day posting period does ***not*** mean your contractor can begin work. It ***only*** means the procurement method has been approved.

GSD/SPD State Purchasing Division

GSD.SPD nfo@state.nm.us

$ASSIGNEDNAME$

$ASSIGNEDEMAIL$

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/29/2024

3/1/2025

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

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

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1529552 TW Associates, LLC dba MISCOwater 6440 Oak Canyon, Suite 150 Irvine CA 92618	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Illinois Union Insurance Company — 27960 INSURER B : Federal Insurance Company — 20281 INSURER C : Certain Underwriters at Lloyd's, London INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 19882518 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE | X | OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N	N	APC G47452636 001	3/1/2024	3/1/2025	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 $ 1,000,000 $ 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	N	N	(24) 7362-65-82	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED CKJ RETENTION$ 10,000	N	N	XOO G47452648 001	3/1/2024	3/1/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	(25) 7175-12-36	3/1/2024	3/1/2025	X E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability	N	N	HPL23-0446	9/30/2023	3/1/2025	Each Claim: $2,000,000 Aggregate: $2,000,000 Retention: $100,000	

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

CERTIFICATE HOLDER

19882518
TW Associates, LLC
dba MISCOwater
6440 Oak Canyon, Suite 150
Irvine CA 92618

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

Policy No. (24) 7362-65-82 **COMMERCIAL AUTOMOBILE**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION
Paragraph A.2.b. - CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:
b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds
The Named Insured shown in the Declarations is amended to include:
1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
(a) That is an "insured" under any other automobile policy;
(b) That has exhausted its Limit of Insurance under any other policy; or
(c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds
Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:
d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds
Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:
e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
(1) The agreement requires you to provide direct primary insurance for the lessor; and
(2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
1. You;
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract
Paragraph A.1 - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:
f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".

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

(1) with respect to the operation, maintenance or use of a covered "auto"; and
(2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
(d) You executed the "insured contract" or written agreement; or
(e) The permit has been issued to you.

3. **FELLOW EMPLOYEE COVERAGE**
EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. **PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**
Paragraph A.4.a. -TRANSPORTATION EXPENSES - of SECTION **III** - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day for temporary transportation expense, subject to a maximum limit of $1,000.

5. AUTO LOAN/LEASE GAP COVERAGE
Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION **III** - PHYSICAL DAMAGE COVERAGE is amended to add the following:
c. **Unpaid Loan or Lease Amounts**
In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:
1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
a. Overdue loan/lease payments at the time of the "loss";
b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
c. Security deposits not returned by the lessor:
d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:
1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto.

6. RENTAL AGENCY EXPENSE
Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE
d. **Rental Expense**
We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:
MAXIMUM WE WILL PAY FOR ANY ONE **CONTRACT OR AGREEMENT:**
1. $2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. $2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. $2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. $7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE - BROADENED COVERAGE
Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:
e. **Recovery Expense**
We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE
Paragraph B.3.a. - EXCLUSIONS - of SECTION **III** - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE
Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:
b. $2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
(3) An integral part of such equipment.

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

Under Paragraph D. - DEDUCTIBLE- of SECTION lll - PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE - of SECTION **III** - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
   (1) You or your authorized representative, if you are an individual;
   (2) A partner, or any authorized representative, if you are a partnership;
   (3) A member, if you are a limited liability company; or
   (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

   Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:
   (1) How, when and where the "accident" or "loss" occurred;
   (2) The "insured's" name and address; and
   (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following: 5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

1. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph 8.2. - CONCEALMENT, MISREPRESENTATION or **FRAUD** of **SECTION IV - BUSINESS AUTO CONDITIONS - is deleted** and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

2. AUTOS RENTED BY EMPLOYEES

Paragraph 8.5. - OTHER INSURANCE of SECTION IV - BUSINESS AUTO CONDITIONS - is amended to add the following:

e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. HIRED AUTO - COVERAGE TERRITORY

Paragraph 8.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

(5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V - DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily

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

POLICY NUMBER: (24) 7362-65-82

COMMERCIAL AUTO
16-02-0316 Ed. 10 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: UNITED FLOW TECHNOLOGIES HOLDCO, LLC

Endorsement Effective Date: 3/1/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
BLANKET AS REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. - "Other Insurance" of Item B. - "General Conditions" under Section IV - "Business Auto Conditions":

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an "insured" of a covered "auto" for which an "insured" is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 00 03 13

(Ed. 4-84)

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

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 3/1/2024 Policy No. (25) 7175-12-36 Endorsement No.

Insured UNITED FLOW TECHNOLOGIES HOLDCO, LLC Premium$ Incl.

Insurance Company Federal Insurance Company

Countersigned By _____

WC 00 0313
(Ed. 4-84)

©1983 National Council on Compensation Insurance.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 06 43 (Ed. 6-11)

NOTICE OF CANCELLATION - SCHEDULED PERSON(S) OR ORGANIZATION(S)

This endorsement effective on 3/1/2024 (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. (25) 7175-12-36 of the Federal Insurance Company (NAME OF INSURANCE COMPANY)

Issued to UNITED FLOW TECHNOLOGIES HOLDCO, LLC

Authorized Representative

Under Part Six - Conditions of the policy, the following is added:

Notice of Cancellation - Scheduled Person(s) or Organization(s)

When we cancel this policy we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days (10 days in the event of nonpayment of premium) in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

$ Impose any liability or obligation of any kind upon us; or

$ Invalidate such cancellation.

SCHEDULE

IF YOU ARE OBLIGATED, PURSUANT TO A WRITTEN CONTRACT OR AGREEMENT, TO PROVIDE PERSON(S) OR ORGANIZATION(S) WITH NOTICE OF CANCELLATION, THEN WE WILL NOTIFY SUCH PERSON(S) OR ORGANIZATION(S) PROVIDED THAT WITHIN 15 DAYS OF THE DATE WE SEND NOTICE OF CANCELLATION TO THE FIRST NAMED INSURED, THE FIRST NAMED INSURED OR THE PRODUCER OF RECORD PROVIDES US WITH A SPREADSHEET CONTAINING THE NAME, MAILING ADDRESS AND, IF AVAILABLE, E-MAIL ADDRESS OF THE PERSON(S) OR ORGANIZATION(S)

[redacted]

Named Insured			Endorsement Number
United Flow Technologies Holdco, LLC			21
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
APC	**847452636 001**	**3/1/2024** to **3/1/2025**	**3/1/2024**
Issued By (Name of Insurance Company)			
Illinois Union Insurance Company			

[redacted]

[redacted]

Named Insured			Endorsement Number
United Flow Technologies Holdco, LLC			24
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
APC	G47452636 001	3/1/2024 **to** 3/1/2025	3/1/2024
Issued By (Name of Insurance Company)			
Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CHUBB GL PLUS™ INSURANCE POLICY
COVERAGES A, B, C AND G

SCHEDULE

Person(s) or Organization(s)	Endorsement Number
Any person or organization that you have agreed to include as an additional insured under a written contract provided such contract was executed prior to the date of loss.	

(If no information is shown in the Schedule above, the Schedule shall read: "All person(s) or organization(s) included as additional insured through an endorsement(s) to this policy with the term "Additional Insured" in its title.)

For person(s) or organization(s) listed in the Schedule above that are also included as an additional insured under an endorsement attached to this policy, the following is added to Condition 7. Other Insurance, Coverage **A** . and **G.** of Section **V** - Conditions:

If other valid and collectible insurance is available to an additional insured listed in the Schedule above for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the additional insured provided that you have specifically agreed in a written contract executed prior to the loss that this insurance must be primary and non-contributory with such other insurance issued directly to such additional insured.

All other terms and conditions of this policy remain unchanged.

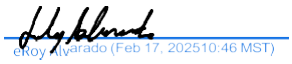
Authorized Representative

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

[redacted]

Named Insured				Endorsement Number
United Flow Technologies Holdco, LLC				20
Policy Symtml	Policy Number	Policy Period		Effective Date of Endorsement
APC	**G47452636 001**	**3/1/2024** to	**3/1/2025**	**3/1/2024**
Issued By (Name of Insurance Company)				
Illinois Union Insurance Company				

[redacted]

Signature: 

Email: lmalvarado@santafenm.gov

Signature: 

Email: mldozier@santafenm.gov

CITY OF SANTA FE

The Purchasing Memo

Date: April 7, 2025

To: Governing Body and Public Works & Utilities Committee

From: Micheal Dozier, Wastewater Management Division Director MD

Via: LeRoy Alvarado Wastewater Management Division Operations Supervisor LA

Subject: Aqua Guard Ultra Clean Filter Model Replacement

Vendor Name: Parkson Corporation

Munis Vendor Number: 1484

ITEM AND ISSUE:

Wastewater Management Division Wastewater Treatment Plant respectfully requests your review and approval of a Sole Source in the total amount of $320,215.00 including tax for an Aqua Guard Ultra Clean Filter Model AGUC-NMA with Parkson Corporation.

Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of 320,215 from Cash Fund 500 to Repair and Maintenance System Equipment.

CONTRACT NUMBER:

N/A

BACKGROUND AND SUMMARY:

Parkson Corporation is the sole provider of the Aqua Guard Ultra Clean Filter screen Model AGUC-MN-A. In June 2024 one of the two existing units was replaced with a modern version Parkson screen. This significantly decreased number of debris interring the treatment facility. Removing debris prior to treatment is critical to ensure that pumping systems do not get fouled up by decreasing treatment and pumping capacity. Currently the remaining old unit is deteriorating at an accelerated rate. Plastic pieces of the screening equipment are breaking off and plugging the grit separating system. Large debris are passed through into the pumping systems which eventually plug the lines. Excessive blockages will ultimately cause permeating.

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise Fund/500

Munis Org Name/Number: WW Treatment Plant 5000367

Munis Object Name/Number: Equipment & Machinery >$5K 570500

Budget Officer / Designee: Andy Hopkins **Date:** 04/17/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-126, Sole Source

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 04/17/2025

CPO Comment/Exceptions: The request to GB is to proceed with the purchase of the requested items using NMSA 1978, Section 13-1-126 as the procurement vehicle.

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: Sole Source Determination
Vendor's Quote
Certificate of Liability Insurance (COI)
Horizons declination
BAR

City of Santa Fe, New Mexico

SOLE SOURCE REQUEST AND DETERMINATION FORM

This Sole Source request form must be submitted to the Central Purchasing Division for authorization, determination, and processing by the Chief Procurement Officer (CPO).
Complete this form in its entirety!

Date: 12/24/2024 **Prepared By:** LeRoy Alvarado

Email: lmalvarado@santafenm.gov **Phone #:** 505-469-5358

Description of Goods/Service to be Procured (short title):
Aqua Guard Ultra Clean Filter screen Model AGUC-MN-A Replacement

Vendor Name: Parkson Corporation

Address: 562 Bunker Court

City: Vernon Hills **State:** IL **Zip Code:** 60061

Justification (choose from the drop down): Sole Vendor

Type of good/service (choose from the drop down): Tangible Goods

***Estimated Cost:** $319,817.00 **Term of Contract:** n/a

*Tax is subject to change. **Ensure the amount matches the amount to be invoiced. If the vendor must charge tax, they need to state that "tax will be added on the invoice" TAX WILL BE ADDED ON INVOICE**

Quantity of the service:
example: 12 MONTHS, 15 LICENSES, ETC. 5 months

Conversion: To Requisition **Org / Object:** 5000367-520150

Place checkmarks to affirm you agree and have included these documents:

☒ **The vendor has affirmed sole source for the services, construction, or items of tangible personal property by providing a letter on company letterhead signed by leadership affirming they are the sole provider of the goods/services outlined in the scope of work, and documentation has been provided that due diligence was conducted to identify other possible vendors/contractors to provide the requested services/goods but proved unsuccessful.**
☒ **Itemized price quote from sole source vendor fully detailing costs for goods/services in scope of work. (Must state whether they are going to charge tax or not.)**

☐ **If contract value exceeds CM Approval Amount, include agenda item to present to 2 Committees and Governing Body. n/a**

Place checkmarks to affirm this request aligns with each of the requirements in NMSA 1978, Section 13-1-126:

☒ **There is only one source for the required service, construction, or item of tangible personal property.**

☒ **The service, construction, or item of tangible personal property is unique and this uniqueness is substantially related to the intended purpose of the contract.**

☒ **Other similar services, construction, or items of tangible personal property cannot meet the intended purpose of the contract.**

1. **Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction, or item(s) of tangible personal property (if this is an amendment request to an existing contract, attach current contract).**
-Please note that specifications cannot be narrowly drafted to preclude competition solely to allow award to a favored vendor.
Parkson Corporation is the sole provider of the Aqua Guard Ultra Clean Filter screen Model AGUC-MN-A. in the recent past one of the two existing units was replaced with a modern version Parkson screen. Currently the old unit is deteriorating at an accelerated rate. Plastic pieces of the screen portion of the unit are breaking off and plugging the grit separating system. Large debris are pass through into the pumping systems which eventually plug the lines. Excessive blockages will ultimately cause permeate damage to the pumping systems creating additional damage.
Scope of work: Procure equipment from vendor, Startup units after (installation by others)with vendor.

2. **Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.**

The Aqua Guard Ultra Clean Filter Model AGUC-MN-A is a replacement in kind. No other similar screen can be used without making extensive piping and Channel changes.

3. **Provide an explanation of the prospective vendor's unique qualifications, proprietary rights, or capabilities that make them the only source able to meet the intended purpose of the contract. Uniqueness should be fact-based and substantially related to the contract's purpose. Reasons should focus on factual uniqueness rather than statements such as "best" or "least costly" source.**

The screening units need to stay the same model so that maintenance and spare parts inventory is all consistent and simplified. Acquiring the same equipment for the replacement of the existing unit would simplify replacement.

4. Explain why other similar professional services, services, construction, or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

No other source is available. There are no other quotes that entail savings to purchase the parts provided by a sole vendor who is also, the manufacturer.

Approvals:
Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with NMSA 1978, Section 13-1-126 and shall be posted for a 30-day period prior to award.

Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: 02/25/2025

Department Approval by:

Jesse Roach, Acting Department Director

Date: 02/25/2025

Pursuant to NMSA 1978, Section 13-1-126 Sole Source Procurement, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no objections to the award to the above referenced vendor were received. ***This Sole Source determination will be valid for the term stated on the first page of this document.***

Travis Dutton-Leyda

Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: 03/31/2025

1401 West Cypress Creek Road
Suite 100
Fort Lauderdale FL 33309-1969

Phone 1.888.PARKSON
Fax 954.974.6182

Date: November 26, 2024

City of Santa Fe, NM

Subject: Sole Source Letter

Subject Product: Aquaguard Ultra Clean and AquaWash Press

To Whom it May Concern:

This document is to confirm that Parkson Corporation is the sole source provider for the Aquaguard Ultra Clean (AGUC-MN) and AquaWash Press (AWP) and AFM parts for the subject product. Parkson Corporation is the original manufacturer/supplier of the subject product and is the only source for OEM replacement parts and equipment. In addition, Parkson/FilterOne is the only company that provides certified technicians to perform work on the subject product.

If you have questions regarding this issue, please contact Marty Unger at 954-383-1757.

Sincerely,

Marty Unger (Regional Sales Manager)
Parkson Corporation

Quotation

NUMBER: B020 Rev 1
DATE: November 18, 2024
TO: City of Santa Fe
REF.: Paseo Real WWTP
Screen No. 2 Replacement

Parkson Corporation is pleased to provide a quotation for the following equipment.

ITEM 1 EQUIPMENT

One (1) Aqua Guard® Ultra Clean™ self-cleaning bar/filter screen model AGUC-MN-A

1.A Equipment Description:

1. Unit shall be 4'-0" wide (W) and designed for installation in a channel 4'-0" wide x 6'-6" deep (H). Solids larger than 6 mm nominal screen opening shall be removed from the flow and conveyed to a discharge point approximately 4'-3" above the top of the channel. When installed, the screen shall be inclined 75° from the horizontal and have a total discharge height (H1) of 11'-0" (as measured from the base of the screen to the discharge point). There will be a 3.5" recess required in the bottom of the channel.
2. Unit shall be capable of passing a peak flow of 13 MGD. The head loss across the screen at this flow will not exceed 15" assuming a downstream water level of 2.23'. The head loss calculation is based on assumption of a clean screen, clean water and **steady state flow.**
3. Materials of construction will be as follows:
   Frame: Type 304 stainless steel, 3/16" thick.
   Filter elements: High impact plastic.
   Side plates: High impact plastic.
   Shafts, chain links, guide rails, drive sprocket inserts: Type 304 stainless steel.
   Rollers: 400 series stainless steel (heat treated).
   Chain bushings: 400 series stainless steel (heat treated).
   Side seals: Neoprene rubber, with type 304 stainless steel backing plates.
4. Screen drive with a 3/4 HP, 230/460V, 3 ∅, 60 Hz explosion-proof motor.
5. Manifold lubrication system.
6. Screen washing system consisting of two (2) type 304 stainless steel spray bars with quick release spray nozzles and NEMA 7 brass body solenoid valve with a 1-1/4" NPT connection.
7. Brush assembly of hybrid construction, with a side mounted door to provide access for brush replacement.
8. Brush drive with a 1 HP, 230/460V, 3 ∅, 60 Hz explosion-proof motor.
9. Electrical overload device consisting of SSAC current monitors.
10. Front and rear covers fabricated of 14 gauge type 304 stainless steel, to enclose the portion of the screen above the channel.
11. Discharge chute fabricated of 14 gauge type 304 stainless steel, to direct screenings into the screenings wash press inlet chute.
12. Locally mounted E-stop pushbutton in a NEMA 7 enclosure.

13. Main control panel furnished in a remotely located NEMA 4X type 304 stainless steel enclosure, housing controls for the screen and wash press. To include motor starters, control transformer, main disconnect, programmable relay, float switch level sensor, and all other necessary switches, lights, and pushbuttons.
14. The Aqua Guard® screen shall be factory assembled and tested, and shall be shipped to job site fully assembled.

One (1) Aqua Wash Press® unit model AWP8-3

1.C Equipment Description:

1. The Aqua Wash Press® unit will consist of a spiral, trough, support legs, wash zone, trough flush spray, press zone, drive system and controls.
2. The unit will be designed to receive and wash screenings, then reduce the volume and water content by means of a pressing zone.
3. The press will have an inlet capacity of 35 cu.ft./hour, handling wet screenings with an approximate dry weight of not less than 8% solids.
4. The shafted spiral will be constructed of carbon steel, with an O.D. of 8" and having 0.63 inch thick flights. A brush will be bolted to the spiral in the inlet area to scour the perforated sheet.
5. The trough will be fabricated of type 304 stainless steel, having 0.19 inch diameter perforations, chamfered on the outside. It will receive free liquid from the washed solids and direct the flow to a 4 inch O.D. drain tube.
6. The inlet area, 11 inches wide by 39 inches in length, will receive incoming materials.
7. The wash zone will include a spray wash system to wash organic residue from the screenings.
8. The press will include a spray wash system to flush organic residue trapped in the trough.
9. The unit's drive system will consist of a motor, gear reducer and carbon steel drive shaft. The motor will be 3 HP explosion-proof, 1800 RPM, 230/460 volt, 3 Phase, 60 Hz. The gear reducer is a shaft-mounted worm type gear reducer driven by a direct-coupled motor. The reducer will have a cast iron housing and output speed of 14 RPM and the drive shaft will be direct coupled to the spiral.
10. In addition to the drive motor, the following electrical devices will be furnished:
    a. Two (2) 120 volt, single phase, 60 Hz brass body solenoid valves housed in NEMA 7 enclosures.
    b. Locally mounted E-stop pushbutton in a NEMA 7 enclosure.
11. Inlet chute of 12 gauge type 304 stainless steel construction, to receive screenings from the Aqua Guard screen.
12. Discharge piping consisting of 14 gauge type 304 stainless steel, to direct the screenings to a dumpster.

ITEM 2 SERVICES

2.A Drawings and Installation, Operation and Maintenance (IO&M) Manuals:

1. Approval drawings: 2 prints included
2. Certified drawings: 2 prints included
3. IO&M manuals: 2 included

2.B Start-Up Assistance:

Parkson will furnish a factory representative for a total of two (2) days during one (1) trip to the jobsite to assist in installation inspection, start-up supervision, and operator training. Dates of service to be scheduled upon Purchaser's written request. To include all equipment listed above.

2.C Mechanical Warranty:

Per Section XVI of the Standard Conditions of Sale.

PURCHASE PRICE:

All of the above for ..... $319,817.00 USD
F.O.B. shipping point, freight included, taxes excluded.

OPTIONS FOR ONE SCREEN/COMPACTOR:

NEMA 7 HOA (3-Hole) for screen…….ADD…….$3,500.00 USD

NEMA 7 HOA (2-Hole) for compactor……..ADD…….$3,000.00 USD

VALIDITY:

Purchase Price is valid for sixty (60) days from the quotation date, for shipment of equipment within the timetable stated below.

PAYMENT TERMS:

10% with order, 15% upon approval of submittals, 75% upon shipment of equipment not to exceed 180 days after shipment.

Please refer to our Standard Conditions of Sale regarding additional details about price validity, escalation potential and materials availability.

TIMETABLE GUIDELINE:

Within ten (10) business days of receiving a written Purchase Order in Parkson's office, if necessary, Parkson will submit a written Request for Additional Information requesting items including, but not limited to, full-scale drawings, specification sections, amendments and other documents necessary for Parkson to begin work on this Project. No work can be done on this Project until all Additional Information is received by Parkson, thus beginning the Submittal Phase. If you do not receive such a Request for Additional Information within the stated ten (10) business days, then the Submittal Phase will begin on the eleventh (11^{th}) business day following receipt of the written Purchase Order in Parkson's office. The Shipment Phase is thereafter contingent upon your final approval of all submitted Approval Drawings. Once said final approval is received in Parkson's offices, the Shipment Phase will begin.

Submittal Phase: Approval drawings will be submitted six (6) weeks from receipt of all requested Additional Information if necessary, or if not necessary, from the eleventh (11th) business day following receipt of a written Purchase Order in Parkson's office.

Shipment Phase: Sixteen (16) weeks following receipt of final approval of all submitted Approval Drawings in Parkson's office.

If the Submittal Phase is waived, the Shipment Phase will begin on receipt of all requested Additional Information if necessary, or if not necessary, on the eleventh (11th) business day following receipt of a written Purchase Order in Parkson's offices.

Dates are subject to confirmation upon receipt of written Purchase Order.

TERMS AND CONDITIONS:

This Quotation is governed by and subject to Parkson's Standard Conditions of Sale, which are incorporated by reference and accessible at: http://www.parkson.com/files/documents/Sales-conditions.pdf.

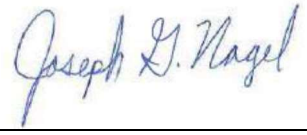
BUYER/OWNER RESPONSIBILITY:

- Removal of existing equipment.
- Anchor bolts.
- Spare parts.
- Concrete modifications.
- Local disconnects or junction boxes.
- Level sensor mounting pipe.
- Control panel supports or mounting.
- Spray wash water connection and piping.
- Heat tracing and power for heat tracing of equipment and spray wash water piping.
- Drain connections and piping.
- Manual shutoff valves, gate valves, check valves, butterfly valves, Y-strainers.
- Pressure gauges.
- Screenings dumpster.
- Lubricants.
- Shop or field painting.
- Unloading, uncrating, installation and installation supervision. Installation will, at minimum, require a forklift and possibly a crane/hoist.
- Readiness of the equipment before requesting start-up service. Non-readiness may incur additional charges.
- Electrical connection and interconnecting wiring (including any of the following: Solenoid valves, level sensor, motors, E-stops, main controls); wiring and conduit from each unit-mounted electrical device to a terminal box or control panel.
- Interconnecting piping.
- Piping connections, platforms, ladders, gratings and railings unless stated otherwise.
- Determining the compatibility of equipment materials of construction and process conditions (air and water) is the responsibility of the owner and/or consulting engineer. Note that even relatively low levels of H2S and/or Chlorides can cause corrosion of 304SS and thus it is important for the owner and/or consulting engineer to pay particular attention to materials suitability for the specific water/wastewater in which the equipment will be operated. Higher grades of stainless steel like 316 are options.
- Any other auxiliary equipment or service not detailed above.

Please return one signed copy of this Quotation, or your Purchase Order, to Parkson Corporation at the address below. Refer to this Quotation, date, and related correspondence.

Issued By:

PARKSON CORPORATION
562 Bunker Court
Vernon Hills, IL 60061



Name: Joseph G. Nagel
Title: Municipal Sales
Date: November 8, 2024

Accepted By: (Herein called the Buyer)

Name
Title:
Date:

SOLE_SOURCE_determinatin request form NEW FORM 12.26.24

Final Audit Report 2025-02-25

Created:	2025-02-25
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAk9-I8qFI1DLPsVJedwCC_8CNEJseGiu3

"SOLE_SOURCE_determinatin request form NEW FORM 12.26.24" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2025-02-25 - 4:24:37 PM GMT- IP address: 63.232.20.2

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2025-02-25 - 4:25:33 PM GMT

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2025-02-25 - 4:34:21 PM GMT- IP address: 104.47.64.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2025-02-25 - 4:35:07 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2025-02-25 - 4:35:08 PM GMT

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-02-25 - 4:50:29 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-02-25 - 4:50:29 PM GMT

MIERA, KRISTY A.

From: GSD.SPDInfo@state.nm.us
Sent: Saturday, March 29, 2025 12:01 AM
To: MIERA, KRISTY A.
Subject: Sole Source #50-M0087-25-CP086 - 30 Days

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

Your Sole Source #**50-M0087-25-CP086** notice of intent to award has been posted for 30 days **without protest**.

The status has been changed from "Pending" to "No Protest."

Passing the 30-day posting period does ***not*** mean your contractor can begin work. It ***only*** means the procurement method has been approved.

GSD/SPD State Purchasing Division

GSD.SPDInfo@state.nm.us

$ASSIGNEDNAME$

$ASSIGNEDEMAIL$

Quotation

NUMBER: B020 Rev 2
DATE: March 28, 2025
TO: City of Santa Fe
REF.: Paseo Real WWTP
Screen No. 2 Replacement

Parkson Corporation is pleased to provide a quotation for the following equipment.

ITEM 1 EQUIPMENT

One (1) Aqua Guard® Ultra Clean™ self-cleaning bar/filter screen model AGUC-MN-A

1.A Equipment Description:

1. Unit shall be 4'-0" wide (W) and designed for installation in a channel 4'-0" wide x 6'-6" deep (H). Solids larger than 6 mm nominal screen opening shall be removed from the flow and conveyed to a discharge point approximately 4'-3" above the top of the channel. When installed, the screen shall be inclined 75° from the horizontal and have a total discharge height (H1) of 11'-0" (as measured from the base of the screen to the discharge point). There will be a 3.5" recess required in the bottom of the channel.
2. Unit shall be capable of passing a peak flow of 13 MGD. The head loss across the screen at this flow will not exceed 15" assuming a downstream water level of 2.23'. The head loss calculation is based on assumption of a clean screen, clean water and **steady state flow.**
3. Materials of construction will be as follows:
   Frame: Type 304 stainless steel, 3/16" thick.
   Filter elements: High impact plastic.
   Side plates: High impact plastic.
   Shafts, chain links, guide rails, drive sprocket inserts: Type 304 stainless steel.
   Rollers: 400 series stainless steel (heat treated).
   Chain bushings: 400 series stainless steel (heat treated).
   Side seals: Neoprene rubber, with type 304 stainless steel backing plates.
4. Screen drive with a 3/4 HP, 230/460V, 3 ∅, 60 Hz explosion-proof motor.
5. Manifold lubrication system.
6. Screen washing system consisting of two (2) type 304 stainless steel spray bars with quick release spray nozzles and NEMA 7 brass body solenoid valve with a 1-1/4" NPT connection.
7. Brush assembly of hybrid construction, with a side mounted door to provide access for brush replacement.
8. Brush drive with a 1 HP, 230/460V, 3 ∅, 60 Hz explosion-proof motor.
9. Electrical overload device consisting of SSAC current monitors.
10. Front and rear covers fabricated of 14 gauge type 304 stainless steel, to enclose the portion of the screen above the channel.
11. Discharge chute fabricated of 14 gauge type 304 stainless steel, to direct screenings into the screenings wash press inlet chute.
12. Locally mounted E-stop pushbutton in a NEMA 7 enclosure.

13. Main control panel furnished in a remotely located NEMA 4X type 304 stainless steel enclosure, housing controls for the screen and wash press. To include motor starters, control transformer, main disconnect, programmable relay, float switch level sensor, and all other necessary switches, lights, and pushbuttons.
14. The Aqua Guard® screen shall be factory assembled and tested, and shall be shipped to job site fully assembled.

One (1) Aqua Wash Press® unit model AWP8-3

1.C Equipment Description:

1. The Aqua Wash Press® unit will consist of a spiral, trough, support legs, wash zone, trough flush spray, press zone, drive system and controls.
2. The unit will be designed to receive and wash screenings, then reduce the volume and water content by means of a pressing zone.
3. The press will have an inlet capacity of 35 cu.ft./hour, handling wet screenings with an approximate dry weight of not less than 8% solids.
4. The shafted spiral will be constructed of carbon steel, with an O.D. of 8” and having 0.63 inch thick flights. A brush will be bolted to the spiral in the inlet area to scour the perforated sheet.
5. The trough will be fabricated of type 304 stainless steel, having 0.19 inch diameter perforations, chamfered on the outside. It will receive free liquid from the washed solids and direct the flow to a 4 inch O.D. drain tube.
6. The inlet area, 11 inches wide by 39 inches in length, will receive incoming materials.
7. The wash zone will include a spray wash system to wash organic residue from the screenings.
8. The press will include a spray wash system to flush organic residue trapped in the trough.
9. The unit’s drive system will consist of a motor, gear reducer and carbon steel drive shaft. The motor will be 3 HP explosion-proof, 1800 RPM, 230/460 volt, 3 Phase, 60 Hz. The gear reducer is a shaft-mounted worm type gear reducer driven by a direct-coupled motor. The reducer will have a cast iron housing and output speed of 14 RPM and the drive shaft will be direct coupled to the spiral.
10. In addition to the drive motor, the following electrical devices will be furnished:
    a. Two (2) 120 volt, single phase, 60 Hz brass body solenoid valves housed in NEMA 7 enclosures.
    b. Locally mounted E-stop pushbutton in a NEMA 7 enclosure.
11. Inlet chute of 12 gauge type 304 stainless steel construction, to receive screenings from the Aqua Guard screen.
12. Discharge piping consisting of 14 gauge type 304 stainless steel, to direct the screenings to a dumpster.

ITEM 2 SERVICES

2.A Drawings and Installation, Operation and Maintenance (IO&M) Manuals:

1. Approval drawings: 2 prints included
2. Certified drawings: 2 prints included
3. IO&M manuals: 2 included

2.B Start-Up Assistance:

Parkson will furnish a factory representative for a total of two (2) days during one (1) trip to the jobsite to assist in installation inspection, start-up supervision, and operator training. Dates of service to be scheduled upon Purchaser's written request. To include all equipment listed above.

2.C Mechanical Warranty:

Per Section XVI of the Standard Conditions of Sale.

PURCHASE PRICE:

Equipment ..... $314,957.00 USD
F.O.B. shipping point, freight included
Labor ..... $4,860.00 USD
NM Gross Receipts Tax (8.1875%) ..... $398.00 USD
TOTAL ..... $320,215.00 USD

OPTIONS FOR ONE SCREEN/COMPACTOR:

NEMA 7 HOA (3-Hole) for screen……ADD…….$3,500.00 USD
NEMA 7 HOA (2-Hole) for compactor……..ADD…….$3,000.00 USD

VALIDITY:

Purchase Price is valid for sixty (60) days from the quotation date, for shipment of equipment within the timetable stated below.

PAYMENT TERMS:

10% with order, 15% upon approval of submittals, 75% upon shipment of equipment not to exceed 180 days after shipment.

Please refer to our Standard Conditions of Sale regarding additional details about price validity, escalation potential and materials availability.

TIMETABLE GUIDELINE:

Within ten (10) business days of receiving a written Purchase Order in Parkson's office, if necessary, Parkson will submit a written Request for Additional Information requesting items including, but not limited to, full-scale drawings, specification sections, amendments and other documents necessary for Parkson to begin work on this Project. No work can be done on this Project until all Additional Information is received by Parkson, thus beginning the Submittal Phase. If you do not receive such a Request for Additional Information within the stated ten (10) business days, then the Submittal Phase will begin on the eleventh (11^{th}) business day following receipt of the written Purchase Order in Parkson's office. The Shipment Phase is thereafter contingent upon your final approval of all submitted Approval Drawings. Once said final approval is received in Parkson's offices, the Shipment Phase will begin.

Submittal Phase: Approval drawings will be submitted six (6) weeks from receipt of all requested Additional Information if necessary, or if not necessary, from the eleventh (11th) business day following receipt of a written Purchase Order in Parkson's office.

Shipment Phase: Sixteen (16) weeks following receipt of final approval of all submitted Approval Drawings in Parkson's office.

If the Submittal Phase is waived, the Shipment Phase will begin on receipt of all requested Additional Information if necessary, or if not necessary, on the eleventh (11th) business day following receipt of a written Purchase Order in Parkson's offices.

Dates are subject to confirmation upon receipt of written Purchase Order.

TERMS AND CONDITIONS:

This Quotation is governed by and subject to Parkson's Standard Conditions of Sale, which are incorporated by reference and accessible at: *http://www.parkson.com/files/documents/Sales-conditions.pdf*.

BUYER/OWNER RESPONSIBILITY:

- Removal of existing equipment.
- Anchor bolts.
- Spare parts.
- Concrete modifications.
- Local disconnects or junction boxes.
- Level sensor mounting pipe.
- Control panel supports or mounting.
- Spray wash water connection and piping.
- Heat tracing and power for heat tracing of equipment and spray wash water piping.
- Drain connections and piping.
- Manual shutoff valves, gate valves, check valves, butterfly valves, Y-strainers.
- Pressure gauges.
- Screenings dumpster.
- Lubricants.
- Shop or field painting.
- Unloading, uncrating, installation and installation supervision. Installation will, at minimum, require a forklift and possibly a crane/hoist.
- Readiness of the equipment before requesting start-up service. Non-readiness may incur additional charges.
- Electrical connection and interconnecting wiring (including any of the following: Solenoid valves, level sensor, motors, E-stops, main controls); wiring and conduit from each unit-mounted electrical device to a terminal box or control panel.
- Interconnecting piping.
- Piping connections, platforms, ladders, gratings and railings unless stated otherwise.
- Determining the compatibility of equipment materials of construction and process conditions (air and water) is the responsibility of the owner and/or consulting engineer. Note that even relatively low levels of H2S and/or Chlorides can cause corrosion of 304SS and thus it is important for the owner and/or consulting engineer to pay particular attention to materials suitability for the specific water/wastewater in which the equipment will be operated. Higher grades of stainless steel like 316 are options.
- Any other auxiliary equipment or service not detailed above.

Please return one signed copy of this Quotation, or your Purchase Order, to Parkson Corporation at the address below. Refer to this Quotation, date, and related correspondence.

Issued By:

PARKSON CORPORATION
562 Bunker Court
Vernon Hills, IL 60061

Name: Joseph G. Nagel
Title: Municipal Sales
Date: March 28, 2025

Accepted By: (Herein called the Buyer)

Name
Title:
Date:

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities/Wastewater	8/28/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WW Treatment Plant/Equipment & Machinery	5000367	570500		$ 320,215.00	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 320,215	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo
To increase Equipment & Machinery for **Parkson** Corporation in the amount of $320,215 (please see memo for more detail)
Please when posting BAR indentify vendor name…

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(320,215)
TOTAL:	**(320,215)**

Linda Macallister
Linda Macallister (Apr 7, 2025 12:09 MDT)
Prepared By *{print name}* — Apr 7, 2025 Date

Division Director Signature *{optional}* — Apr 11, 2025 Date

Department Director Signature — Apr 14, 2025 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 — 04/17/2025 Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/16/2025

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
Boston MA Office
53 State Street
Suite 2201
Boston MA 02109 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Liberty Insurance Corporation	42404
INSURER B:	Liberty Mutual Fire Ins Co	23035
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Parkson Corporation
2 Washington St
Suite 213
Dover NH 03820 USA

COVERAGES **CERTIFICATE NUMBER:** 570112126858 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			TB2631510818054 General Liability	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AS2-631-510818-044 Automobile Liability	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
A	X **UMBRELLA LIAB** OCCUR **EXCESS LIAB** X CLAIMS-MADE DED RETENTION			TH7631510818094	07/02/2024	07/02/2025	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA563D510818014 All Other States WC5631510818034 WI	07/01/2024 07/01/2024	07/01/2025 07/01/2025	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

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 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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570112126858

©1988-2015 ACORD CORPORATION. All rights reserved.

Signature: LeRoy Alvarado
LeRoy Alvarado (Apr 8, 2025 06:04 MDT)

Email: lmalvarado@santafenm.gov

Packet for Parkson Sole Source no contract BAR 2 updated coi

Final Audit Report 2025-04-17

Created:	2025-04-17
By:	JIMMY TAPIA (jptapia@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAi_j2huLwlIPeVmp7V7GCP7VkmGO7QPZA

"Packet for Parkson Sole Source no contract BAR 2 updated coi " History

Document created by JIMMY TAPIA (jptapia@santafenm.gov)
2025-04-17 - 7:19:37 PM GMT- IP address: 63.232.20.2

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-04-17 - 7:21:23 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-04-17 - 8:56:58 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-04-17 - 8:57:32 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-04-17 - 8:57:34 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-04-17 - 9:02:22 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-04-17 - 9:07:22 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-04-17 - 9:07:22 PM GMT

CITY OF SANTA FE

Date: March 24, 2025

To:
Mayor Alan Webber and Governing Body	April 30, 2025
Finance Committee	April 28, 2025
Public Works & Public Utilities	April 21, 2025

Via: Debora Trujillo, Environmental Interim Division Director DT
Jesse Roach, Interim Public Utilities Department Director JR

From: Sandra Gabaldon, Environmental Compliance Specialist SG SG

Subject: RFP 25047 For Closed Landfill Management

Vendor Name: INTERA Inc.

Vendor Number:1038

ITEM AND ISSUE:
The Public Utilities Department respectfully requests your review and approval of a four-year Professional Service Agreement to provide Regulatory Groundwater Monitoring, Soil Vapor Monitoring and other Environmental and Engineering Services for Frank Ortiz Park Landfill in the total additional amount of $1,298,250. (Debora Trujillo, Environmental Interim Division Director (505) 955-2241).

BACKGROUND AND SUMMARY:
On January 24, 2025, the city advertised the request for proposal RFP25047 for Groundwater Monitoring, Soil Vapor Monitoring, and Other Environmental and Engineering Services for Landfill Sites.

The City of Santa Fe owns two closed landfills. The Paseo de Vistas Landfill closed under the federal Resource Conservation and Recovery Act (RCRA) in the 1990's and is overseen by the NMED Solid Waste Bureau (SWB) according to its' Landfill Closure Plan filed by the city. The Frank Ortiz disposal site was closed before the Paseo landfill and is now the Frank Ortiz Dog Park. It is not regulated under RCRA and is overseen by the NMED Ground Water Bureau (GWQB) because closure occurred prior to the implementation of the NMED solid waste regulations for landfill closure. Both locations must comply with the required quarterly and semi-annual monitoring, as specified by their closure plans.

The City of Santa Fe received notice from (NMED), (GWQB), of requirements in accordance with subsection 411.B of the New Mexico Ground and Surface Water Protection Regulations (20.6.2), and are requiring a modification to the current State 1 Abatement Plan, to include ascertain of potential vapor pathways exist, expansion of up-gradient well monitoring, expand on dioxane tested, and installation of one additional ground water well down gradient, to include both water and gases.

PROCUREMENT METHOD:

The procurement method was Request for proposal, RFP25047

CONTRACT NUMBER:
The FY25 Munis contract number is 3250469

Fund Name/Number: Environmental Services Enterprise Fund 510
Munis Org Name/Number: Admin/Operations 5100331
Munis Object Name/Number: Professional Contracts /510300

Budget Officer Approval: Andy Hopkins Date: 04/10/2025
Comment/Exceptions: -

Chief Procurement Officer Approval: [signature] Date: 04/10/2025
Comment/Exceptions: 13-1-111

Grant ☐Yes | ☒ No

Grant #*: N/A*

Grant Manager/Accounting Officer Approval: N/A Date:
Comment/Exceptions:

Project ☐Yes | ☒ No

Project Ledger #: N/A

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000
☐Yes | ☒ No

Asset # (if known): N/a

Repair or Replacement of Existing Equipment:

☐Yes | ☒ No
~If yes -> ☐Repair | ☐ Replacement

Please explain: N/A

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☐ Yes | ☒ No

Anticipated length of project: N/A

Asset Manager Approval: N/A Date:
Comment/Exceptions:

Was this service deemed construction: ☐ Yes | ☒ No

~If yes, does this expenditure exceed $25,000? ☐ Yes | ☐ No

~If yes, did you obtain the appropriate bond? ☐ Yes | ☐ No

~Performance and Payment & Labor - NMSA 1978, Section 13-4-18

Department Approvals:

IT Components: ☐ **Yes |** ☒ **No**

Vehicles: ☐ **Yes |** ☒ **No**

Facilities, Furniture, Fixtures, Equipment: ☐ **Yes |** ☒ **No**

Approval: N/A **Title:** **Date**:

Approval: N/A **Title:** **Date**:

Comment & Exceptions:

Department Contract Administrator Contact Info: Linda MacAllister

ATTACHMENTS:

Quote
Certificate of Liability Insurance
Prof Serv Contract
Horizon
Determination from travis

Item #: _____
Munis Contract #: 3250469_____
Request for Proposal #:25047_____

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 INTERA Incorporated 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, RFP**

and

WHEREAS the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

A. DESCRIPTION

Environmental and engineering services, and quarterly inspections for the purposes of landfill inspection, as provided in the city landfill Closure Plan or mandated by the regulators, and investigation and monitoring at the former Ortiz Disposal Site and the Paseo de Vista Landfill. It is important to note that the Former Frank Ortiz Landfill is regulated under a Stage 1 Abatement Plan that is administered by the New Mexico Environment Department Ground Water Quality Bureau. The Paseo De Vista Landfill is regulated under NMED Solid Waste Bureau Solid Waste Management Regulations. The described work plans will guide but are not limited to the following activities. The regulators may reduce requirements or add additional requirements for managing both closed landfills.

B. FRANK ORTIZ LANDFILL

1. Continued Stage 1 Abatement Plan Investigation – Ortiz Disposal Site

The contractor will implement the amended work plan approved by the New Mexico Environment Department, as included in the Sampling and Analysis and Quality Assurance Project Plan Waste and Vadose Zone Characterization Revision 3.0 dated November 6, 2019, and Stage 1 Abatement Plan Modification Surface Emissions Monitoring Activities dated September 23, 2021 (both attached). These work plans will guide, but are not limited to, the following activities:

2. Installation of one groundwater monitoring well (Ortiz Park-5) upgradient of the Former Frank Ortiz Landfill (LF) Site in the northeastern portion of the current Ortiz LF Dog Park. The proposed well location is shown in Figure 1. This monitoring well will be completed as a 4-inch nominal polyvinyl chloride (PVC) permanent groundwater monitoring well with approximately 30 feet (ft) of saturated screen (10 ft below the interpreted water table and 20 ft above).

3. Complete a groundwater gauging event in which depth to water is gauged at the five Ortiz LF groundwater monitoring wells, and Conduct an initial groundwater monitoring event collecting groundwater samples from all groundwater monitoring wells (5 total groundwater monitoring wells) and analyzing for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), NMED-designated metals (i.e., arsenic, barium, cadmium, chromium, lead, selenium, silver, uranium, copper, iron, manganese, zinc, aluminum, boron, cobalt, molybdenum, and nickel), PCBs, and nitrate/nitrite; and (it is anticipated this initial groundwater monitoring event will be conducted concurrently with the semi-annual groundwater monitoring event and the groundwater data will be included as part of this semi-annual report deliverable).

4. Submit a schedule to complete all proposed field activities at Ortiz LF. The installation of a single groundwater monitoring well shall be conducted in Year 1 of the proposed schedule. The Additional Site Investigation Report, to be completed following the installation of the groundwater monitoring well shall also be completed in Year 1 of the proposed schedule. The ongoing long-term monitoring activities shall also be completed in Year 1, Year 2, Year 3, and Year 4.

5. Submit to the City of Santa Fe and NMED after the completion of the installation of monitoring well Ortiz Park-5. A summary report will be submitted upon completion of the monitoring well installation and development. The report will summarize field activities, include monitoring well construction diagrams, field measurements, and laboratory analytical results (if determined necessary during boring advancement) associated with the installation of a new groundwater monitoring well at the Site.

6. The Additional Site Investigation report will be used to update the existing Stage 1 Abatement Plan(S1AP). The S1AP will be updated to include the contractor completed environmental investigation information, as well as include the rationale and approach for long-term groundwater and soil vapor monitoring activities required by NMED to be conducted at the Site.

7. Provide an editable electronic version of draft reports level notification and monitoring report three weeks prior to the deadline of submittal. The City Environmental Services Division will review and propose changes as needed. The contractor must be available via telephone for response to questions or clarification of report, exceedance notification or data.

8. Provide four hard copies and an electronic version of each report, distribution as follows:

   a) 2 copies, City of Santa Fe, Environmental Services Division Director
   b) NMED SWB, Attention Erica Gordan
   c) NMED GWQB, Attention Kate Herrell

C. PASEO DE VISTA LANDFILL:

1. Implement the approved Methane Remediation Plan, Paseo de Vista Closed Landfill, Santa

Fe, Santa Fe County, New Mexico dated August 13, 2018 (updated 9/2018, 6/2018, and 9/2020), as approved by the NMED Solid Waste Bureau (attached). The Remediation Plan includes, but is not limited to, the following activities:

2. Conduct two ground water monitoring events per year (semi-annual) at Paseo de Vista ground water monitoring wells, including MW-2, MW-6, MW-7, MW-8, MW 3 and provide water depth only in Ortiz Park Well #1;

3. Conduct two ground water sampling events per year (semi-annual) at Paseo De Vista groundwater monitoring wells MW-2, MW-6, MW-7, and MW-8 according to regulations and one sampling event every five years for Table 1 parameters as referred to subsections A and C (Next event in 2026).

4. Provide power source capable of powering ½ and ¾ Horsepower Motor control boxes. The city will provide all control boxes.

5. Provide a water level reading on each of the wells.

In addition, the Remediation Plan requires routine quarterly methane monitoring of the landfill gas (LFG) wells located at the Paseo de Vista landfill. There are 20 SP wells (20) and 4 GV wells with one probe each (4) (24 total) and nine groundwater monitoring wells at the Paseo de Vista landfill.

D. HEALTH CHECK MAINTENANCE OF METEORLOGIC STATION

Provide periodic maintenance /health checks of the Buckman Road Transfer Station meteorologic station to include stabilization, repair and maintenance due to storm or extreme weather events.

E. MONITORING REQUIREMENT FOR BOTH LANDFILLS:

1. Long Term Monitoring – Both Landfills Methane/landfill gas monitoring activities, soil vapor monitoring, surface emissions and ground water monitoring activities will be conducted at both the Former Frank Ortiz Landfill and the Paseo De Vista Landfill simultaneously. Landfill gas/methane monitoring will be conducted quarterly, and ground water monitoring will be conducted on a semi-annual basis.

2. Methane monitoring will consist of collecting readings from all soil vapor probes at both the Paseo De Vista Landfill (24 locations) and the Former Frank Ortiz Landfill (8 locations), as well as within and around the buildings which comprise the Buckman Road Recycling & Transfer Station complex (16 points). The methane monitoring events will also include the collection of concentrations (in % by volume in air) of carbon dioxide, oxygen, and the remaining "balance" of gases, together with methane accounting for the landfill gas composition at these sites. Also, six additional methane monitoring events will be performed after precipitation events greater than or equal to 1.0-inch of precipitation as measured at the Buckman Road Transfer Station meteorologic station, located immediately northwest of the Paseo de Vista Landfill (installed in 2019). Methane monitoring will occur two to four weeks after 1.0-inch or greater precipitation. If two or more 1.0 inch or greater precipitation events occur in a two-week period, monitoring is to be performed two to four weeks after the last precipitation event. The 1.0-inch trigger value is on the low end of "typical" storms on record during the rainy months in the Santa Fe region and has been approved by NMED Solid Waste Bureau as a trigger event rainfall amount.
The six additional monitoring events described here will be in addition to the routine compliance (i.e. quarterly) methane monitoring performed at the Landfill unless a routine methane monitoring event, typically conducted in March, June, September, and December, falls within the two to four weeks from 1.0-inch or greater precipitation timeframe, as described above.

3. Ground Water Monitoring pursuant to Solid Waste Management Regulations (SWMR) requirements for landfill closure, five groundwater monitoring wells were completed around the Paseo De Vista landfill. Monitoring wells 1-3 (MW-1, MW-2 and MW-3) were completed in 1993. Due to an apparent change in water table gradient, monitoring wells 4 and 5 (MW-4 and MW-5) were installed in 1998 to improve monitoring well network coverage around the landfill. Additional downgradient monitoring wells 6-8 (MW-6, MW-7 and MW-8) were installed southeast of the Paseo De Vista Landfill in June 2004 in response to an NMED-SWB request for additional downgradient monitoring well coverage for the Paseo De Vista Landfill. The Contractor will be required to provide semi-annual monitoring (including water-level measurements) and sampling of groundwater water wells at the Paseo de Vista Landfill and the former Ortiz Landfill (Ortiz Park-1, Ortiz Park-2, Ortiz Park-3, Ortiz Park-4, and Ortiz Park-5 [to be installed in Year 1]), as required by NMED-SWB under their closure requirements for this landfill. The contractor will be required to sample wells according to the requirements of the SWMR. In accordance with the closure plan, the Contractor will provide these general services to the City of Santa Fe.

4. Monitor and sample all groundwater wells once every six months. Analyses of all water samples for the NMED SWB regulatory required parameters to include VOCs, primary mineral ions, metals, and radiological parameters.

5. Ground water sampling according to EPA Methods for applicable testing parameters. A trip blank will be tested for each sampling event. Ground water monitoring wells with monitoring plan requirements for samples. collection and analysis are equipped with operable pumps. These wells include MW-2, MW-6, MW-7, and MW-8 at the Paseo de Vista Landfill and Ortiz Park-1 at the former Ortiz Landfill. Three existing ground water monitoring wells (Ortiz Park-2, Ortiz Park-3, and Ortiz Park-4) and one proposed ground water monitoring well (Ortiz Park-5) with monitoring plan requirements for sample collection and analysis require bailing via a dedicated, disposable bailer.

6. Be responsible for analytical laboratory testing of samples, according to regulations (Currently the testing
parameters have been reduced to 20 NMAC 9.1.804.A&B), with a full A&C test required every five years, last A&C test for the Paseo de Vista Landfill was completed on 05/27/2021.

7. Conduct settlement benchmark installation and initial survey have been completed and will need to be resurveyed on an annual basis and an annual survey will be submitted to the City and NMED (beginning in calendar year 2024). A brief settlement benchmark survey report will be prepared by the contractor within four weeks of receipt of each annual event's survey data are received and will be submitted to NMED. The report will include a brief discussion of survey activities, the latest survey data for each of the 80 benchmarks, and a table of relative elevation change from the previous, and initial, survey for each benchmark. Annual surveying of the settlement benchmarks and associated reporting will be performed for a period of 5 years. Upon completion of the five-year surveying period, a final report will be prepared and submitted to NMED summarizing the findings of the settlement evaluation. Appropriate recommendations for landfill cover improvements or maintenance, if necessary, will be included in the final report.

8. Methane Monitoring Report, the results of each of 16 routine quarterly landfill gas/methane monitoring events will be summarized in letter reports and submitted to NMED. Generate a landfill gas/methane monitoring report including the following information:

1. Executive Summary:

a) Introduction
b) Monitoring Methods and Procedures
c) Landfill Gas/Methane Monitoring Results
d) Laboratory Analysis (if applicable)
e) Assessment monitoring levels
f) Conclusion and references.

2. For each vapor monitoring well in the network, the contractor shall include the following information:

a) Cumulative monitoring data per well per event
b) Laboratory Analytical data (if applicable)
c) Figures including:
d) Map of the Landfill(s)
e) Methane concentration map
f) Appendices including:
g) Laboratory reports and chain of custody documents
h) Methane monitoring field notes
i) Ground Water Monitoring Report Requirements

3. For each of the eight semiannual groundwater monitoring events, the contractor will generate a groundwater monitoring report including the following information:

a) Introduction
b) Geo-hydrologic conditions
c) Current investigation
d) Water level, gradient and trend
e) Groundwater flow velocity estimate
f) Groundwater sampling and analysis
g) Summary of groundwater quality data
h) Organic constituents
i) Metal constituents
j) Other inorganic constituents
k) Proposed background and assessment monitoring level concentrations
l) Assessment monitoring levels
m) Conclusion and references.

4. Provide the following information for each monitoring well in the network, the contractor shall include the following information:

a) Cumulative water level data
b) Organic water quality data
c) Inorganic water quality data
d) Calculated groundwater flow velocity
e) Figures including:
f) Map of the Landfill(s)
g) Water table map
h) Groundwater quality summary map

i) Nitrate concentrations.
j) Appendices including:
k) Water level hydrographs on all monitoring wells
l) Laboratory reports for water quality analyses
m) Groundwater sampling field notes and chain of custody documents.

5. The contractor shall provide required notification to NMED SWB of site-specific assessments level exceedance (Exceedance levels have been established based on cumulative data from prior monitoring events and assessments).

6. Report Delivery and Submission

The contractor must provide an editable electronic version of draft reports level notification and monitoring report three weeks prior to deadline of submittal. The City Environmental Services Division will review and propose changes as needed. The contractor must be available via telephone for response to questions or clarification of report, exceedance notification or data.

The contractor must provide four hard copies and electronic version of each groundwater monitoring report, distribution as follows:

Environmental Service Director (two copies) currently Shirlene Sitton
NMED SWB – Attention: currently Erica Gordan
NMED GWQB – Attention: currently Justin Ball

2. <u>Standard of Performance; Licenses</u>

A. The Contractor does hereby accept its designation as a professional service, rendering services related to engineering, monitoring and reporting 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. <u>Compensation</u>

A. The City shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables, such compensation not to exceed one million two hundred thousand dollars ($1,200,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract total ninety-eight thousand two hundred and fifty dollars ($98,250). The total amount of one million two hundred ninety-eight thousand two hundred fifty dollars ($1,298,250) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million two hundred ninety-eight thousand two hundred fifty dollars ($1,298,250). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total**

compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

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

C. Payment in future fiscal years is subject to the 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.)

D. 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 with 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.

E. 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 the improperly completed invoice until it is resubmitted as complete.

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), or 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 City ship by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

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

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

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

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

14. Amendment

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

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

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract. All terms and conditions of the RFP # 25/32/P (Groundwater Monitoring, Soil Vapor Monitoring, and Other Environmental and Engineering Services for Landfill Sites) 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: Environmental Services Division Director
1142 Siler Road
Santa Fe, NM 87507

To the Contractor: Joseph J. Tracy
Senior Vice President
INTERA Incorporated
200 Louisiana Blvd NE Suite 700
Albuquerque, NM 87110
jtracy@intera.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, CITY MAYOR

CONTRACTOR:

Joseph Tracy
_____
Joseph Tracy, Senior Vice President

DATE: Mar 19, 2025

DATE: _____
CRS: 74-3110639

Registration: 257829

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 20, 2025 09:26 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____ 04/10/2025
FINANCE DIRECTOR

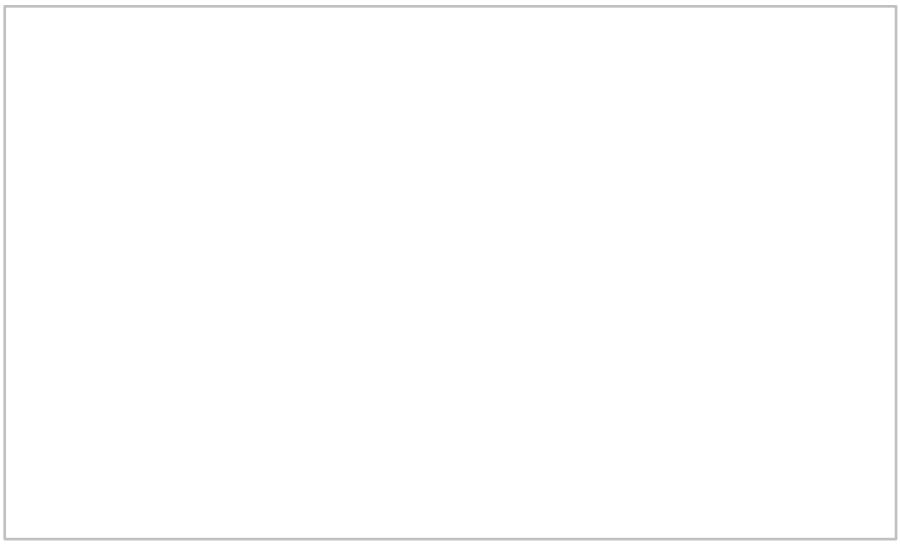
From:	DUTTON-LEYDA, TRAVIS K.
To:	GARCIA, LAWRENCE M.
Cc:	DUTTON-LEYDA, TRAVIS K.; GUNTER, RAYMOND S.; LOVATO, JOANN D.; SANCHEZ, KATHY S.
Subject:	RE: Request for determination of the following scope of work - 24-35-P - Landfill Investigation and Monitoring
Date:	Monday, September 25, 2023 11:23:37 AM
Attachments:	image001.png image002.png image003.gif

Greetings,

Per CoSF Procurement Manual, VII. and NMSA 1978, Section 13-1-95.2, the CPO must provide determinations for all purchases for services.

The scope of work as written would be Professional Services. Please note 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, and the Procurement Manual.

1. While this scope of work has been determined to be Professional Services, please check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org). The scope of work must be offered to WorkQuest dba Horizons of New Mexico for their right of first refusal.
2. Please ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed https://nmonesource.com/nmos/nmsa/en/item/4378/index.do#!fragment//BQCwhgziBcwMYgK4DsDWszIQewE4BUBTADwBdoByCgSgBpltTCIBFRQ3AT0otokLC4EbDtyp8BQkAGU8pAELcASgFEAMioBqAQQByAYRW1SYAEbRS2ONWpA
3. When processing this procurement, please ensure that this number (**24-35-P**) and the procurement name are used in the appropriate documents and the subject of emails.
4. If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
5. < $20k per year, one quote is acceptable.
6. 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.
7. Please keep this as part of the procurement file for future reference.
8. 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 agreement. 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.



9. Please review the pages linked below to determine whether any of the existing agreements are applicable to this request. You might be able to use an existing 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
- https://eprocurement.ces.org/public/bluebook.html#

10. ##UPDATED## Submit or send your request to the appropriate channel or email address:

- RFP 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
- ITB 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

PS:

City of Santa Fe, New Mexico

memo

Date: **September 25, 2023**

To: **Travis Dutton-Leyda, Chief Procurement Officer**

From: Lawrence Garcia, ESD Fleet Manager

Subject: **Determination Request, 13-13-76**

Public Utilities Department respectfully request determination by the City's Chief Procurement Officer (CPO), Travis Dutton-Leyda, for the following scope of work (SOW):

Scope of Work.

The Contractor shall perform Environmental and Engineering services, for the purposes of landfill investigation and monitoring at the former Ortiz Landfill and the Paseo de Vista Landfill. It is important to note that the Former Frank Ortiz Landfill is regulated under a Stage 1 Abatement Plan that is administered by the New Mexico Environment Department Ground Water Quality Bureau. The Paseo De Vista Landfill is regulated under NMED Solid Waste Bureau Solid Waste Management Regulations. The described work plans will guide but are not limited to the following activities. The regulators may reduce requirements or add additional requirements for managing both closed Landfills.

FRAN ORTIZ LANDFILL

A. Continued Stage 1 Abatement Plan Investigation – Ortiz LF

The contractor will implement the amended work plan approved by the New Mexico Environment Department, as included in the Sampling and Analysis and Quality Assurance Project Plan Waste and Vadose Zone Characterization Revision 3.0 dated November 6, 2019, and Stage 1 Abatement Plan Modification Surface Emissions Monitoring Activities dated September 23, 2021 (both attached). These work plans will guide, but are not limited to, the following activities:

1. Installation of one groundwater monitoring well (Ortiz Park-5) upgradient of the Former Frank Ortiz Landfill Site in the northeastern portion of the current Ortiz LF Dog Park. The proposed well location is shown on Figure 1. This monitoring well will be completed as a 4-inch nominal polyvinyl chloride (PVC) permanent groundwater monitoring well with approximately 30 feet (ft) of saturated screen (10 ft below the interpreted water table and 20 ft above),
2. Complete a groundwater gauging event in which depth to water is gauged at the five Ortiz LF groundwater monitoring wells, and
3. Conduct an initial groundwater monitoring event collecting groundwater samples from all Site groundwater monitoring wells (5 total groundwater monitoring wells) and analyzing for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), NMED-designated metals (i.e., arsenic, barium, cadmium, chromium, lead, selenium, silver, uranium, copper, iron, manganese, zinc, aluminum, boron, cobalt, molybdenum, and nickel), PCBs, and nitrate/nitrite; and (it is anticipated this initial groundwater monitoring event will be conducted concurrently with the semi-annual groundwater monitoring event and the groundwater data will be included as part of this semi-annual report deliverable).

B. Schedule

The contractor shall submit a schedule to complete all proposed field activities at the Ortiz LF. The installation of a single groundwater monitoring well shall be conducted in Year 1 of the proposed schedule. The Additional Site Investigation Report, to be completed following the installation of the groundwater monitoring well shall also be completed in Year 1 of the proposed schedule. The ongoing long-term monitoring activities shall also be completed in Year 1, Year 2, Year 3, and Year 4.

C. Report Requirements

A report deliverable will be submitted to the City of Santa Fe and NMED after the completion of the installation of monitoring well Ortiz Park-5. A summary report will be submitted upon completion of the monitoring well installation and development. The report will summarize field activities, include monitoring well construction diagrams, field measurements, and laboratory analytical results (if determined necessary during boring advancement) associated with the installation of a new groundwater monitoring well at the Site.

The Additional Site Investigation report will be used to update the existing S1AP. The S1AP will be updated to include the contractor completed environmental investigation information, as well as include the rationale and approach for long-term groundwater and soil vapor

monitoring activities required by NMED to be conducted at the Site.

D. Report Delivery and Submission

The contractor must provide editable electronic versions of draft reports level notification and monitoring report three weeks prior to deadline of submittal. The City Environmental Services Division will review and propose changes as needed. The contractor must be available via telephone for response to questions or clarification of report, exceedance notification or data. The contractor must provide four hard copies and electronic version of each report, distribution as follows:

1. 2 copies, City of Santa Fe, Environmental Services Division Director
2. NMED SWB, Attention Erica Gordan
3. NMED GWQB, Attention Kate Herrell

PASEO DE VISTA LANDFILL

A. Required Contractor Services

The contractor will be responsible for the implementation of the approved *Methane Remediation Plan, Paseo de Vista Closed Landfill, Santa Fe, Santa Fe County, New Mexico* dated August 13, 2018 (updated 9/2018, 6/2018, and 9/2020), as approved by the NMED Solid Waste Bureau *(attached).* The Remediation Plan includes, but is not limited to, the following activities:

1. Conduct two ground water monitoring events per year (semi-annual) at Paseo de Vista ground water monitoring wells, including MW-2, MW-6, MW-7, MW-8, MW 3 and provide water depth only in Ortiz Park Well #1;

2. Conduct two ground water sampling events per year (semi-annual) at Paseo De Vista groundwater monitoring wells MW-2, MW-6, MW-7, and MW-8 according to regulations and one sampling event every five years for Table 1 parameters as referred to subsections A and C (Next event in 2026).

3. The Contractor must provide power source capable of powering ½ and ¾ Horse Power Motor control boxes. The city will provide all control boxes.

4. For each sampling event, the contractor will provide a water level reading on each, of the wells.

5. In addition, the Remediation Plan requires routine quarterly methane monitoring of the landfill gas (LFG) wells located at the Paseo de Vista landfill. There are 20 SP wells (20) and 4 GV wells with one probe each (4) (24 total) and nine groundwater monitoring wells at the Paseo de Vista landfill.

6. Periodic Maintenance /health checks of the Buckman Road Transfer Station meteorologic station to include stabilization, recovery from damage due to wind events.

Required contractor services associated with the groundwater monitoring and landfill gas locations is provide below in Section 4. The following sub sections 3.3 through provide contractor required services specific for Paseo de Vista Landfill.

B. Long Term Monitoring – Both Landfills

1. Methane/landfill gas monitoring activities, soil vapor monitoring, surface emissions and ground water monitoring activities will be conducted at both the Former Frank Ortiz Landfill and the Paseo De Vista Landfill simultaneously. Landfill gas/methane monitoring will be conducted quarterly, and ground water monitoring will be conducted on a semi-annual basis.

C. Methane Monitoring

1. Methane monitoring events have been conducted quarterly at the Paseo De Vista Landfill for several years. Future methane monitoring events will consist of collecting readings from all soil vapor probes at both the Paseo De Vista Landfill (24 locations) and the Former Frank Ortiz Landfill (8 locations), as well as within and around the buildings which comprise the Buckman Road Recycling & Transfer Station complex (16 points). The methane monitoring events will also include the collection of concentrations (in % by volume in air) of carbon dioxide, oxygen, and the remaining "balance" of gases, together with methane accounting for the landfill gas composition at these sites. Also, six additional methane monitoring events will be performed after precipitation events greater than or equal to 1.0-inch of precipitation as measured at the Buckman Road Transfer Station meteorologic station, located immediately northwest of the Paseo de Vista Landfill (installed in 2019). Methane monitoring will occur two to four weeks after 1.0-inch or greater precipitation. If two or more 1.0 inch or greater precipitation events occur in a two-week period, monitoring is to be performed two to four weeks after the last precipitation event. The 1.0-inch trigger value is on the low end of "typical" storms on record during the rainy months in the Santa Fe region and has been approved by NMED Solid Waste Bureau as a trigger event rainfall amount.

The six additional monitoring events described here will be in addition to the routine compliance (i.e. quarterly) methane monitoring performed at the Landfill unless a routine methane monitoring event, typically conducted in March, June, September, and December, falls within the two to four weeks from 1.0-inch or greater precipitation timeframe, as described above.

D. Ground Water Monitoring

Pursuant to SWMR requirements for landfill closure, five groundwater monitoring wells were completed around the Paseo De Vista landfill. Monitoring wells 1-3 (MW-1, MW-2 and MW-3)

were completed in 1993. Due to an apparent change in water table gradient, monitoring wells 4 and 5 (MW-4 and MW-5) were installed in 1998 to improve monitoring well network coverage around the landfill. Additional downgradient monitoring wells 6-8 (MW-6, MW-7 and MW-8) were installed southeast of the Paseo De Vista Landfill in June 2004 in response to an NMED-SWB request for additional downgradient monitoring well coverage for the Paseo De Vista Landfill. The Contractor will be required to provide semi-annual monitoring (including water-level measurements) and sampling of groundwater water wells at the Paseo de Vista Landfill and the former Ortiz Landfill (Ortiz Park-1, Ortiz Park-2, Ortiz Park-3, Ortiz Park-4, and Ortiz Park-5 [to be installed in Year 1]), as required by NMED-SWB under their closure requirements for this landfill. The contractor will be required to sample wells according to requirements of the SWMR.

In accordance with the closure plan, the Contractor will provide these general services to the City of Santa Fe.

1. The contractor shall monitor and sample all groundwater wells once every six months. Analyses of all water samples for the NMED SWB regulatory required parameters to includes VOCs, primary mineral ions, metals, and radiological parameters.

2. Ground water sampling will be completed according to EPA Methods for applicable testing parameters.

3. A trip blank will be tested for each sampling event.

4. Ground water monitoring wells with monitoring plan requirements for sample collection and analysis are equipped with operable pumps. These wells include MW-2, MW-6, MW-7, and MW-8 at the Paseo de Vista Landfill and Ortiz Park-1 at the former Ortiz Landfill.

5. Three existing ground water monitoring wells (Ortiz Park-2, Ortiz Park-3, and Ortiz Park-4) and one proposed ground water monitoring well (Ortiz Park-5) with monitoring plan requirements for sample collection and analysis require bailing via a dedicated, disposable bailer.

6. Contractor shall be responsible for analytical laboratory testing of samples, according to regulations (Currently the testing parameters have been reduced to 20 NMAC 9.1.804.A&B), with a full A&C test required every five years, last A&C test for the Paseo de Vista Landfill was completed on 05/27/2021.

E. Annual Settlement Benchmark Survey

1. Settlement benchmark installation and initial survey have been completed and will be resurveyed on an annual basis and an annual survey will be submitted to the City and NMED (beginning in calendar year 2024). A brief settlement benchmark survey report will be prepared

by the contractor within four weeks of receipt of each annual event's survey data are received and will be submitted to NMED. The report will include a brief discussion of survey activities, the latest survey data for each of the 80 benchmarks, and a table of relative elevation change from the previous, and initial, survey for each benchmark. Annual surveying of the settlement benchmarks and associated reporting will be performed for a period of 5 years. Upon completion of the five-year surveying period, a final report will be prepared and submitted to NMED summarizing the findings of the settlement evaluation. Appropriate recommendations for landfill cover improvements or maintenance, if necessary, will be included in the final report.

F. Methane Monitoring Report Requirements

The results of each of 16 routine quarterly landfill gas/methane monitoring events will be summarized in letter reports and submitted to NMED.
The contractor will generate a landfill gas/methane monitoring report including the following information:

1. Executive Summary:
   a. Introduction
   b. Monitoring Methods and Procedures
   c. Landfill Gas/Methane Monitoring Results
   d. Laboratory Analysis (if applicable)
   e. Assessment monitoring levels
   f. Conclusion and references.
2. For each vapor monitoring well in the network, the contractor shall include the following information:
   a. Tables that include:
      i. Cumulative monitoring data per well per event
      ii. Laboratory Analytical data (if applicable)
   b. Figures including:
      i. Map of the Landfill(s)
      ii. Methane concentration map
   c. Appendices including:
      i. Laboratory reports and chain of custody documents
      ii. Methane monitoring field notes

G. Ground Water Monitoring Report Requirements

For each of the eight semiannual groundwater monitoring events, the contractor will generate a groundwater monitoring report including the following information:

1. Executive Summary:

   a.

Introduction

b. Geo-hydrologic conditions
c. Current investigation
d. Water level, gradient and trend
e. Groundwater flow velocity estimate
f. Groundwater sampling and analysis
g. Summary of groundwater quality data
    i. Organic constituents
    ii. Metal constituents
    iii. Other inorganic constituents
    iv. Proposed background and assessment monitoring level concentrations
h. Assessment monitoring levels
    i. Conclusion and references.

2. For each monitoring well in the network, the contractor shall include the following information:

a. Tables that include:
    i. Cumulative water level data
    ii. Organic water quality data
    iii. Inorganic water quality data
b. Calculated groundwater flow velocity
c. Figures including:
    i. Map of the Landfill(s)
    ii. Water table map
    iii. Groundwater quality summary map
    iv. Nitrate concentrations.
d. Appendices including:
    i. Water level hydrographs on all monitoring wells
    ii. Laboratory reports for water quality analyses
    iii. Groundwater sampling field notes and chain of custody documents.

The contractor shall provide required notification to NMED SWB of site-specific assessments level exceedance (Exceedance levels have been established based on cumulative data from prior monitoring events and assessments).

H. Report Delivery and Submission

The contractor must provide editable electronic version of draft reports level notification and monitoring report three weeks prior to deadline of submittal. The City Environmental Services Division will review and propose changes as needed. The contractor must be available via telephone for response to questions or clarification of report, exceedance notification or data. The contractor must provide four hard copies and electronic version of each groundwater

monitoring report, distribution as follows:

a. Shirlene Sitton, 2 copies, City Environmental Services Director
b. NMED SWB – Attention: Erica Gordan
c. NMED GWQB – Attention: Justin Ball

City of Santa Fe follows the New Mexico State Procurement Code (NMPC) & City of Santa Fe Procurement Manual (COSPM).

NMPC, NMSA, 1978 13-1-98 & COSPM, Item VI. Exemptions from the Procurement Code.

(letter) NMPC/ (number) COSPM

Determination

_____ Professional

_____ General Service

_____
Travis Dutton-Leyda, Chief Procurement Officer

From: GARCIA, LAWRENCE M. <lmgarcia@santafenm.gov>
Sent: Monday, September 25, 2023 9:16 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: Request for determination of the following scope of work

Travis/Joann

Public Utilities/Environmental Services Division needs to initiate a request for proposal for monitoring and engineering services for two closed landfills as described within the scope.

Thank you,
Lawrence Garcia
ESD Maintenance Manager
Office 505-955-2241
Cell 505-470-7201
Service issues: esd@santafenm.gov
https://www.santafenm.gov/esd

From: Matt Loehman
To: GARCIA, LAWRENCE M.
Cc: DUTTON-LEYDA, TRAVIS K.
Subject: Re: FW: Offered to WorkQuest DBA Horizons of New Mexico
Date: Monday, September 25, 2023 1:52:15 PM
Attachments: image001.jpg
image001.jpg

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

Good afternoon,

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 Mon, Sep 25, 2023 at 12:37 PM GARCIA, LAWRENCE M. <lmgarcia@santafenm.gov> wrote:

> Matt –
>
> The City of Santa Fe owns two closed landfills, the Paseo de Vistas Landfill closed under the Federal Resource Conservation and Recovery Act (RCRA) in the 1990's and is overseen by the New Mexico Environment Department (NMED), Solid Waste Bureau (SWB), according to its' Landfill Closure Plan filed by the city. The Frank Ortiz disposal site was closed before the Paseo landfill and is now the Frank Ortiz Dog Park. It is not regulated

under RCRA and is overseen by the NMED Ground Water Bureau (GWB) because closure occurred prior to the implementation of the NMED solid waste regulations for landfill closure. Both sites must comply with required quarterly and semi-annual monitoring, as specified by the closure plans. The City of Santa Fe is offering this work to Work Quest dba Horizons of New Mexico, Please respond if you are interested in this scope of work.

The City of Santa Fe is Requiring Professional Services to provide four quarters of regulatory NMED, GWB, for the Stage 1 Abatement Plan, to include monitoring and reporting for the Frank Ortiz Landfill, and four quarters of regulatory NMED, SWB monitoring and reporting for Paseo de Vistal Landfill, both owned by the City of Santa Fe, and located within City of Santa Fe, within Santa Fe County.

Respectfully,

Lawrence Garcia

ESD Maintenance Manager

Office 505-955-2241

Cell 505-470-7201

Service issues: **esd@santafenm.gov**

https://www.santafenm.gov/esd



Client#: 914933 INTERINC22

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/03/2024

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

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

PRODUCER	CONTACT NAME: Danelle Touchstone
USI Insurance Services LLC -CL 4630 North Loop 1604 West Suite 410 San Antonio, TX 78249	PHONE (A/C, No, Ext): 210 524-2094 FAX (A/C, No): 610-537-1904 E-MAIL ADDRESS: danelle.touchstone@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lloyd's of London	SURPLU
INSURER B : Hartford - WC Multiple Issuing Cos	00914
INSURER C : Sentinel Insurance Company Ltd.	11000
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
INTERA Incorporated
9600 Great Hills Trl
Suite 300W
Austin, TX 78759

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ENVP000025424	06/01/2024	06/01/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	X Pollution Liability						MED EXP (Any one person)	$25,000
	X BI/PD DED $10,000						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			65UECZR3402	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			ENVX000020624	06/01/2024	06/01/2025	EACH OCCURRENCE	$6,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$6,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			65WBOL6H7Y	06/01/2024	06/01/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	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
A	Professional Liab			ENVP000025424	06/01/2024	06/01/2025	$2,000,000 Aggregate	
				Retroactive Date	01/10/2002		$1,000,000 Per Claim $100,000 Deductible	

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

RE: Contract ID SHR000022790 RFB-2022-322-DSW-CG
The Excess Policy sits over the General Liability, Automobile Liability and Professional Liability limits.
Professional Liability is on a claims-made basis.
The General Liability and Automobile Liability policies include a blanket Additional Insured endorsement that provides Additional Insured status to City of Santa Fe when there is a written contract that requires
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Santa Fe
801 W. San Mateo
Santa Fe, NM 87505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

such status and only with regard to work performed on behalf of the named insured.
A thirty (30) days prior written notice of cancellation to certificate holder applies when required by written contract. The General Liability and Automobile Liability policies contain a special endorsement with Primary and Noncontributory wording when required by written contract.

Signature: Sandra Gabaldón

Email: sgabaldon@santafenm.gov

Signature: DEBORA TRUJILLO (Mar 26, 2025 09:48 MDT)

Email: dctrujillo@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

CITY OF SANTA FE

The Purchasing Memo

Date: April 16, 2025

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

From: John Del Mar, Engineering Supervisor

Via: Jesse Roach, Public Utilities Department Director

Subject: Amendment to AECOM Professional Services Contract to Remove Fiscal Year Compensation Amount Limit

Vendor Name: AECOM

Munis Vendor Number: 3350

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of Amendment 1 to Contract Number 3204146 with AECOM for Professional Services. Amendment 1 removes fiscal year compensation amount limits and changes the total contract amount, not to exceed eight million dollars ($8,000,000.00) including NMGRT.

CONTRACT NUMBER:

The FY24 Munis contract number is 3204146.

BACKGROUND AND SUMMARY:

The Water Division requires contract flexibility regarding the amount needed to compensate our on-call contract vendors for their services in a given fiscal year.

The on-call services nature of the contract necessitates the city's ability to compensate the vendor without fiscal year amount limits. Necessary on-call professional services for various CIP projects vary each fiscal year. With the contract providing the same limit amount of compensation for each fiscal year over the four-year contract term, the amount may either exceed that which is needed or fall short of that needed to compensate on-call vendors for services.

The original contract date was August 14, 2023. The City Clerk's Item number is 23-0509.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Water Cash Fund / 505

Munis Org Name/Number: WTR Cap Proj / 505395

Munis Object Name/Number: WIP Design / 572960

Budget Officer / Designee: Andy Hopkins **Date:** 04/16/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

RFP #23/51/P On-call Engineering Services for Water Dams and Geotechnical Expertise

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 04/16/2025

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: The vendor is on-call to work on various projects and will note the project ledger number on invoices specific to their work.

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

Comment/Exceptions: _____

ATTACHMENTS:

1. Amendment 1
2. Original Contract Packet
3. Certificate of Liability Insurance

Item #: _____
Munis Contract #: 3204146
Original Contract Item #: 23-0509
RFP #: 23/51/P

CITY OF SANTA FE
AMENDMENT No. 1 TO
Professional Services Contract
ITEM # 23-0509

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated August 14, 2023 the ("Contract"), between the City of Santa Fe (the "City") and AECOM Technical Services Inc., (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide professional engineering services.

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

1. COMPENSATION.

Article 3, paragraph A of the Contract is amended to provide for payment of services based on available budget so that Article 3, paragraph A reads in its entirety as follows:

that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC., such compensation based on available budget and not to exceed eight million dollars ($8,000,000.00) including New Mexico Gross Receipts Tax (NMGRT) throughout the four-year term of this contract.

Article 3 paragraph B subparagraph 1 of the Contract is removed in its entirety.

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:

_____
MAYOR ALAN WEBBER

DATE:_____

CONTRACTOR: AECOM Technical Services

_____
NAME: John Sikora, P.E., D.WRE, CFM

_____
TITLE: AECOM Principal Water Resources Engineer

DATE: Mar 21, 2025

CRS # 02-450666-00-4
Registration # 229607

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 21, 2025 08:58 MDT)
_____
MARCOS MARTINEZ,
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

Item #23-0509

Munis Contract# 3204146

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 **AECOM**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2. E; and NMSA 1978, § 13-1-111;

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as an engineering firm rendering services related to Dams and Geotechnical engineering and general engineering for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of four (4) years, as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Scope of Work.**

A. The Contractor shall provide the following professional services-for the City:

1) Professional Services

The Contractor shall perform professional engineering services on an as-needed basis as directed by the City's representative. The Contractor shall have demonstrated specific expertise and experience in the areas of dam safety, design and construction, geotechnical and structural analysis; repair and rehabilitation and related infrastructure assessments; pipeline design and construction; field reconnaissance and surveys; water distribution and storage; water distribution and storage; water quality; wastewater; and water system improvements. Other required engineering services will include planning; water supply; water resource management; hydraulic and other modeling; well field operations; and construction management and or inspection services for a variety projects and utility work assignments to include Water and Sanitary Sewer Lines and Water Systems Facilities including dams and Wastewater Facilities. Engineering services shall meet the applicable requirements of the City and accepted industry standards and

practices. The scope of work for any one project may involve some or all phases of project development and implementation which may include, the following.

- Engineering services for design and construction
  - Dam safety, design and construction
  - Geotechnical and structural analysis
  - Field reconnaissance and surveys
  - Collecting field and other related data
  - Engineering design support and preparation of design documents and other technical specifications
  - Pipeline design and construction
  - Development of detailed construction cost estimates
- General engineering services for
  - Capital Improvements
  - Repair and rehabilitation related assessments
  - Upgrades and improvements
  - Third party design review
  - Procurement support for Capital Improvement Plan (CIP)
  - Bid phase support
- Water and wastewater treatment processes and engineering.
- Water resources studies for
  - Supply and demand management
  - Wellfield sustainability analyses
  - Water budget and geohydrologic modeling analyses
  - Permitting
- Permit related activities, compliance and litigation support
- Water utility management support for
  - Asset management
  - Water loss audit
  - Federal and State funding applications
- Construction Management including:
  - Project coordination during construction
  - Construction meetings and Site visits
  - Requests for information
  - Submittal reviews
  - change orders and Change directives
  - Record drawings
  - Render interpretations of design documents as necessary
  - Review Contractor's Submittals including record drawings for conformance with design documents
  - Respond to Requests for Information (RFI) related to the design submitted by the Contractor
  - Deliverables

2) Engineering Services for Design and Construction

The types of services anticipated under this category shall include, at a minimum, the following:

- Dam safety analyses
- Geotechnical and water infrastructure structural analyses
- Field reconnaissance and surveys
- Collecting field and other related data
- Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects
- Prepare preliminary drawings, and estimates of probable cost, including capital costs, annual operation and maintenance cost, lifecycle cost for any range of system improvement alternative(s). Present alternatives and cost structure and provide recommendations and analyses of each alternative
- Prepare engineering designs, calculations, plans, specifications, cost estimates and contract bidding documents. Engineering plans and construction documents will include preliminary engineering, sixty percent (60%), ninety percent (90%), and final engineering, or as specified by a given task order
- Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements
- Develop a design and construction schedule
- Manage construction-phase projects assuring adherence to related deliverables timeline and regulatory requirements
- Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support

3) General Engineering

The types of services anticipated under this category shall include, at a minimum, the following:

- Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects
- Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints
- Address right of way and easement issues
- Updates and revisions to the water distribution and storage master plan, as needed
- Improvements to distribution system network, pressure zone management, well systems, booster pump station, piping valves, junctures and storage tank improvements
- Water system design and operations, water demand analyses, system utilization, operation and reliability
- Bid phase Support including written responses to questions from plan holders on design drawings and specifications

4) Water and Wastewater Treatment Processes and Engineering

The types of services anticipated under this category shall include, at a minimum, the following:

- Perform water quantity and water quality evaluations related to water supply operations related to source water derived from reservoirs and production wells, recycled wastewater reuse, aquifer storage and recovery, and water treatment processes
- Perform technical and system optimization studies for various water system operations related to sustainable water production, well field management, water distribution and storage, dams, energy usage, surface and groundwater interaction, water budgets and related geohydrologic analyses
- Production well design, construction, testing and sustainable operations
- Water quality and treatment, blending and distribution
- Perform feasibility studies for new and/or alternative water sources, aquifer storage and recovery, wastewater reuse, water treatment systems and engineering services in support of capital improvement projects including process technical evaluations; site layouts; design and process requirements; distribution and storage, booster pumps, energy efficiency; and capital and Operating & Maintenance (O&M) costs

5) Water Resources Studies

The types of services anticipated under this category shall include, at a minimum, the following:

- Hydrologic and hydrogeological services as they pertain to water resource management; source protection; water resource management; permit compliance; and water system production, distribution and storage improvements
- Water budget analyses; water level monitoring; stream gaging and seepage studies; surface and groundwater interaction; and evapotranspiration calculations in support of water resource management studies
- Long range water supply plan (LRWSP) updates; drought management; new source of supply evaluations, system resiliency; supply and demand forecasting using decision analysis tool (WaterMAPS); 5-, 10- and 20-year long range supply and demand forecasts and integrates result with LRWSP, T&D Master Plan, WaterMAPS decision tool; and wastewater reuse, treatment and conservation plans
- Groundwater modeling in support of aquifer sustainability and safe yield estimates, groundwater pumping offset calculations, aquifer characteristic evaluations, and supply optimization evaluations; Predictive simulation of groundwater flow, model development and calibration and model validation.
- Well design; well efficiency; well permitting; specific capacity and aquifer testing; sustainable well yield assessment; well redevelopment; well construction and repair; well permitting; and well siting
- Water supply prioritization; economics; availability and resiliency; and water supply infrastructure

6) Permit Related Activities, Compliance and Litigation Support

The types of services anticipated under this category shall include, at a minimum, the following:

- Surface and groundwater water right permitting and applications
- Inter-state compact compliance, permitting and accounting
- Appropriation of surface water, groundwater administration, active water resource administration, and general water rights
- Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance

7) Water Utility Management

The types of services anticipated under this category shall include, at a minimum, the following:

- Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management
- Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations
- Support City pursuit of federal and state grant funding applications

8) Construction Management

The types of services anticipated under this category shall include, at a minimum, the following:

- Project coordination during construction
- Construction meetings and Site visits
- Requests for information
- Submittal reviews
- Change orders and change directives
- Record drawings
- Render interpretations of design documents as necessary
- Review Contractor's Submittals including record drawings for conformance with design documents
- Respond to Requests for Information (RFI) related to the design submitted by the Contractor
- Deliverables

9) Project Management

The Contractor shall provide project management throughout the duration of a given project with regular communication and coordination with the City. Project management tasks shall include:

- Maintaining a project work plan, schedule, and budget
- Project description and summary of deliverables
- Project meetings to establish work plan including project team members and responsibilities, quality and document control process, and communication protocols
- Monthly progress/status reports
- Regularly scheduled status meetings with the City

- Regular engagement with project stakeholders
- Monthly invoicing
- Delivery of work products that have been thoroughly reviewed with an established QA/QC process

Meetings will be held in City offices or remotely (as circumstances dictate) as requested by the City.

The City may request the Contractor provide a proposal to complete a scope of work for select engineering projects as defined by the City. The scope of work will be defined as an Assigned Task Order that will establish the individual project scope, schedule, deliverables and cost. Task Orders will be negotiated and approved by the City Project Manager and Water Division Director.

- Project Task Orders: (1) Lump Sum Fee negotiated individually based on the contract rates, for each project and issued as a separate Purchase Order; or (2) Hourly Rate when the scope of services preclude reasonable estimates of time to complete. Contractor shall be required to submit detailed time records, documentation for other expenses, and such other evidence.
- The City will request a lump sum fee or hourly rate proposal for each project (Project Task Order). At its own expense, the Contractor shall visit the site and prepare a detailed lump sum or hourly rate (as applicable) proposal, based on the Contractor's contract rates, for accomplishing the work. Each proposal prepared by the Contractor shall include an acceptable description of the nature, extent and character of the work required, as well as performance criteria and delivery schedules. All proposals for Task Orders under this Agreement must reference the Agreement/Contract number on the proposal to confirm that the current contract rates were used in the preparation of the proposal. Proposals that include the Contractor's Terms and Conditions rather than those negotiated as part of the contract will not be accepted.
- Each Project Task Order will be reviewed and approved in writing by the City representative prior to Contractor initiating any work. The Contractor shall be responsible for conveying the information of Project Task Order to its employees, agents or subcontractors or sub-consultants. The Contractor shall be responsible for any work not expressly set out in any Project Order, but which may be reasonably implied for proper completion of the Project Order. The Project Task Order will clearly define the project schedule, meeting and reporting requirements.
- The Contractor shall not commence any work that has not been authorized by a written purchase order (or change order) executed by the Procurement Division and without a written Notice to Proceed from the City's representative (Project Manager). The Contractor assumes all risk and financial liability for any services rendered without such proper authorization.
- Should additional services be requested beyond the scope of any executed Purchase Order, adjustments to the contract amounts shall be negotiated and a change order issued authorizing the additional work.

- The Contractor's services shall be considered complete upon satisfactory completion and acceptance by the Owner's Representative of the services outlined in the Project Order.
- The successful Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all planning, design, drawings, specifications, reports and other services furnished by the Contractor or any employee, agent, or subcontractor of the Contractor under this Agreement. The Contractor shall without additional compensation, correct or revise any errors, omissions, or other deficiencies in his or his employee's, agent's or subcontractor's designs, drawings, specifications, reports and other services.
- The Contractor must acknowledge that approval by the City of drawings, specifications, reports and incidental engineering work or materials furnished under the scope of work shall not in any way relieve the Contractor of their responsibility for the technical accuracy and adequacy of the work. The Contractor shall be and remain liable in accordance with applicable law for all damages to the City caused by the Contractor.
- All work must be done by or under the direct supervision of engineers and surveyors registered to practice in New Mexico.

The City is under no obligation to expend any amount of this funding and expenditures will be incurred on an as-needed basis to complete projects on the City's direction.

Specific deliverables, milestones, tasks, time sensitive reporting, data, plans, designs and or any other professional services request generated will made a part of specific Task Orders the City may assign the Contractor upon after execution of this Professional Services Agreement.

2. **Standard of Performance; Licenses.**

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rates indicated in the attached Fee Schedule determined based on the personnel conducting specific Scope Of Work services and the hours indicated, and BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC., such compensation not to exceed three million dollars ($3,000,000.00) during the four-year contract term, excluding gross receipts tax. The New Mexico gross receipts tax 8.3125% levied on the amounts payable under this Agreement totaling two hundred forty-nine thousand three hundred seventy-five dollars ($249,375.00), shall be paid by the City to the Contractor.

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed three million two hundred forty-nine thousand three hundred seventy-five dollars ($3,249,375.00). This amount is a

maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties 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.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the at the rates indicated in the attached Fee Schedule based on the personnel conducting the services and the hours indicated, seven hundred fifty-thousand dollars ($750,000.00) per year for FY24, FY25, FY26 and FY27, based on the work performed. The New Mexico gross receipts tax levied on the amounts payable per year under this Agreement totaling sixty-two-thousand, three hundred forty-three dollars and seventy-five cents ($62,343.75) shall be paid by the City to the Contractor.

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

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

4. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2027 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

5. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole

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

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

6. Appropriations.

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

7. Status of Contractor.

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

8. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any

claims for money due or to become due under this Agreement without the prior written approval of the City.

9. **Subcontracting.**

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

10. **Release.**

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

11. **Confidentiality.**

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

12. **Product of Service -- Copyright.**

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

13. **Conflict of Interest; Governmental Conduct Act.**

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

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

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

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

14. **Amendment.**

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

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

15. **Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. **Penalties for violation of law.**

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

17. **Equal Opportunity Compliance.**

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

18. **Applicable Law.**

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

19. **Workers Compensation.**

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

20. **Professional Liability Insurance.**

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

21. **Other Insurance**

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

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits of $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 include 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. Contractor shall procure and maintain all insurance required by applicable laws and shall provide the coverages and limits referenced herein. The insurance listed herein shall be considered a minimum requirement and is not intended to limit Contractor's indemnification obligations under this Agreement.

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

22. **Records and Financial Audit.**

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

23. **Indemnification.**

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

24. **New Mexico Tort Claims Act**

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

25. **Invalid Term or Condition.**

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

26. **Enforcement of Agreement.**

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

27. **Notices.**

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

To the City:
Jonna Leigh Stack
City of Santa Fe Water Division
801 W. San Mateo
Santa Fe, NM 87515

To the Contractor:

John Sikora, P.E., D.WRE, CFM
Principal Water Resources Engineer
DCS US West Water Business Unit
804 Colorado Ave, Suite 201
Glenwood Springs, CO 81601
john.sikora@aecom.com

28. Authority.

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

29. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

30. Non-Collusion.

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

31. Default/Breach.

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies.

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. **Default and Force Majeure.**

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

34. **City Data/Information.**

City shall furnish information and technical data in City's possession or under its control reasonably required for Contractor's proper performance of the engineering services, which are the subject of this Agreement prior to Contractor's commencement of the work or at such other times as City and Contractor mutually agree. Contractor is entitled and will rely upon the accuracy, completeness, currency and non-infringement of information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by Contractor may be expressly required as a defined part of the services. Contractor will not be responsible for defects in its services attributable to its reliance upon or use of such information and data.

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: Aug 14, 2023

CONTRACTOR:

NAME: John Sikora, P.E., D.WRE, CFM

TITLE: AECOM Principal Water Resources Engineer

CRS# 02450666004

Registration # 229607

DATE: 6/15/23

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

GB MTG 08/09/2023 XIV

CITY ATTORNEY'S OFFICE

Marcos Martinez

Marcos Martinez (Jun 7, 2023 15:43 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Aug 14, 2023 18:03 MDT)

EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org#.

City of Santa Fe, New Mexico
Memorandum

DATE: June 23, 2023

TO: Governing Body
Finance Committee
Public Works and Utilities Committee

VIA: John Dupuis, Public Utilities Department Director JD
Jesse Roach, Santa Fe Water Division Director JR

FROM: Jonna Leigh Stack, Project Administrator JLS

ITEM AND ISSUE:

Santa Fe Water Division Request for Approval of the four-year on-call engineering services Professional Services Agreement with AECOM Technical Services Inc. for Capital Improvements Program (CIP) projects in the amount of $3,249,375; Request for Approval of a BAR/Increase from the Water Enterprise Fund Cash Balance in the amount of $3,249,375. Jonna Leigh Stack, jlstack@santafenm.gov, 505-955-4206

BACKGROUND AND SUMMARY:

The Santa Fe Water Division (WD) solicited proposals through a competitive bid process for an engineering firm to assist the WD with dam engineering and safety, geotechnical engineering, and with other engineering expertise to assist the WD in meeting CIP goals. The WD reviewed AECOM's proposal in response to the posted Request for Proposals and determined AECOM met all of the WD's needs. AECOM was the only engineering firm to provide a proposal for consideration and the WD finds it unnecessary to repost a solicitation as our experience with AECOM, and the proposal, both show this engineering firm provides exceptional work.

The WD has over $100 million worth of CIP projects planned over the next five years. This level of expenditure is considerably higher than previous five-year periods due to several large projects including rehabilitation of our two watershed reservoir dams, and design and construction of the San Juan Chama Return Project Pipeline. Support from on-call engineering firms has been critical to the success of the WD, and will be especially critical over the proposed contract term. On-call engineering firms provide important expertise and support including the following.

- engineering design and critical third party review throughout CIP project lifecycles
- water and wastewater treatment process analysis and engineering
- water resource management and studies
- support in permitting, compliance, and litigation
- general utility management and engineering support
- construction and project management.

AECOM will perform professional engineering services on an as-needed, task-order driven basis as directed and managed by a City Utility Department representative.

PROCUREMENT METHOD:

RFP 23/51/P, On-call Engineering Services for Water Dams and Geotechnical Expertise

CONTRACT NUMBER:

Munis contract number is 3204146

FUNDING SOURCE: On call engineering PL# WTR1950501

Fund Name/Number: Water Enterprise Fund/500
Munis Org Name/Number: 5050395
Munis Object Name/Number: 572960

ACTION REQUESTED:

The Public Utilities Department respectfully requests your review and approval of the PSA with AECOM for on-call engineering technical services in the amount of $3,249,375 and approval of a BAR/Increase from the Water Enterprise Fund Cash Balance in the amount of $3,249,375.

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract:_____ Procurement # (RFP/ITB# If any): 23/51/P

Contractor: AECOM Technical Services Inc.

Procurement Method: *Small Purchase* ☐ *RFP* ☑ *ITB* ☐ *Sole Source* ☐ *GSA* ☐ *Cooperative* ☐ Exempt ☐

Description/Title: The City's Wastewater Division is looking to procure professional services for the design and construction phases for the Nichols and McClure Reservoirs and Dams.

Contract: ☒ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: July 1, 2023 Term End Date: June 30, 2028 Total Contract Amount: $3,249,375

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)* _____

Contract / Lease:

1.b Amendment #:_____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount $: _____

Extend Expiration Date to: _____

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date:_____

Amendment is for:

---

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. Procurement History:_____

JoAnn Lovato Montaño
JoAnn Lovato Montaño (Jul 10, 2023 08:59 MDT)

Purchasing Officer Review: Jul 10, 2023 Date:

Comment & Exceptions: awarded via RFP

4. Funding Source: water enterprise fund 500 **Org / Object:** 5050395,572970

Andy Hopkins
Andy Hopkins (Jul 7, 2023 14:53 MDT)

Budget Officer Approval: Jul 7, 2023 Date:

Comment & Exceptions:_____

5. Grant History (if applicable):_____

Grants Administrator Approval:_____ **Date** _____

Staff Contact who Completed This Form: Jessica Chavez Phone #: 505.819.8411

To be recorded by City Clerk:
Clerk #_____
Date of Execution: _____

Email: jjchavez@santafenm.gov

ITT Representative (attesting that all information is reviewed) Title Date

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: AECOM Technical Services Inc

Procurement Title: RFP 23/51/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 WasteWater Division Staff Name John Del Mar

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:

John Del Mar Engineer 06/15/2023

Department Rep Printed Name (attesting that all information included) Title Date

JoAnn Lovato Montaño (Jul 10, 2023 08:59 MDT)

Contracts Supervisor Jul 10, 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.

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

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/CIP	6/23/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Professional Services	5050395	572960	WTR190501	3,249,375	
Cash Balance for FY 25					
				3,249,375	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
JUSTIFICATION: *(use additional page if needed)* --Attach supporting documentation/memo				$ 3,249,375	$ -

On Call engineering services for Water Dams and Geotechnical Expertise

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(3,249,375)
TOTAL:	**(3,249,375)**

Jessica Chavez — 4/6/2023
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

John Dennis (Jun 29, 2023 23:18 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #.

Andy Hopkins — Jul 7, 2023
Andy Hopkins (Jul 7, 2023 14:53 MDT)
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/09/2023

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 Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-23-24 04 2024	CONTACT NAME: Marsh | U.S. Operations PHONE (A/C, No, Ext): 866-986-4564 FAX (A/C, No): 212-948-0633 E-MAIL ADDRESS: LosAngeles.CertRequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : N/A	N/A
INSURER C : Illinois Union Insurance Co	27960
INSURER D : SEE ACORD 101	
INSURER E :	
INSURER F :	

INSURED
AECOM
AECOM Technical Services, Inc.
7595 East Technology Way
Denver, CO 80237

COVERAGES **CERTIFICATE NUMBER:** LOS-002694814-01 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL 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			HDO G47334275	04/01/2023	04/01/2024	EACH OCCURRENCE	$	2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	2,000,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	2,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
A	AUTOMOBILE LIABILITY [X] ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H10735531	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N] N / A If yes, describe under DESCRIPTION OF OPERATIONS below			SEE ACORD 101	04/01/2023	04/01/2024	[X] PER STATUTE [ ] OTH-ER		
							E.L. EACH ACCIDENT	$	2,000,000
							E.L. DISEASE - EA EMPLOYEE	$	2,000,000
							E.L. DISEASE - POLICY LIMIT	$	2,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654863 005 "CLAIMS MADE"	04/01/2023	04/01/2024	Per Claim/Agg Defense Included		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: AECOM Project # On Call 60703093; City of Santa Fe Water On Call RFP 23-59-P; For RFP/RFQ Purposes.

City of Santa Fe their officials, officers, employees, and agents are named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract.

CERTIFICATE HOLDER

City of Santa Fe, New Mexico
200 Lincoln Avenue
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh Risk & Insurance Services

© 1988-2016 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: AECOM TECHNICAL SERVICES INC
DBA: AECOM TECHNICAL SERVICES INC

Business Location: 150 WASHINGTON AVE
SANTA FE , NM 87501

CRS Number: 02450666004

Owner: AECOM TECHNICAL SERVICES INC

License Number: 229607

License Type: Business License - Renewable

Issued Date: February 23, 2023

Classification: Business Registration - Standard

Expiration Date: February 23, 2024

Fees Paid: $35.00

AECOM TECHNICAL SERVICES INC
4840 COX RD
GLEN ALLEN, VA 23060

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

Signature: 

Email: jdroach@santafenm.gov

AECOM Technologies Inc Packet

Final Audit Report 2023-06-30

Created:	2023-06-23
By:	Jessica Chavez (jjchavez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvEOqRLrxKNPojP7nvEKyKaNuXArcWMAz

"AECOM Technologies Inc Packet" History

Document created by Jessica Chavez (jjchavez@ci.santa-fe.nm.us)
2023-06-23 - 10:16:25 PM GMT- IP address: 63.232.20.2

Document emailed to Jonna Stack (jlstack@santafenm.gov) for signature
2023-06-23 - 10:18:31 PM GMT

Email viewed by Jonna Stack (jlstack@santafenm.gov)
2023-06-23 - 10:18:47 PM GMT- IP address: 104.47.64.254

Signer Jonna Stack (jlstack@santafenm.gov) entered name at signing as Jonna Leigh Stack
2023-06-23 - 10:23:52 PM GMT- IP address: 75.161.227.209

Document e-signed by Jonna Leigh Stack (jlstack@santafenm.gov)
Signature Date: 2023-06-23 - 10:23:54 PM GMT - Time Source: server- IP address: 75.161.227.209

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2023-06-23 - 10:23:55 PM GMT

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2023-06-23 - 10:46:56 PM GMT- IP address: 104.47.64.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2023-06-23 - 10:47:50 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to jedupuis@santafenm.gov for signature
2023-06-23 - 10:47:51 PM GMT

Email viewed by jedupuis@santafenm.gov
2023-06-25 - 11:04:00 AM GMT- IP address: 174.244.81.82

Email viewed by jedupuis@santafenm.gov
2023-06-30 - 5:16:39 AM GMT- IP address: 73.26.153.70

Powered by Adobe Acrobat Sign

Signer jedupuis@santafenm.gov entered name at signing as John Dupuis
2023-06-30 - 5:18:24 AM GMT- IP address: 73.26.153.70

Document e-signed by John Dupuis (jedupuis@santafenm.gov)
Signature Date: 2023-06-30 - 5:18:26 AM GMT - Time Source: server- IP address: 73.26.153.70

Agreement completed.
2023-06-30 - 5:18:26 AM GMT

Powered by
Adobe
Acrobat Sign

GB 550 AECOM

Final Audit Report 2023-07-10

Created:	2023-07-07
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQuJLW_XbKgAewI5T4KNap98NopFVs25U

"GB 550 AECOM" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2023-07-07 - 7:35:36 PM GMT- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2023-07-07 - 7:39:26 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2023-07-07 - 8:52:15 PM GMT- IP address: 104.47.65.254

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2023-07-07 - 8:53:10 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to JoAnn Lovato (jdlovato@santafenm.gov) for signature
2023-07-07 - 8:53:14 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2023-07-10 - 2:46:09 PM GMT- IP address: 104.47.65.254

Signer JoAnn Lovato (jdlovato@santafenm.gov) entered name at signing as JoAnn Lovato Montaño
2023-07-10 - 2:59:13 PM GMT- IP address: 63.232.20.2

Document e-signed by JoAnn Lovato Montaño (jdlovato@santafenm.gov)
Signature Date: 2023-07-10 - 2:59:15 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2023-07-10 - 2:59:15 PM GMT

Powered by Adobe Acrobat Sign

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/07/2025

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
Marsh Risk & Insurance Services
CA License #0437153
633 W. Fifth Street, Suite 1200
Los Angeles, CA 90071
Attn: LosAngeles.CertRequest@Marsh.Com

CN101348564-STND-GAUE-25-26 08 2027

CONTACT NAME: Marsh | U.S. Operations
PHONE (A/C, No, Ext): 866-966-4664 **FAX (A/C, No):** 212-948-0533
E-MAIL ADDRESS: LosAngeles.CertRequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : N/A	N/A
INSURER C : Illinois Union Insurance Co	27960
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AECOM
AECOM Technical Services, Inc.
7595 Technology Way, Suite 200
Denver, CO 80237

COVERAGES **CERTIFICATE NUMBER:** LOS-002777470-04 **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:			HDO G48971714	04/01/2025	04/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISA H11370494	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLR C72792300 (AOS) SCF C72792312 (WI Retro)	04/01/2025 04/01/2025	04/01/2026 04/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2025	04/01/2026	Per Claim/Agg Defense Included	2,000,000

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

RE: AECOM Project No: 04191978.2067. Client Ref No: 3204146. City of Santa Fe Water On-Call Contract 3204146 (previous COI issued as reference: AECOM Project # On Call 60703093, City of Santa Fe Water On Call RFP 23-59-P.

City of Santa Fe, their officials, officers, employees and agents are named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract.

CERTIFICATE HOLDER

City of Santa Fe, New Mexico
City of Santa Fe Water Division
801 W. San Mateo
Santa Fe, NM 87505

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh Risk & Insurance Services

© 1988-2016 ACORD CORPORATION. All rights reserved.

CITY OF SANTA FE

The Purchasing Memo

Date: April 3, 2025

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

From: Julie Sanchez, Youth and Family Services Division Director JULIE SANCHEZ (Apr 4, 2025 15:23 MDT)

Via: Henri Hammond-Paul, Community Health and Safety Department Director

Subject: Approval of Grant Agreement from the State of New Mexico's Department of Health in the amount of $818,387.10 for a coordinated community response to community violence to include but not limited to youth violence and gun violence. (Julie Sanchez, Youth and Family Services Division Director; jjsanchez@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Budget $818,387.00 into FY25 Revenue and Expenses for a coordinated community response to community violence. (Julie Sanchez, Youth and Family Services Division Director; jjsanchez@santafenm.gov)

ITEM AND ISSUE:

Request for Approval of Grant Agreement from the State of New Mexico's Department of Health in the Amount of $818,387.10 for a Coordinated Community Response to Community Violence to Include but not Limited to Youth Violence and Gun Violence. (Julie Sanchez, Youth and Family Services Division Director; jjsanchez@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Budget $818,387.10 into FY25 Revenue and Expenses for a Coordinated Community Response to Community Violence.

BACKGROUND AND SUMMARY:

The City of Santa Fe Youth and Family Services Division in collaboration with Santa Fe County Community Services Department and the Santa Fe Police Department applied for and received a grant from the State of New Mexico's Department of Health for $818,387.10 as part of our coordinated response to community and youth violence. All reimbursement requests must be made by June 30, 2026.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: [Juvenile Justice Fund/223]

Munis Org Name/Number: [Juvenile Justice/2230123]

Munis Object Name/Number: [Grants and Services/510400] [Other Consulting/510340]

Budget Officer / Designee: Andy Hopkins **Date:** Apr 4, 2025

Budget Officer 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:

Grant agreement
Budget Amendment Resolution (BAR)
Project Ledger

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

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

DEPARTMENT / DIVISION NAME	DATE
Community Health and Safety/Youth & Family	4/3/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Grants and Services	2230123	510400	YFD2522302	404,437.00	
Software (Non-Exempt)	2230315	570850	POL2522303	354,000.00	
Other Consulting	2230123	510340	YFD2522302	60,000.00	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM Department of Health - Violence Intervention Fund - Communtiy Health and Safety Department - Youth and Family Division Portion	2230123	490180	YFD2522302	(464,437)	
NM Department of Health - Violence Intervention Fund - Santa Fe Police Department Portion	2230315	490180	POL2522303	(354,000)	
				$ -	$ -

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

NM DOH Violence Intervention Grant for Communtiy Based Contracts and Police Department Gun Violence Technology.

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

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

Marcella Apodaca — 4/3/2025
Prepared By *{print name}* — Date

JULIE SANCHEZ (Apr 3, 2025 15:23 MDT)
Apr 3, 2025
Division Director Signature *{optional}* — Date

Apr 3, 2025
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Apr 4, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 02/19/2025

Project Title: NMDOH - Violence Intervention Grant

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: POL2522303

Grant ID: S2560

Approved By: Erika Lujan (Apr 2, 2025 07:08 MDT)

CT (Finance Use Only)

Department: Police/SFPD Project Manager: AM BOWEN Ext: 6678

Project Date Range: 2/20/25 to 06/30/2025 ☐ Create Fixed Asset

---

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

Funding Source: NMDOH IGA 25.665.2011.00001.00 % of Funding: 43

MUNIS ORG: 2230315 MUNIS OBJ: 490180 Awarded Amount: 354000.00

Funding Source: _____ % of Funding: _____

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

Expense String Phase:

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

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

Phase: software MUNIS ORG: 2230315 MUNIS OBJ: 570850

Grants Only (list all grants if applicable): (GRANT ALSO TIED TO PROJ. YFD2522302-464287.00)

Grantor Name: NMDOH IGA 25.665.2011.00001.00 Awarded Amount: 818,387.10

AR Charge Code: 2230315.490180 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700003 Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

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

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

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

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 02/19/2025

Project Title: NMDOH - Violence Intervention Grant

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: YFD2522302

Grant ID: S2560

Approved By: Erika Lujan (Apr 2, 2025 07:09 MDT)

CT (Finance Use Only)

Department: Comm. Health and Safety Project Manager: Julie Sanchez Ext: 6678

Project Date Range: 2/20/25 to 06/30/2025 ☐ Create Fixed Asset

---

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

Funding Source: NMDOH IGA 25.665.2011.00001.00 % of Funding: 57

MUNIS ORG: 2230123 MUNIS OBJ: 490180 Awarded Amount: $464,387.00

Funding Source: _____ % of Funding: _____

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

Expense String Phase:

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

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

Phase: GRANTS/SVCS & OTH CNSLTNG MUNIS ORG: 2230123 MUNIS OBJ: 510400/510340

Grants Only (list all grants if applicable): (GRANT ALSO FUND PROJ: POL2522303-354000.00)

Grantor Name: NMDOH IGA 25.665.2011.00001.00 Awarded Amount: 818,387.10

AR Charge Code: 2230123.490180 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700003 Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

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

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

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

STATE OF NEW MEXICO
DEPARTMENT OF HEALTH
INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **DEPARTMENT OF HEALTH**, hereinafter referred to as the "Agency," and **CITY OF SANTA FE**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Agency.

WHEREAS, the Agency is the State agency and desires to engage and the contractor is willing to provide the services outlined pursuant to Article II - Scope of Work.

NOW THEREFORE, the Agency and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I. Term of Agreement

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE UPON WHICH IT IS EXECUTED BY THE AGENCY SECRETARY OR DESIGNEE. This Agreement shall terminate **June 30, 2025**, unless terminated pursuant to Article VI (Termination of Agreement), or Article XXII (Appropriations).

ARTICLE II. Scope of Work

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as "**Attachment 1 – Scope of Work**" and incorporated herein by reference, unless Attachment 1 is amended or this agreement is terminated pursuant to Article VI (Termination of Agreement), or Article XXII (Appropriations), infra. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the scope of work.

ARTICLE III. Limitation of Cost

The total amount of the monies payable to the Contractor under this Agreement shall not exceed **$818,387.10** The annual budget is attached hereto as "**Attachment 2 – Budget**" and incorporated herein by reference.

ARTICLE IV. Payment

The Agency shall make monthly payments to the Contractor for services and costs specified in **Attachment 2 - Budget**. The Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the Agency. The Contractor's failure to submit such payment vouchers, invoices, and supporting documentation within fifteen (15) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the Agency.

ARTICLE V. Return of Funds

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Agency.

ARTICLE VI. Termination of Agreement

A. Grounds. 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.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Article (VI)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

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 Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Article XXII, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency'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 AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Termination Management. Immediately upon receipt by either the Agency 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 Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency 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 Agency upon termination and shall be submitted to the Agency as soon as practicable.

ARTICLE VII. Funds Accountability

The parties shall provide for strict accountability of all monies made subject to this Agreement. The Contractor shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to the Contractor pursuant to this Agreement. The Contractor will include all monies made subject to this Agreement in the annual audit and will provide the Agency with a copy of the annual audit.

ARTICLE VIII. Maintenance of Records

The Contractor shall maintain detailed expenditure records that indicate the date, 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 Agency, the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

ARTICLE IX. Confidentiality

A. 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 Agency.

ARTICLE X. Amendments

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 Agency 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 VI herein, or to agree to the reduced funding.

ARTICLE XI. 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 Agency.

ARTICLE XII. 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 exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

ARTICLE XIII. Acquisition of Property

The parties agree that neither party shall acquire any property as the result of this Agreement, unless approved by the Agency or defined in the scope of work.

ARTICLE XIV. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

ARTICLE XV. Execution of Documents

The Agency and the Contractor agree to execute any document(s) necessary to implement the terms of this Agreement.

ARTICLE XVI. Sub-Contracts

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by the Agency Secretary or Designee. No such subcontract shall relieve the primary Contractor from any obligations and liabilities under this Agreement, nor shall subcontract obligate direct payment from the Agency. Contractor must notify subcontractors that they are subject to Article VIII - Maintenance of Records of this agreement.

ARTICLE XVII. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the 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.

ARTICLE XVIII. 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 Agency.

ARTICLE XIX. Appropriations

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, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency 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.

THIS SECTION IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

Contractor –

_____ Date: _____
Authorized Signatory

_____
Printed Title of Authorized Signatory

_____ Date: _____
Legal Counsel, Contractor, if applicable

Agency – DEPARTMENT OF HEALTH

_____ Date: _____
Secretary or Designee, DOH

_____ Date: _____
Chief Financial Officer, DOH

Approved as to legal form and sufficiency.

_____ Date: _____
Office of General Counsel, DOH

Attachment 1 – Scope of Work

The Contractor shall perform the following work:

Per CH56-HB68-2022 Violence Intervention Program Act, the Grantee, The City of Santa Fe, in collaboration with Santa Fe County, have identified the creation of a coordinated community response to community violence to include but not limited to youth violence and gun violence. This Violence Prevention Program is a Public Health approach that will aim to support, educate and engage youth that are at high risk of being perpetrators or victims of youth violence, or gun violence. Direct program participants are youth and young adults up to age 24 who are on parole, are suspected of a firearms assault, or have experienced gun violence. Intergenerational healing programs include families and caregivers of impacted youth and young adults. Youth violence interruption goals are to increase supportive services; train community-based partners in restorative justice best practices; deliver culturally responsive, trauma-informed, strengths-focused case management; and cultivate economic stability and economic justice for program participants. Violence Interruption coordinates with community partners, in a multisectoral partnership, to reimagine community safety with strong preventative measures that amplifies the voices of those impacted by gun violence.

The Violence Prevention Unit (VPU) is currently housed in the City of Santa Fe, the unit will collaborate with key community stakeholders—Santa Fe County, County and City Law Enforcement, Juvenile Probation and Parole Officers (JPPO), Public Defenders, local nonprofits (such as Gerard's House, YouthWorks and others), public and charter schools, and the District Attorney's office—to identify youth and young adults who are at the highest risk for victimization or retaliation due to their involvement in cycles of violence. By working together, these agencies will combine their expertise and data to select individuals who are most vulnerable to becoming embroiled in gun violence or aggravated assault. Funding will be sub-granted to local organizations who work with youth ages 11-24 that are involved in or at risk of being involved in gun violence.

Recognizing that certain populations, particularly those from systemically marginalized or historically underserved communities, are disproportionately impacted by gun violence and aggravated assault. Therefore, the VPU is intentional with partnering with community organizations that have deep ties to these populations, ensuring that the voices and perspectives of those directly affected by violence are heard and integrated into the development of strategies. Participants will participate in CONNECT, a coordinated care network run jointly by the City and County of Santa Fe. Spanning 60 supportive programs at local organizations, CONNECT network navigators are linked through a shared technology platform whereby they send and receive secure electronic referrals, address residents' social needs, and improve individual and community health.

A. Grantee will implement a VIP to include:
    1) clearly defined, measurable objectives of the program to improve public health and safety through evidence-based violence reduction interventions;
    2) a comprehensive violence reduction strategic plan, including consistent quality improvement and quality assurance measures, and a description of the strategies and tasks developed; describing the goals of the plan, including community-based

services or joint community-based services and law enforcement intervention strategies;

3) Per CH56-HB68-2022 Violence Intervention Program Act, Grantee is required to use at least fifty percent of its grant for the purpose of entering into agreements with one or more community-based service providers in the locally focused geographic area in which the grant funds would be used;
4) Per CH56-HB68-2022 Violence Intervention Program Act, Grantee shall report to the appropriate criminal justice coordinating council established pursuant to Section 31-28-3 NMSA 1978 regarding outcomes of the grant;
5) Per CH56-HB68-2022 Violence Intervention Program Act, a final report for FY25 is due to the NMDOH no later than November 1, 2025. At a minimum the final report shall include: (1) purpose and amount of this FY25 grant received by the grantee; and (2) processes, outputs and outcomes resulting from this FY25 grant, including relevant data as required by department rules.

THIS SECTION IS INTENTIONALLY LEFT BLANK

Attachment 2 – Budget

The total amount of this agreement shall not exceed $818,387.10.

Per diem and mileage, and other miscellaneous expenses, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

Task Description	Deliverable	Budget	Due Date
I. Project administration contract	Quarterly report of completed contractual project administration.	Not to exceed $60,000.00	I. Invoice @ $30,000.00 per quarter not to exceed quantity of 2. Quarter 1 (January, February & March). Due no later than 4/10/25 Quarter 2 (April, May & June) Due no later than 7/10/25
II. Increase gun violence detection and response infrastructure and technology through receipt of technical assistance for implementation of purchased	Proof of purchase and any technical assistance received.	Not to exceed $354,000.00	II. Invoice @ $354,000.00 upon receipt of purchase. Due no later than 7/10/25

gunshot detection technology.			
III. Community-based service provider(s) partnerships	Narrative report detailing partnerships implemented with community-based service provider(s).	Not to exceed $404,437.10	III. Invoice @ $404,437.10 not to exceed quantity of 1. Report due no later than July 10, 2025
Total Budget		**$818,387.10**	

Funding Information:
06101 General Funds

THIS SECTION IS INTENTIONALLY LEFT BLANK

DoH Grant Memo and BAR Packet

Final Audit Report 2025-04-03

Created:	2025-04-03
By:	Marcella Apodaca (maapodaca1@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAASpbWtIRVHVU8858Laz6-sAnBByCmi-Ck

"DoH Grant Memo and BAR Packet" History

Document created by Marcella Apodaca (maapodaca1@santafenm.gov)
2025-04-03 - 9:13:19 PM GMT- IP address: 63.232.20.2

Document emailed to JULIE SANCHEZ (jjsanchez@santafenm.gov) for signature
2025-04-03 - 9:16:21 PM GMT

Email viewed by JULIE SANCHEZ (jjsanchez@santafenm.gov)
2025-04-03 - 9:23:03 PM GMT- IP address: 104.47.64.254

Document e-signed by JULIE SANCHEZ (jjsanchez@santafenm.gov)
Signature Date: 2025-04-03 - 9:23:11 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov) for signature
2025-04-03 - 9:23:13 PM GMT

Email viewed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)
2025-04-03 - 9:23:47 PM GMT- IP address: 104.47.65.254

Document e-signed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)
Signature Date: 2025-04-03 - 9:23:59 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
2025-04-03 - 9:24:00 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-04-03 - 10:39:19 PM GMT- IP address: 104.47.64.254

Document declined by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Decline reason: AGAIN - the portion of the grant that's going into 2230315 expenditures needs to be matched by revenue going into org 2230315. We cannot have the $354K of revenue going into one Department/Org (2230123) and the expenditures going into a different Department (2230315). Please update the 2nd revenue line to org 2230315, OR change the expenditures so all of them are in org 2230123, the way all the revenue is going.

Powered by Adobe Acrobat Sign

2025-04-03 - 10:42:25 PM GMT- IP address: 63.232.20.2

Powered by
Adobe
Acrobat Sign

CITY OF SANTA FE

Date: March 25, 2025

To: Governing Body

Via: Regina Wheeler
Regina Wheeler (Mar 25, 2025 10:48 MDT)
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, PhD, CPM, AICP

Subject: Construction of Agua Fria-Cottonwood Intersection Improvements Project

Vendor Name: GM Emulsion

Vendor Number: 3882

ACTION:
Approval of a Construction Contract with GM Emulsion, LLC in the Total Amount of $3,314,913.68 Including NMGRT for the Construction of S100370 Agua Fria and Cottonwood Drive Intersection Improvements Project. (Romella Glorioso-Moss, Complete Streets Capital Project Manager; rsglorioso-moss@santafenm.gov)

BACKGROUND AND SUMMARY:
The bid for construction of Agua Fria and Cottonwood Drive Intersection Improvements Project was put out on July 18, 2024 via ITB# 24091. Bid opening was held digitally on September 26, 2024. Three bids were submitted but there were only two responsive bidders, of which GM Emulsion, LLC was the lowest at $3,314,913.68 including NMGRT. Souder Miller and Associates, the project's Engineer of Record recommended to award the contract to GM Emulsion, which was approved by NMDOT on October 18, 2024, as required by the grant funding for the project. Construction of this project is 100% funded by the Federal Highway Safety Improvement Program.

GM Emulsion's Scope of Work consists of, but is not limited to, the construction of a roundabout, reconstruction of concrete curb and gutter, full pavement reconstruction, permanent signing and striping, pedestrian improvements, roundabout lighting and utility relocations/adjustments as described in the Contract Documents. Construction could start as soon as the GM Emulsion's contract is approved and is expected to last for 1.5 years, depending on the weather.

ATTACHMENTS:

Construction Contract
Santa Fe Business License
Certificate of Liability Insurance
Letter of Recommendation to Award
Notice of Award

PROCUREMENT METHOD:
The procurement method is via ITB# 24091.

Chief Procurement Officer Approval: _____ **Date:** 04/04/2025
Comment/Exceptions: _____

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is TBD.
The FY25 Project ledger number is ST2433002-CONSTRUC-Fees.

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

The funding source is: NM Department of Transportation D19946
Fund Name/Number: Streets/330
Munis Org Name/Number: Streets/3309980
Munis Object Name/Number: WIP Construction/572970

If the project is grant funded? List grant award number: D19946

Grant Manager / Accounting Officer Approval: Erika Lujan
Erika Lujan (Apr 7, 2025 13:45 MDT) **Date:**
Comment/Exceptions: _____

Project Ledger #: ST2433002-CONSTRUC-Fees

Budget Officer Approval: Andy Hopkins **Date:** 04/07/2025
Comment/Exceptions: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):

☒Yes | ☐ No

 # (if known): _____

Repair or Replacement of Existing Equipment:

☐Yes | ☒ No
If yes -> ☐Repair | ☐ Replacement

Please explain: _____

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)

☒ **Yes |** ☐ **No**

Project Ledger #: ST2433002-CONSTRUC-Fees

Anticipated length of project: 1.5 years

Asset Manager Approval: Josie Bolden **Date:** 04/07/2025
Comment/Exceptions:

Department Approvals:
IT Components: ☐ **Yes |** ☒ **No**
Vehicles: ☐ **Yes |** ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes |** ☒ **No**

Approval: **Title:** **Date:**
Approval: **Title:** **Date:**
Comment & Exceptions:

Department Contract Administrator Contact Info:
Amanda Archuleta, ajarchuleta@santafenm.gov, 505-955-6631

Halona Crowe
Reviewed by Halona Crowe

Item #: _____
Munis Contract #: _____
ITB #: 24091

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 **GM Emulsion, LLC.,** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by the Contract Documents for S100370 Agua Fria and Cottonwood Drive Intersection Improvements (Bid Number 24091).

The work designated as S100370 Agua Fria and Cottonwood Drive Intersection Improvements Project consists of but is not limited to the construction of a roundabout, reconstruction of concrete curb and gutter, full pavement reconstruction, permanent signing and striping, pedestrian improvements, roundabout lighting and utility relocations/adjustments as described in the Contract Documents.

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

B. Project: S100370 Agua Fria and Cottonwood Drive Intersection Improvements

C. City Department: Public Works

D. Distribution:

City	Romella Glorioso-Moss, Complete Streets Capital Projects Manager
Contractor	Gabriel Martinez, GM Emulsion, LLC.

Engineers Carlos Romo, PE, Souder Miller and Associates
Matthew Nighbert, PE, Souder Miller and Associates
Christopher Perea, PE, Wilson and Co., Inc.

2. **Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed **Three Million Sixty-Four Thousand Forty-Five Dollars** ($3,064,045.00) based upon deliverables for progress payments, such compensation not to exceed ($3,064,045.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

Base Bid	$ 3,064,045.00
Gross Receipts Tax (8.1875%)	$ 250,868.68
Base Bid plus NMGRT	$ 3,314,913.68

The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed $3,314,913.68. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

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

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

D. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the

sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

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

3. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **two (2) years from date of final signature**. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

4. Termination

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

B. Notice; City Opportunity to Cure.

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

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

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

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

5. Appropriations

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

6. Status of Contractor

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

7. Construction Contract Performance and Payment Bond

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

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

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

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

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

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

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

14. Amendment

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

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

15. Change Orders

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

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

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

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

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

16. Merger

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

All terms and conditions of the ITB#24091 Construction of Agua Fria and Cottonwood Drive Intersection Improvements and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

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

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

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

20. Workers Compensation

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

21. Other Insurance

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

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

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

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

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

22. Records and Financial Audit

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

23. Indemnification

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

24. New Mexico Tort Claims Act

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

25. Invalid Term or Condition

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

26. Enforcement of Contract

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

27. Notices

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

To the City: Regina Wheeler, Public Works Department, City of Santa Fe, P.O. Box 909, Santa Fe, NM 87504-0909, rawheeler@santafenm.gov.

To the Contractor: Gabriel Martinez, GM Emulsion, LLC., 3935 Agua Fria Street, Santa Fe, NM 87507, gabriel@gmemulson.com.

28. Authority

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

29. Progress Payments

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

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

30. 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.

31. 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.

32. 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.

33. General and Special Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

Gabriel Martinez (Dec 16, 2024 13:25 MST)
GABRIEL MARTINEZ, OWNER

DATE: Dec 16, 2024

NMBTIN#: _____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Dec 16, 2024 15:21 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster 04/09/2025
EMILY OSTER, FINANCE DIRECTOR

GM_Emulsion_Construction_Contract S100370 Agua Fria-final CAO

Final Audit Report 2024-12-16

Created:	2024-12-16
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHIIAAYRYkXDbBQcPVLfYtmKtRClmWEme

"GM_Emulsion_Construction_Contract S100370 Agua Fria-final CAO" History

Document created by Amy Cawthon (amcawthon@santafenm.gov)
2024-12-16 - 6:30:34 PM GMT- IP address: 63.232.20.2

Document emailed to Gabriel Martinez (gabriel@gmemulsion.com) for signature
2024-12-16 - 6:31:27 PM GMT

Email viewed by Gabriel Martinez (gabriel@gmemulsion.com)
2024-12-16 - 6:37:05 PM GMT- IP address: 104.28.48.218

Document e-signed by Gabriel Martinez (gabriel@gmemulsion.com)
Signature Date: 2024-12-16 - 8:25:58 PM GMT - Time Source: server- IP address: 104.28.48.90

Document emailed to klnault@santafenm.gov for signature
2024-12-16 - 8:25:59 PM GMT

Email viewed by klnault@santafenm.gov
2024-12-16 - 10:21:18 PM GMT- IP address: 104.47.65.254

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2024-12-16 - 10:21:44 PM GMT- IP address: 63.232.20.2

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2024-12-16 - 10:21:46 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-12-16 - 10:21:46 PM GMT

Powered by Adobe Acrobat Sign

NOTICE OF AWARD/WORK ORDER

TO: **DATE:** **11/14/2024**

Gabriel Martinez, Owner
Name

GM Emulsion, LLC
Address

5935 Agua Fria Street, Santa Fe, NM 87507
City

FROM: City of Santa Fe

PROJECT NO.		**CONTRACT NO.**	**D19946**
CONTROL NO.	S100370	**VENDOR NO.**	**3882**

SCOPE OF WORK (Including Routes and Termini): To construct the Agua Fria - Cottonwood Roundabout project.

The OWNER at the recommendation of Carlos Romo, PE of Souder Miller and Associates, the project's Engineer of Record (Exhibit A) and concurred by NMDOT TLPA Region Coordinator Kristina Quintana has considered the BID you submitted for the above project. You are hereby notified that your Bid has been accepted.

You are required to return an acknowledged copy of this NOTICE OF AWARD/WORK ORDER to the owner. *(The following information must be included on all invoicing, PROJECT NO.; CONTRACT NO.; CONTROL NO.; and VENDOR NO.).*

Starting date (on or before): 03/01/2025 Completion date (on or before): TBD as soon as your contract with the City has been approved.

By: Romella Glorioso-Moss Date: 11/14/2024
Name (Print Name)

Romella Glorioso-Moss
Signature

Capital Projects Manager - Complete Streets
Title

ACCEPTANCE OF NOTICE *(Contractor or Road Superintendent)*
Receipt of the above NOTICE OF AWARD/WORK ORDER is hereby acknowledged,

By: _____ Date: _____
GABRIEL MARTINEZ

Title: Owner

October 18, 2024

Romella Glorioso-Moss, PhD, CMP, AICP
Capital Projects Manager
City of Santa Fe – Public Works
Via email: rsglorioso-moss@santafenm.gov

RE: Agua Fria and Cottonwood Drive Intersection Improvements Project
Bid Award Recommendation
NMDOT CN: S100370

Dear Ms. Glorioso-Moss,
The Bid opening for the above referenced project was held on September 26th, 2024, via a virtual meeting.

Three construction bids were received on or before the bid opening deadline on September 24th, 2024. The bid openings were read aloud, and notification was provided that the bids and bid documents would be reviewed and an award recommendation would be provided to the City of Santa Fe. The three bidders were GM Emulsion LLC, Star Paving Company, and Hasse Contracting Company.

Table 1: Project Total Analysis

Bidder	Project Total (Excludes NM Gross Receipts Taxes)
GM Emulsion LLC	$3,064,045.00
Star Paving Company	$2,527,868.35
Hasse Contracting Co., Inc.	$3,252,661.00*

*Mathematical error in bid

Star Paving Company is the low bidder, however, they did not provide the "full and complete Contract Book" as stated on Page 18 of the Contract Book. Souder, Miller and Associates (SMA) is recommending the award of the construction contract to the next lowest bidder, GM Emulsion LLC. They met the criteria for submission (see **Table 2** Bid Opening Checklist) and are the second lowest bidder.

Bid Analysis
All bids were reviewed for mathematical errors and price markups using Microsoft Excel.

To analyze for mathematical errors, the bid quantities and unit prices were multiplied and compared against the contractor's published amount. Hasse Contracting Co. Inc. bid showed errors in Bid Item 55 (Item No. 704719 – Hot Thermoplastic Pavement Marking Thru Arrow) and Bid Item 67 (Item No. 67 – Single Conductor 2) which caused their published bid to be $20.00

Scope & Fee Proposal © 2024 – Souder, Miller & Associates

lower than the bid price evaluated in Excel. No errors were found in GM Emulsion LLC or Star Paving Company bids.

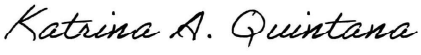
The bids were also reviewed for abnormally high unit prices or price markups. Each unit price was evaluated to determine the lowest unit price. Once the lowest unit price from each of the three bidders was determined, it was compared against the contractor's actual unit price. Unit prices greater than 50% of the lowest unit price were given a conditional statement in Excel and highlighted in red. The analysis for each bidder is shown on **Table 4** thru **Table 6**.

GM Emulsions had approximately 27 items greater than 50% of the lowest unit price bid. The majority of the major bid items related to the roadway construction are within an acceptable range when compared to the Engineer's unit price estimate.

Sincerely,
Miller Engineers, Inc. d/b/a SOUDER, MILLER & ASSOCIATES



Carlos D. Romo, P.E.
Project Engineer
Transportation Technical Sector
Attachments: None
cc: Project file (SMA# 7224504)



NMDOT Concurrence
Katrina Quintana
TLPA Region Coordinator
North Region Design

Scope & Fee Proposal © 2024 – Souder, Miller & Associates

Table 2: Bid Opening Checklist

	GM Emulsion LLC.	Star Paving Company	Hasse Contracting Co. LLC
Bid Received by Deadline	X	X	X
Full and Complete Contract Book	X		X
Affidavit of Bidder	X	X	X
Bid Form	X	X	X
Bid Guarantee	X	X	X
Bid Schedule	X	X	X
Non-Debarment Certification	X	X	X
Subcontractor Fair Practices Act	X	X	X
DBE Goal Form A-585	X	X	X
Bidders List of Quoters for DBE Program	X	X	X

Scope & Fee Proposal © 2024 – Souder, Miller & Associates

Table 3: GM Emulsion LLC Unit Price Bid Comparison vs. Low Bid Unit Price

ITEM	BID ITEM NO.	ITEM DESCRIPTION	UNIT	EST QTY	UNIT PRICE2	% DIFFERENCE (LOW BID VS. CONTRACTOR COST)	Low Bid Unit Price
1	201000	CLEARING AND GRUBBING	LS	1	$30,000.00	0%	$30,000.00
2	203000	UNCLASSIFIED EXCAVATION	C.Y.	1915	$20.00	0%	$20.00
3	203100	BORROW	C.Y.	25	$25.00	0%	$25.00
4	203211	UNSTABLE SUBGRADE STABILIZATION	S.Y.	350	$50.00	67%	$30.00
5	207000	SUBGRADE PREPARATION	S.Y.	3200	$4.50	0%	$4.50
6	303160	BASE COURSE 6"	S.Y.	3500	$24.00	100%	$12.00
7	405000	DETOUR PAVEMENT CONSTRUCTION	S.Y.	100	$250.00	92%	$130.00
8	407000	ASPHALT MATERIAL FOR TACK COAT	TON	2	$1,500.00	25%	$1,200.00
9	408100	PRIME COAT MATERIAL	TON	7	$1,500.00	25%	$1,200.00
10	416107	MINOR PAVING TYPE I, HMA SP-IV	S.Y.	3300	$60.00	50%	$40.00
11	450060	CONCRETE PAVEMENT-6"	S.Y.	22	$250.00	25%	$200.00
12	451080	CONCRETE PAVEMENT-8"	S.Y.	160	$300.00	20%	$250.00
13	502030	DRILLED SHAFT FOUNDATION 30" DIAMETER	L.F.	66	$1,250.00	14%	$1,100.00
14	511000	STRUCTURAL CONCRETE, CLASS A	C.Y.	0.5	$1,760.00	0%	$1,760.00
15	515000	REINF.CONCRETE FOR MINOR STRUCTURES	C.Y.	4	$2,250.00	2%	$2,200.00
16	540060	REINFORCING BARS GRADE 60	LB	2150	$5.00	0%	$5.00
17	541200	STRUCTURAL STEEL FOR MISCELLANEOUS STRUCTURES	LB	215	$10.00	67%	$6.00
18	601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	$120,000.00	9%	$110,000.00
19	601110	REMOVAL OF SURFACING	S.Y.	4000	$10.00	25%	$8.00
20	603100	TEMPORARY SOIL STABILANT	ACRE	0.75	$5,000.00	137%	$2,110.00
21	603262	COMPOSTED MULCH SOCKS	L.F.	65	$10.00	0%	$10.00
22	603281	SWPPP PLAN PREPARATION AND MAINTENANCE	LS	1	$50,000.00	1329%	$3,500.00
23	607079	PEDESTRIAN/BICYCLE RAILING	L.F.	50	$350.00	15%	$305.00
24	608004	CONCRETE SIDEWALK 4"	S.Y.	962	$150.00	0%	$150.00
25	608106	DRIVE PAD 6"	S.Y.	163	$165.00	0%	$165.00
26	608404	CONCRETE MEDIAN PAVEMENT 4" (COLORED AND PATTERNED)	S.Y.	660	$175.00	3%	$170.00
27	609324	CONCRETE SLOPED CURB AND GUTTER 6" X 24"	L.F.	1230	$52.00	0%	$52.00
28	609424	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6" X 24"	L.F.	2050	$52.00	0%	$52.00
29	617000	VIBRATION MONITORING	LS	1	$20,000.00	0%	$20,000.00
30	617003	VIDEO RECORDING	LS	1	$25,000.00	400%	$5,000.00
31	618000	TRAFFIC CONTROL MANAGEMENT	LS	1	$225,000.00	13%	$200,000.00
32	618011	PUBLIC AWARENESS	LS	1	$25,000.00	60%	$15,645.00
33	621000	MOBILIZATION	LS	1	$300,000.00	0%	$300,000.00
34	632000	CLASS A SEEDING	ACRE	0.6	$25,000.00	51%	$16,600.00
35	662400	MANHOLE ADJUSTMENT	EACH	7	$2,500.00	14%	$2,200.00

ITEM	BID ITEM NO.	ITEM DESCRIPTION	UNIT	EST QTY	UNIT PRICE2	% DIFFERENCE (LOW BID VS. CONTRACTOR COST)	Low Bid Unit Price
36	663049	PRECONSTRUCTION UTILITY SURVEY	LS	1	$50,000.00	14%	$44,000.00
37	663105	REMOVE AND RESET EXISTING FIRE HYDRANT	EACH	1	$5,000.00	0%	$5,000.00
38	663855	ADJUST VALVE BOX TO GRADE	EACH	4	$2,500.00	150%	$1,000.00
39	667110	MAIL BOX INSTALLATION-SINGLE	EACH	3	$5,000.00	400%	$1,000.00
40	701000	PANEL SIGNS	S.F.	240	$85.00	127%	$37.50
41	701100	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	L.F.	380	$100.00	285%	$26.00
42	702610	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	7	$25,000.00	145%	$10,200.00
43	702710	MOBILE TRAFFIC SIGNAL SYSTEM	EACH	1	$43,500.00	14%	$38,300.00
44	702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS	1	$150,000.00	150%	$60,000.00
45	702811	TRAFFIC CONTROL DEVICES FOR PEDESTRIAN AND BICYCLIST	LS	1	$150,000.00	147%	$60,700.00
46	704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	10230	$1.00	49%	$0.67
47	704004	RETROREFLECTORIZED PAINTED MARKINGS 12"	L.F.	380	$10.00	15%	$8.70
48	704099	TEMPORARY RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	3200	$1.00	233%	$0.30
49	704100	REMOVABLE MARKING TAPE 4"	L.F.	500	$5.00	72%	$2.90
50	704101	TEMPORARY WORD OR SYMBOL	EACH	4	$110.00	12%	$98.00
51	704104	REMOVABLE MARKING TAPE 12"	L.F.	20	$20.00	16%	$17.25
52	704704	HOT THERMOPLASTIC PAVEMENT MARKING 24"	L.F.	240	$25.00	25%	$20.00
53	704716	HOT THERMOPLASTIC PAVEMENT MARKING COMBINATION (THRU AND LEFT) ARROW	EACH	4	$400.00	12%	$357.00
54	704718	HOT THERMOPLASTIC PAVEMENT MARKING LEFT ARROW	EACH	2	$300.00	16%	$259.00
55	704719	HOT THERMOPLASTIC PAVEMENT MARKING THRU ARROW	EACH	2	$285.00	15%	$247.00
56	704720	HOT THERMOPLASTIC PAVEMENT MARKING WORD (ONLY)	EACH	1	$495.00	15%	$431.00
57	704728	HOT THERMOPLASTIC PAVEMENT MARKING YIELD LINE	L.F.	40	$60.00	14%	$52.50
58	704738	HOT THERMOPLASTIC PAVEMENT MARKING WORD (YIELD)	EACH	3	$475.00	13%	$420.00
59	705000	SIGNAL/LIGHTING SYSTEM START-UP COSTS	ALLOW	ALLOW	$200,000.00	7280%	$2,710.00
60	706110	SERVICE RISER (LIGHTING)	EACH	1	$6,660.00	113%	$3,122.00
61	706210	METER PEDESTAL (LIGHTING)	EACH	1	$14,550.00	191%	$5,000.00
62	706420	LIGHTING CONTROL CABINET-TWO CIRCUIT	EACH	1	$14,050.00	38%	$10,184.00
63	707530	TYPE V STANDARD, 30'	EACH	11	$7,450.00	7%	$6,958.00
64	709020	RIGID ELECTRICAL CONDUIT 2" (DIA.)	L.F.	1510	$32.00	0%	$32.00
65	709030	RIGID ELECTRICAL CONDUIT 3" (DIA.)	L.F.	40	$37.00	0%	$37.00
66	710000	ELECTRICAL PULL BOX (STANDARD)	EACH	7	$1,900.00	20%	$1,580.00
67	711102	SINGLE CONDUCTOR 2	L.F.	2680	$6.00	0%	$6.00
68	711230	SINGLE CONDUCTOR 3/0	L.F.	130	$11.50	0%	$11.50
69	716701	LED ROADWAY LUMINAIRE	EACH	11	$1,190.00	46%	$813.00
70	721000	REMOVAL OF PAVEMENT MARKING	L.F.	300	$2.50	39%	$1.80
71	801000	CONSTRUCTION STAKING BY THE CONTRACTOR	LS	1	$50,000.00	36%	$36,640.00
72	802000	POST CONSTRUCTION PLANS	LS	1	$15,000.00	150%	$6,000.00

Table 4: Star Paving Company Unit Price Bid Comparison vs. Low Bid Unit Price

EM	BID ITEM NO.	ITEM DESCRIPTION	UNIT	EST QTY	UNIT PRICE	% DIFFERENCE (LOW BID VS. CONTRACTOR COST)	Low Bi
1	201000	CLEARING AND GRUBBING	LS	1	$40,000.00	25%	$30,000
2	203000	UNCLASSIFIED EXCAVATION	C.Y.	1915	$50.00	60%	$20.0
3	203100	BORROW	C.Y.	25	$80.00	69%	$25.0
4	203211	UNSTABLE SUBGRADE STABILIZATION	S.Y.	350	$30.00	0%	$30.0
5	207000	SUBGRADE PREPARATION	S.Y.	3200	$8.00	44%	$4.50
6	303160	BASE COURSE 6"	S.Y.	3500	$12.00	0%	$12.0
7	405000	DETOUR PAVEMENT CONSTRUCTION	S.Y.	100	$130.00	0%	$130.0
8	407000	ASPHALT MATERIAL FOR TACK COAT	TON	2	$1,200.00	0%	$1,200.
9	408100	PRIME COAT MATERIAL	TON	7	$1,200.00	0%	$1,200.
10	416107	MINOR PAVING TYPE I, HMA SP-IV	S.Y.	3300	$40.00	0%	$40.0
11	450060	CONCRETE PAVEMENT-6"	S.Y.	22	$200.00	0%	$200.0
12	451080	CONCRETE PAVEMENT-8"	S.Y.	160	$250.00	0%	$250.0
13	502030	DRILLED SHAFT FOUNDATION 30" DIAMETER	L.F.	66	$1,100.00	0%	$1,100.
14	511000	STRUCTURAL CONCRETE, CLASS A	C.Y.	0.5	$4,000.00	56%	$1,760.
15	515000	REINF.CONCRETE FOR MINOR STRUCTURES	C.Y.	4	$2,200.00	0%	$2,200.
16	540060	REINFORCING BARS GRADE 60	LB	2150	$5.30	6%	$5.00
17	541200	STRUCTURAL STEEL FOR MISCELLANEOUS STRUCTURES	LB	215	$6.00	0%	$6.00
18	601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	$110,000.00	0%	$110,000
19	601110	REMOVAL OF SURFACING	S.Y.	4000	$8.00	0%	$8.00
20	603100	TEMPORARY SOIL STABILANT	ACRE	0.75	$3,775.00	44%	$2,110.
21	603262	COMPOSTED MULCH SOCKS	L.F.	65	$12.00	17%	$10.0
22	603281	SWPPP PLAN PREPARATION AND MAINTENANCE	LS	1	$3,500.00	0%	$3,500.
23	607079	PEDESTRIAN/BICYCLE RAILING	L.F.	50	$315.00	3%	$305.0
24	608004	CONCRETE SIDEWALK 4"	S.Y.	962	$160.00	6%	$150.0
25	608106	DRIVE PAD 6"	S.Y.	163	$200.00	18%	$165.0
26	608404	CONCRETE MEDIAN PAVEMENT 4" (COLORED AND PATTERNED)	S.Y.	660	$180.00	6%	$170.0
27	609324	CONCRETE SLOPED CURB AND GUTTER 6" X 24"	L.F.	1230	$70.00	26%	$52.0
28	609424	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6" X 24"	L.F.	2050	$70.00	26%	$52.0
29	617000	VIBRATION MONITORING	LS	1	$100,000.00	80%	$20,000
30	617003	VIDEO RECORDING	LS	1	$5,000.00	0%	$5,000.
31	618000	TRAFFIC CONTROL MANAGEMENT	LS	1	$200,000.00	0%	$200,000
32	618011	PUBLIC AWARENESS	LS	1	$30,000.00	48%	$15,645
33	621000	MOBILIZATION	LS	1	$300,000.00	0%	$300,000
34	632000	CLASS A SEEDING	ACRE	0.6	$16,600.00	0%	$16,600
35	662400	MANHOLE ADJUSTMENT	EACH	7	$2,200.00	0%	$2,200.
36	663049	PRECONSTRUCTION UTILITY SURVEY	LS	1	$50,000.00	12%	$44,000

EM	BID ITEM NO.	ITEM DESCRIPTION	UNIT	EST QTY	UNIT PRICE	% DIFFERENCE (LOW BID VS. CONTRACTOR COST)	Low Bi
37	663105	REMOVE AND RESET EXISTING FIRE HYDRANT	EACH	1	$6,000.00	17%	$5,000.
38	663855	ADJUST VALVE BOX TO GRADE	EACH	4	$1,000.00	0%	$1,000.
39	667110	MAIL BOX INSTALLATION-SINGLE	EACH	3	$1,000.00	0%	$1,000.
40	701000	PANEL SIGNS	S.F.	240	$37.50	0%	$37.5
41	701100	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	L.F.	380	$26.00	0%	$26.0
42	702610	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	7	$11,000.00	7%	$10,200
43	702710	MOBILE TRAFFIC SIGNAL SYSTEM	EACH	1	$38,300.00	0%	$38,300
44	702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS	1	$60,000.00	0%	$60,000
45	702811	TRAFFIC CONTROL DEVICES FOR PEDESTRIAN AND BICYCLIST	LS	1	$120,000.00	49%	$60,700
46	704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	10230	$0.67	0%	$0.67
47	704004	RETROREFLECTORIZED PAINTED MARKINGS 12"	L.F.	380	$8.70	0%	$8.70
48	704099	TEMPORARY RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	3200	$0.30	0%	$0.30
49	704100	REMOVABLE MARKING TAPE 4"	L.F.	500	$2.90	0%	$2.90
50	704101	TEMPORARY WORD OR SYMBOL	EACH	4	$98.00	0%	$98.0
51	704104	REMOVABLE MARKING TAPE 12"	L.F.	20	$17.25	0%	$17.2
52	704704	HOT THERMOPLASTIC PAVEMENT MARKING 24"	L.F.	240	$20.00	0%	$20.0
53	704716	HOT THERMOPLASTIC PAVEMENT MARKING COMBINATION (THRU AND LEFT) ARROW	EACH	4	$357.00	0%	$357.0
54	704718	HOT THERMOPLASTIC PAVEMENT MARKING LEFT ARROW	EACH	2	$259.00	0%	$259.0
55	704719	HOT THERMOPLASTIC PAVEMENT MARKING THRU ARROW	EACH	2	$247.00	0%	$247.0
56	704720	HOT THERMOPLASTIC PAVEMENT MARKING WORD (ONLY)	EACH	1	$431.00	0%	$431.0
57	704728	HOT THERMOPLASTIC PAVEMENT MARKING YIELD LINE	L.F.	40	$52.50	0%	$52.5
58	704738	HOT THERMOPLASTIC PAVEMENT MARKING WORD (YIELD)	EACH	3	$420.00	0%	$420.0
59	705000	SIGNAL/LIGHTING SYSTEM START-UP COSTS	ALOW	ALLOW	$20,000.00	86%	$2,710.

Table 5: Hasse Contracting Co. Inc. Unit Price Bid Comparison vs. Low Bid Unit Price

EM	BID ITEM NO.	ITEM DESCRIPTION	UNIT	EST QTY	UNIT PRICE	% DIFFERENCE (LOW BID VS. CONTRACTOR COST)	UNIT PR LOW BI
1	201000	CLEARING AND GRUBBING	LS	1	$44,235.00	47%	$30,00
2	203000	UNCLASSIFIED EXCAVATION	C.Y.	1915	$22.00	10%	$2
3	203100	BORROW	C.Y.	25	$91.00	264%	$2
4	203211	UNSTABLE SUBGRADE STABILIZATION	S.Y.	350	$53.00	77%	$3
5	207000	SUBGRADE PREPARATION	S.Y.	3200	$23.00	411%	$
6	303160	BASE COURSE 6"	S.Y.	3500	$23.00	92%	$1
7	405000	DETOUR PAVEMENT CONSTRUCTION	S.Y.	100	$890.00	585%	$13
8	407000	ASPHALT MATERIAL FOR TACK COAT	TON	2	$4,205.00	250%	$1,20
9	408100	PRIME COAT MATERIAL	TON	7	$1,875.00	56%	$1,20
10	416107	MINOR PAVING TYPE I, HMA SP-IV	S.Y.	3300	$68.00	70%	$4
11	450060	CONCRETE PAVEMENT-6"	S.Y.	22	$845.00	323%	$20
12	451080	CONCRETE PAVEMENT-8"	S.Y.	160	$480.00	92%	$25
13	502030	DRILLED SHAFT FOUNDATION 30" DIAMETER	L.F.	66	$1,120.00	2%	$1,10
14	511000	STRUCTURAL CONCRETE, CLASS A	C.Y.	0.5	$5,875.00	234%	$1,76
15	515000	REINF.CONCRETE FOR MINOR STRUCTURES	C.Y.	4	$3,465.00	58%	$2,20
16	540060	REINFORCING BARS GRADE 60	LB	2150	$5.45	9%	$
17	541200	STRUCTURAL STEEL FOR MISCELLANEOUS STRUCTURES	LB	215	$24.00	300%	$
18	601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	$365,550.00	232%	$110,00
19	601110	REMOVAL OF SURFACING	S.Y.	4000	$13.65	71%	$
20	603100	TEMPORARY SOIL STABILANT	ACRE	0.75	$2,110.00	0%	$2,11
21	603262	COMPOSTED MULCH SOCKS	L.F.	65	$18.20	82%	$1
22	603281	SWPPP PLAN PREPARATION AND MAINTENANCE	LS	1	$33,400.00	854%	$3,50
23	607079	PEDESTRIAN/BICYCLE RAILING	L.F.	50	$305.00	0%	$30
24	608004	CONCRETE SIDEWALK 4"	S.Y.	962	$173.00	15%	$15
25	608106	DRIVE PAD 6"	S.Y.	163	$300.00	82%	$16
26	608404	CONCRETE MEDIAN PAVEMENT 4" (COLORED AND PATTERNED)	S.Y.	660	$170.00	0%	$17
27	609324	CONCRETE SLOPED CURB AND GUTTER 6" X 24"	L.F.	1230	$63.50	22%	$5
28	609424	CONCRETE VERTICAL CURB AND GUTTER TYPE B 6" X 24"	L.F.	2050	$56.00	8%	$5
29	617000	VIBRATION MONITORING	LS	1	$23,865.00	19%	$20,00
30	617003	VIDEO RECORDING	LS	1	$36,490.00	630%	$5,00
31	618000	TRAFFIC CONTROL MANAGEMENT	LS	1	$215,925.00	8%	$200,00
32	618011	PUBLIC AWARENESS	LS	1	$15,645.00	0%	$15,64
33	621000	MOBILIZATION	LS	1	$348,000.00	16%	$300,00
34	632000	CLASS A SEEDING	ACRE	0.6	$75,000.00	352%	$16,60
35	662400	MANHOLE ADJUSTMENT	EACH	7	$3,000.00	36%	$2,20
36	663049	PRECONSTRUCTION UTILITY SURVEY	LS	1	$44,000.00	0%	$44,00
37	663105	REMOVE AND RESET EXISTING FIRE HYDRANT	EACH	1	$13,215.00	164%	$5,00

EM	BID ITEM NO.	ITEM DESCRIPTION	UNIT	EST QTY	UNIT PRICE	% DIFFERENCE (LOW BID VS. CONTRACTOR COST)	UNIT PR LOW BI
38	663855	ADJUST VALVE BOX TO GRADE	EACH	4	$3,000.00	200%	$1,00
39	667110	MAIL BOX INSTALLATION-SINGLE	EACH	3	$1,175.00	18%	$1,00
40	701000	PANEL SIGNS	S.F.	240	$40.00	7%	$3
41	701100	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	L.F.	380	$27.00	4%	$2
42	702610	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	7	$10,200.00	0%	$10,20
43	702710	MOBILE TRAFFIC SIGNAL SYSTEM	EACH	1	$66,750.00	74%	$38,30
44	702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION	LS	1	$100,000.00	67%	$60,00
45	702811	TRAFFIC CONTROL DEVICES FOR PEDESTRIAN AND BICYCLIST	LS	1	$60,700.00	0%	$60,70
46	704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	10230	$1.65	146%	$
47	704004	RETROREFLECTORIZED PAINTED MARKINGS 12"	L.F.	380	$9.00	3%	$
48	704099	TEMPORARY RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	3200	$6.00	1900%	$
49	704100	REMOVABLE MARKING TAPE 4"	L.F.	500	$6.00	107%	$
50	704101	TEMPORARY WORD OR SYMBOL	EACH	4	$100.00	2%	$9
51	704104	REMOVABLE MARKING TAPE 12"	L.F.	20	$23.00	33%	$1
52	704704	HOT THERMOPLASTIC PAVEMENT MARKING 24"	L.F.	240	$21.00	5%	$2
53	704716	HOT THERMOPLASTIC PAVEMENT MARKING COMBINATION (THRU AND LEFT) ARROW	EACH	4	$365.00	2%	$35
54	704718	HOT THERMOPLASTIC PAVEMENT MARKING LEFT ARROW	EACH	2	$265.00	2%	$25
55	704719	HOT THERMOPLASTIC PAVEMENT MARKING THRU ARROW	EACH	2	$265.00	7%	$24
56	704720	HOT THERMOPLASTIC PAVEMENT MARKING WORD (ONLY)	EACH	1	$440.00	2%	$43
57	704728	HOT THERMOPLASTIC PAVEMENT MARKING YIELD LINE	L.F.	40	$53.00	1%	$5
58	704738	HOT THERMOPLASTIC PAVEMENT MARKING WORD (YIELD)	EACH	3	$430.00	2%	$42
59	705000	SIGNAL/LIGHTING SYSTEM START-UP COSTS	ALOW	ALLOW	$2,710.00	0%	$2,71
60	706110	SERVICE RISER (LIGHTING)	EACH	1	$3,185.00	2%	$3,12
61	706210	METER PEDESTAL (LIGHTING)	EACH	1	$13,145.00	163%	$5,00
62	706420	LIGHTING CONTROL CABINET-TWO CIRCUIT	EACH	1	$10,400.00	2%	$10,18
63	707530	TYPE V STANDARD, 30'	EACH	11	$8,400.00	21%	$6,95
64	709020	RIGID ELECTRICAL CONDUIT 2" (DIA.)	L.F.	1510	$35.00	9%	$3
65	709030	RIGID ELECTRICAL CONDUIT 3" (DIA.)	L.F.	40	$40.00	8%	$3
66	710000	ELECTRICAL PULL BOX (STANDARD)	EACH	7	$1,620.00	3%	$1,58
67	711102	SINGLE CONDUCTOR 2	L.F.	2680	$7.00	17%	$
68	711230	SINGLE CONDUCTOR 3/0	L.F.	130	$12.00	4%	$1
69	716701	LED ROADWAY LUMINAIRE	EACH	11	$830.00	2%	$81
70	721000	REMOVAL OF PAVEMENT MARKING	L.F.	300	$13.50	650%	$
71	801000	CONSTRUCTION STAKING BY THE CONTRACTOR	LS	1	$82,200.00	124%	$36,64
72	802000	POST CONSTRUCTION PLANS	LS	1	$6,000.00	0%	$6,00

			ENGINEER'S ESTIMATE	ENGINEER'S ESTIMATE	Appaerent Lowest Bid		Appaerent 2nd Lowest Bid	
					Star Paving Company		GM Emulsion LLC	
ITEM DESCRIPTION	UNIT	EST QTY	UNIT PRICE	AMOUNT	UNIT PRICE2	AMOUNT2	UNIT PRICE3	AMOUNT3
EARING AND GRUBBING	LS	1	$12,000.00	$12,000.00	$40,000.00	$40,000.00	$30,000.00	$30,000.00
CLASSIFIED EXCAVATION	C.Y.	1915	$55.00	$105,325.00	$50.00	$95,750.00	$20.00	$38,300.00
RROW	C.Y.	25	$100.00	$2,500.00	$80.00	$2,000.00	$25.00	$625.00
STABLE SUBGRADE STABILIZATION	S.Y.	350	$50.00	$17,500.00	$30.00	$10,500.00	$50.00	$17,500.00
BGRADE PREPARATION	S.Y.	3200	$8.00	$25,600.00	$8.00	$25,600.00	$4.50	$14,400.00
SE COURSE 6"	S.Y.	3500	$15.00	$52,500.00	$12.00	$42,000.00	$24.00	$84,000.00
TOUR PAVEMENT CONSTRUCTION	S.Y.	100	$100.00	$10,000.00	$130.00	$13,000.00	$250.00	$25,000.00
PHALT MATERIAL FOR TACK COAT	TON	2	$3,500.00	$7,000.00	$1,200.00	$2,400.00	$1,500.00	$3,000.00
ME COAT MATERIAL	TON	7	$1,500.00	$10,500.00	$1,200.00	$8,400.00	$1,500.00	$10,500.00
OR PAVING TYPE I, HMA SP-IV	S.Y.	3300	$75.00	$247,500.00	$40.00	$132,000.00	$60.00	$198,000.00
NCRETE PAVEMENT-6"	S.Y.	22	$345.00	$7,590.00	$200.00	$4,400.00	$250.00	$5,500.00
NCRETE PAVEMENT-8"	S.Y.	160	$375.00	$60,000.00	$250.00	$40,000.00	$300.00	$48,000.00
LLED SHAFT FOUNDATION 30" METER	L.F.	66	$350.00	$23,100.00	$1,100.00	$72,600.00	$1,250.00	$82,500.00
UCTURAL CONCRETE, CLASS A	C.Y.	0.5	$2,000.00	$1,000.00	$4,000.00	$2,000.00	$1,760.00	$880.00
NF.CONCRETE FOR MINOR UCTURES	C.Y.	4	$1,600.00	$6,400.00	$2,200.00	$8,800.00	$2,250.00	$9,000.00
NFORCING BARS GRADE 60	LB	2150	$4.00	$8,600.00	$5.30	$11,395.00	$5.00	$10,750.00
UCTURAL STEEL FOR MISCELLANEOUS UCTURES	LB	215	$30.00	$6,450.00	$6.00	$1,290.00	$10.00	$2,150.00
MOVAL OF STRUCTURES AND STRUCTIONS	LS	1	$20,000.00	$20,000.00	$110,000.00	$110,000.00	$120,000.00	$120,000.00
MOVAL OF SURFACING	S.Y.	4000	$18.00	$72,000.00	$8.00	$32,000.00	$10.00	$40,000.00
MPORARY SOIL STABILANT	ACRE	0.75	$2,000.00	$1,500.00	$3,775.00	$2,831.25	$5,000.00	$3,750.00
MPOSTED MULCH SOCKS	L.F.	65	$15.00	$975.00	$12.00	$780.00	$10.00	$650.00
PPP PLAN PREPARATION AND NTENANCE	LS	1	$15,000.00	$15,000.00	$3,500.00	$3,500.00	$50,000.00	$50,000.00
DESTRIAN/BICYCLE RAILING	L.F.	50	$220.00	$11,000.00	$315.00	$15,750.00	$350.00	$17,500.00
NCRETE SIDEWALK 4"	S.Y.	962	$200.00	$192,400.00	$160.00	$153,920.00	$150.00	$144,300.00
VE PAD 6"	S.Y.	163	$250.00	$40,750.00	$200.00	$32,600.00	$165.00	$26,895.00
NCRETE MEDIAN PAVEMENT 4" OLORED AND PATTERNED)	S.Y.	660	$150.00	$99,000.00	$180.00	$118,800.00	$175.00	$115,500.00
NCRETE SLOPED CURB AND GUTTER 6" 4"	L.F.	1230	$65.00	$79,950.00	$70.00	$86,100.00	$52.00	$63,960.00
NCRETE VERTICAL CURB AND GUTTER E B'6" X 24"	L.F.	2050	$70.00	$143,500.00	$70.00	$143,500.00	$52.00	$106,600.00
RATION MONITORING	LS	1	$8,000.00	$8,000.00	$100,000.00	$100,000.00	$20,000.00	$20,000.00
EO RECORDING	LS	1	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$25,000.00	$25,000.00
FFIC CONTROL MANAGEMENT	LS	1	$25,000.00	$25,000.00	$200,000.00	$200,000.00	$225,000.00	$225,000.00

			ENGINEER'S ESTIMATE	ENGINEER'S ESTIMATE	Appaerent Lowest Bid		Appaerent 2nd Lowest Bid	
					Star Paving Company		GM Emulsion LLC	
ITEM DESCRIPTION	UNIT	EST QTY	UNIT PRICE	AMOUNT	UNIT PRICE2	AMOUNT2	UNIT PRICE3	AMOUNT3
BLIC AWARENESS	LS	1	$15,000.00	$15,000.00	$30,000.00	$30,000.00	$25,000.00	$25,000.00
BILIZATION	LS	1	$125,000.00	$125,000.00	$300,000.00	$300,000.00	$300,000.00	$300,000.00
SS A SEEDING	ACRE	0.6	$20,000.00	$12,000.00	$16,600.00	$9,960.00	$25,000.00	$15,000.00
NHOLE ADJUSTMENT	EACH	7	$2,500.00	$17,500.00	$2,200.00	$15,400.00	$2,500.00	$17,500.00
CONSTRUCTION UTILITY SURVEY	LS	1	$20,000.00	$20,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
MOVE AND RESET EXISTING FIRE DRANT	EACH	1	$3,000.00	$3,000.00	$6,000.00	$6,000.00	$5,000.00	$5,000.00
UST VALVE BOX TO GRADE	EACH	4	$1,750.00	$7,000.00	$1,000.00	$4,000.00	$2,500.00	$10,000.00
L BOX INSTALLATION-SINGLE	EACH	3	$775.00	$2,325.00	$1,000.00	$3,000.00	$5,000.00	$15,000.00
NEL SIGNS	S.F.	240	$40.00	$9,600.00	$37.50	$9,000.00	$85.00	$20,400.00
EL POST AND BASE POST FOR MINUM PANEL SIGNS	L.F.	380	$22.00	$8,360.00	$26.00	$9,880.00	$100.00	$38,000.00
RTABLE CHANGEABLE MESSAGE SIGN	EACH	7	$20,000.00	$140,000.00	$11,000.00	$77,000.00	$25,000.00	$175,000.00
BILE TRAFFIC SIGNAL SYSTEM	EACH	1	$65,000.00	$65,000.00	$38,300.00	$38,300.00	$43,500.00	$43,500.00
FFIC CONTROL DEVICES FOR NSTRUCTION	LS	1	$75,000.00	$75,000.00	$60,000.00	$60,000.00	$150,000.00	$150,000.00
FFIC CONTROL DEVICES FOR DESTRIAN AND BICYCLIST	LS	1	$12,500.00	$12,500.00	$120,000.00	$120,000.00	$150,000.00	$150,000.00
RROREFLECTORIZED PAINTED RKINGS 4"	L.F.	10230	$1.50	$15,345.00	$0.67	$6,854.10	$1.00	$10,230.00
RROREFLECTORIZED PAINTED RKINGS 12"	L.F.	380	$5.00	$1,900.00	$8.70	$3,306.00	$10.00	$3,800.00
MPORARY RETROREFLECTORIZED NTED MARKINGS 4"	L.F.	3200	$1.20	$3,840.00	$0.30	$960.00	$1.00	$3,200.00
MOVABLE MARKING TAPE 4"	L.F.	500	$5.00	$2,500.00	$2.90	$1,450.00	$5.00	$2,500.00
MPORARY WORD OR SYMBOL	EACH	4	$120.00	$480.00	$98.00	$392.00	$110.00	$440.00
MOVABLE MARKING TAPE 12"	L.F.	20	$20.00	$400.00	$17.25	$345.00	$20.00	$400.00
T THERMOPLASTIC PAVEMENT MARKING	L.F.	240	$10.00	$2,400.00	$20.00	$4,800.00	$25.00	$6,000.00
T THERMOPLASTIC PAVEMENT MARKING MBINATION (THRU AND LEFT) ARROW	EACH	4	$275.00	$1,100.00	$357.00	$1,428.00	$400.00	$1,600.00
T THERMOPLASTIC PAVEMENT MARKING T ARROW	EACH	2	$200.00	$400.00	$259.00	$518.00	$300.00	$600.00
T THERMOPLASTIC PAVEMENT MARKING RU ARROW	EACH	2	$225.00	$450.00	$247.00	$494.00	$285.00	$570.00
T THERMOPLASTIC PAVEMENT MARKING RD ONLY)	EACH	1	$300.00	$300.00	$431.00	$431.00	$495.00	$495.00
T THERMOPLASTIC PAVEMENT MARKING LD LINE	L.F.	40	$30.00	$1,200.00	$52.50	$2,100.00	$60.00	$2,400.00

Page 3 of 4

			ENGINEER'S ESTIMATE	ENGINEER'S ESTIMATE	Appaerent Lowest Bid		Appaerent 2nd Lowest Bid	
					Star Paving Company		GM Emulsion LLC	
ITEM DESCRIPTION	UNIT	EST QTY	UNIT PRICE	AMOUNT	UNIT PRICE2	AMOUNT2	UNIT PRICE3	AMOUNT3
T THERMOPLASTIC PAVEMENT MARKING RD (YIELD)	EACH	3	$350.00	$1,050.00	$420.00	$1,260.00	$475.00	$1,425.00
NAL/LIGHTING SYSTEM START-UP STS	ALOW	ALLOW	$12,000.00	$12,000.00	$20,000.00	$20,000.00	$200,000.00	$200,000.00
VICE RISER (LIGHTING)	EACH	1	$2,750.00	$2,750.00	$3,122.00	$3,122.00	$6,660.00	$6,660.00
TER PEDESTAL (LIGHTING)	EACH	1	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$14,550.00	$14,550.00
HTING CONTROL CABINET-TWO CUIT	EACH	1	$8,000.00	$8,000.00	$10,184.00	$10,184.00	$14,050.00	$14,050.00
E V STANDARD, 30'	EACH	11	$3,500.00	$38,500.00	$6,958.00	$76,538.00	$7,450.00	$81,950.00
ID ELECTRICAL CONDUIT 2" (DIA.)	L.F.	1510	$20.00	$30,200.00	$35.00	$52,850.00	$32.00	$48,320.00
ID ELECTRICAL CONDUIT 3" (DIA.)	L.F.	40	$40.00	$1,600.00	$38.40	$1,536.00	$37.00	$1,480.00
CTRICAL PULL BOX (STANDARD)	EACH	7	$1,000.00	$7,000.00	$1,580.00	$11,060.00	$1,900.00	$13,300.00
GLE CONDUCTOR 2	L.F.	2680	$6.00	$16,080.00	$6.30	$16,884.00	$6.00	$16,080.00
GLE CONDUCTOR 3/0	L.F.	130	$15.00	$1,950.00	$12.20	$1,586.00	$11.50	$1,495.00
ROADWAY LUMINAIRE	EACH	11	$1,200.00	$13,200.00	$813.00	$8,943.00	$1,190.00	$13,090.00
MOVAL OF PAVEMENT MARKING	L.F.	300	$8.00	$2,400.00	$1.80	$540.00	$2.50	$750.00
NSTRUCTION STAKING BY THE NTRACTOR	LS	1	$25,000.00	$25,000.00	$36,640.00	$36,640.00	$50,000.00	$50,000.00
ST CONSTRUCTION PLANS	LS	1	$8,000.00	$8,000.00	$9,191.00	$9,191.00	$15,000.00	$15,000.00
TAL EACH BID				$2,042,970.00		$2,527,868.35		$3,064,045.00
GRT (8.3125%)				$169,821.88		$210,129.06		$254,698.74
AND TOTAL OF BID				**$2,212,791.88**		**$2,737,997.41**		**$3,318,743.74**

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/11/2024

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 License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
INSURED GM Emulsion LLC 5935 Agua Fria St. Santa Fe, NM 87507	INSURER A : Selective Insurance Company of America — NAIC # 12572 INSURER B : Builders Trust of New Mexico INSURER C : Evanston Insurance Company — 35378 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded: $1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			S 2505515	4/12/2024	4/12/2025	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 $ 15,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			S 2505515	4/12/2024	4/12/2025	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			S 2505515	4/12/2024	4/12/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		5752	1/1/2024	1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Leased/Rented Eqpt			S 2505515	4/12/2024	4/12/2025	Ded: $1,000 / Limit:	100,000
C	Pollution / Environm			CPLMOL113826	10/28/2022	10/28/2024	1,000,000 /	2,000,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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

City of Santa Fe, 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: **April 15, 2025**

TO: **Finance Committee, Public Works and Utilities, and Governing Body**

FROM: **James Harris, Airport Director** JH

VIA: **Kelly Bynon, Administrative Manager** Kelly Bynon

ITEM AND ISSUE:

Request for Approval of a Budget Amendment Resolution (BAR) In the amount of $2,925,700 to Increase the Following Orgs and Objects including Vehicles > 5K, Equipment > 5K, Vehicle Outfitting, Repairs & Maintenance, WIP Design, WIP Construction, and Operating Supplies using FY25 Available Revenue in Excess of Budgeted Expenditures

(James Harris, Airport Manager, jcharris@santafenm.gov; Kelly Bynon Administrative Manager; kabynon@santafenm.gov)

BACKGROUND AND SUMMARY:

The Santa Fe Regional Airport is requesting to have monies moved from the 545 fund into the various orgs and object listed above for construction projects, necessary equipment purchases, and operating supplies items.

The total amount of the three items listed about is $2,925,700.

ACTION:

Approval of a Budget Amendment Resolution (BAR) In the amount of $2,925,700 to Increase the Following Orgs and Objects including Vehicles > 5K, Equipment > 5K, Vehicle Outfitting, Repairs & Maintenance, WIP Design, WIP Construction, and Operating Supplies using FY25 Available Revenue in Excess of Budgeted Expenditures

COMMITTEE REVIEW:

Public Works & Utilities: 04/21/2025
Finance Committee: 04/28/2025
Governing Body: 04/29/2025

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

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

DEPARTMENT / DIVISION NAME	DATE
Airport	4/15/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Vehicles > 1.5 Tons	5456050	571000		463,000	
Equipment > 5K	5456050	570500		1,190,500	
Vehicle Outfitting	5456050	570575		219,000	
Repairs and Maintenance - Vehicles	5456050	520500		400,000	
WIP Design	5450407	572960	AIR2554519	400,000	
Operation Supplies	5456050	530200		59,200	
WIP Construction	5450407	572970	AIR2554516	140,000	
WIP Construction	5450407	572970	AIR2454506	54,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 2,925,700	$ -

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

Use of FY25 Available budgeted revenue in excess pf budgeted expenditures to be used for grooving of the runway at the Santa Fe Airport.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
545	(2,925,700)
TOTAL:	**(2,925,700)**

Kelly Bynon — Prepared By *{print name}* — 4/15/2025 Date

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

CITY COUNCIL APPROVAL

Agenda Item #:

Andy Hopkins — Budget Officer — Apr 15, 2025 Date

Division Director Signature *{optional}* — Date

Finance Director *{≤ $5,000}* — Date

James Harris (Apr 15, 2025 16:46 MDT) — Apr 15, 2025

Department Director Signature — Date

City Manager *{≤ $60,000}* — Date

Memo_545 Fund_$2,925,700

Final Audit Report 2025-04-15

Created:	2025-04-15
By:	Kelly Bynon (kabynon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeavXyRG-JyAgXRtKAY6pUcBWcgIafsom

"Memo_545 Fund_$2,925,700" History

Document created by Kelly Bynon (kabynon@santafenm.gov)
2025-04-15 - 10:44:36 PM GMT- IP address: 63.232.20.2

Document emailed to James Harris (jcharris@santafenm.gov) for signature
2025-04-15 - 10:45:14 PM GMT

Email viewed by James Harris (jcharris@santafenm.gov)
2025-04-15 - 10:45:42 PM GMT- IP address: 174.56.33.188

Document e-signed by James Harris (jcharris@santafenm.gov)
Signature Date: 2025-04-15 - 10:46:34 PM GMT - Time Source: server- IP address: 174.56.33.188

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-04-15 - 10:46:35 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-04-15 - 11:26:32 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-04-15 - 11:27:44 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-04-15 - 11:27:44 PM GMT

City of Santa Fe, New Mexico
memo

DATE: April 4, 2025

TO: Governing Body

VIA: Regina Wheeler
Regina Wheeler (Apr 7, 2025 19:36 MDT)
Regina Wheeler, Public Works Department Director
Steve Kaspan, Parking Division Director SK
SK

FROM: Jerome Martinez, Parking Division Administrative Manager

---

ACTION:
Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $255,000 from Parking Enterprise Fund Balance to Parking WIP Construction, Data Processing Equipment, and Vehicles for Repaving Water Street Parking Lot, Railyard Garage Security Cameras, and an Electric Truck. (Steve Kaspan, Parking Division Director, spkaspan@santafenm.gov)

BACKGROUND AND SUMMARY:
The Water Street Parking Lot asphalt needs reconstruction to improve safety and to meet ADA standards. This work includes removal of existing asphalt, regrading the existing base course, application of 3" new hot mix and restriping the entire lot and is planned to be completed in 2025 paving season.

The Railyard Garage is in need of a working security camera system to prevent vandalism and increase constituent sense of safety. The Parking Division and ITT Department recommend and will work together to install a 15 camera system with this funding.

The Parking Division Collections vehicle a 2017 Ford Transit Connect, is past its functional life and does not fulfill current needs. The Division has secured a quote from a State Price Agreement vendor for an electric truck that meets Division needs.

FUNDING SOURCE:
Funding Source: Parking Division Fund Balance
Munis Org Name/Number: Parking/535
Munis Object Name/Number: AP Cash Control/100700
Project ID: PWD 2553557

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 / Parking	2/25/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - Repave Water Street Lot	5350457	572970	PWD2553557-CONSTRUC	215,000	
Data Processing Equip > $5K	5350457	570800	PWD2553557-DATA PROC	20,000	
Vehicles < 1.5	5350457	570950	PWD2553557-VEHICLES<	20,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
JUSTIFICATION: *(use additional page if needed)* *--Attach supporting documentation/memo*				$ 255,000	$ -

Use of available Parking fund balance to repave the Water Street Parking Lot, purchase security cameras for the Railyard Garage, and purchase an electric truck for the Parking Collections section.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
535	(255,000)
TOTAL:	**(255,000)**

Halona Crowe — 3/21/2025
Prepared By *{print name}* — Date

Steve Kaspan
Steve Kaspan (Apr 4, 2025 15:32 MDT)
Division Director Signature *{optional}* — Date

Regina Wheeler
Regina Wheeler (Apr 7, 2025 19:36 MDT)
Interim Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

BAR for Parking Division Projects RW

Final Audit Report 2025-04-08

Created:	2025-04-04
By:	JEROME MARTINEZ (jamartinez3@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArayuLGPQSUZCnw6VVK1oZzEjva7GVDny

"BAR for Parking Division Projects RW" History

Document created by JEROME MARTINEZ (jamartinez3@santafenm.gov)
2025-04-04 - 9:16:53 PM GMT- IP address: 63.232.20.2

Document emailed to spkaspan@santafenm.gov for signature
2025-04-04 - 9:18:39 PM GMT

Email viewed by spkaspan@santafenm.gov
2025-04-04 - 9:29:56 PM GMT- IP address: 174.218.19.139

Signer spkaspan@santafenm.gov entered name at signing as Steve Kaspan
2025-04-04 - 9:32:01 PM GMT- IP address: 174.218.19.139

Document e-signed by Steve Kaspan (spkaspan@santafenm.gov)
Signature Date: 2025-04-04 - 9:32:03 PM GMT - Time Source: server- IP address: 174.218.19.139

Document emailed to rawheeler@santafenm.gov for signature
2025-04-04 - 9:32:05 PM GMT

Email viewed by rawheeler@santafenm.gov
2025-04-07 - 4:49:06 PM GMT- IP address: 104.156.39.164

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2025-04-08 - 1:36:57 AM GMT- IP address: 76.18.67.54

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2025-04-08 - 1:36:59 AM GMT - Time Source: server- IP address: 76.18.67.54

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-04-08 - 1:37:00 AM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-04-08 - 3:45:35 PM GMT- IP address: 104.47.64.254

Powered by Adobe Acrobat Sign

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

Signature Date: 2025-04-08 - 3:45:50 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-04-08 - 3:45:50 PM GMT

Powered by
Adobe
Acrobat Sign

CITY OF SANTA FE

DATE: April 11, 2025

TO: Governing Body

FROM: Sean Moody, Capital Projects Manager

VIA: Regina Wheeler, Public Works Department Director

RW (Apr 11, 2025 14:46 MDT)

SUBJECT: Professional Services Contract Amendment No. 2

VENDOR NAME: FCS Group

VENDOR NUMBER: 7771

ITEM AND ISSUE:
Request for Approval of Amendment No. 2 to a Professional Services Contract with FCS Group for Rate Evaluation & Financial Services, to Increase the Not to Exceed Amount by $60,000 to $696,052.51 and to Extend the Contract Term to Expire on October 1, 2025.

CONTRACT NUMBER:
The original FY 2022 Munis contract number is 3203062.

BACKGROUND AND SUMMARY:
This amendment is necessary to enable the public works department to obtain on-call services described in the scope of work, as required for timely impact fee rate analysis required by law.

The original contract item no. 21-0522 dated October 2, 2021 was procured through RFP #22/02/P. Amendment No. 1 item no. 25-0093 dated March 17, 2025 eliminated the maximum expenditure within each fiscal year. Amendment No. 2 will increase the compensation amount to $696,052.51 and extend the term to October 1, 2025. There is no change in the scope. Work order(s) will be issued for on-call services as needed.

Execution of this contract amendment does not constitute a promise to purchase any amount of work. Funding will be identified and budgeted as needed for any work order or purchase order issued for on-call services which may be requested.

ATTACHMENTS:
Agreement Item 21-0522
Amendment No. 1 Item 25-0093
Amendment No. 2 for approval
Certificate of Insurance

FUNDING SOURCE:

Fund Name/Number: Impact Fee Fund / 232
Munis Org Name/Number: Impact Fee Administration / 2324501
Munis Object Name/Number: Professional Contracts / 510300

Budget Officer / Designee: Andy Hopkins **Date:** 04/11/2025

Budget Officer Comment/Exceptions: -

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP #22/02/P

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 04/14/2025

CPO Comment/Exceptions: Increase comp & extend term not to exceed 4 yrs

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# 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

Angel S Viernoche
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 26, 2021 13:27 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

Org. Name/Org#.
5050381.510300
5100331.510300
5000361.510300

AJH
AJH

Item# 25-0093
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 (Mar 17, 2025 10:39 MDT)

Alan Webber, Mayor

DATE: Mar 17, 2025

CONTRACTOR:
Financial Consulting Solutions Group, Inc

Jason Mumm (Jan 31, 2025 13:49 MST)

Jason Mumm, Principal

DATE: Jan 31, 2025

NMBTIN _____

ATTEST:

ANDREA SALAZAR (Mar , 2025 10:52 MDT)

ANDRÉA SALAZAR, CITY CLERK XIV

GB MTG 03/12/2025

CITY ATTORNEY'S OFFICE:

Marcos Martinez (Jan 31, 2025 13:52 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Item #_____
Original Contract Item # 21-0522
Munis Contract # 3203062
Original RFP # 22-04-P

CITY OF SANTA FE
AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES CONTRACT
ITEM #21-0522

This AMENDMENT No. 2 (the "Amendment") amends CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT dated OCTOBER 2, 2021 (the "Contract"), between the City of Santa Fe (the "City") and FINANCIAL CONSULTING SERVICES 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

WHEREAS, under the terms of the Contract, the Contractor has agreed to provide services described in section D of Article 1 of the Contract, which include rate model support financial on-call services which shall be initiated by a City-issued work order and shall be based on hourly rates and required contract time to complete the tasks identified in the City-issued work order; and

WHEREAS, the City has identified the need for rate model support financial on-call services for an additional $60,000 above the existing Not to Exceed Amount of six hundred thirty-six thousand fifty-two dollars and fifty-one cents ($636,052.51); and

. **WHEREAS**, 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 of the Contract is amended to increase the amount of compensation by a total of $60,000 so that Article 2 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 ninety-six thousand fifty-two dollars and fifty-one cents ($696,052.51) for the term of this Agreement.

2. Term

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

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **October 1, 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.

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 as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

Jason Mumm
Jason Mumm (Mar 27, 2025 11:49 MDT)

JASON MUMM, PRINCIPAL

DATE: Mar 27, 2025

CRS # 03-420605-00-1

Registration # 223967

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Mar 27, 2025 13:58 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY K. OSTER, FINANCE DIRECTOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/6/2025

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
Klein Agency
P.O. Box 219
Timonium MD 21094

CONTACT NAME: Certificates
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 : The Charter Oak Fire Insurance Company	25615
INSURER B : The Travelers Indemnity Company of Connecticut	25682
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D : Berkshire Hathaway Specialty Insurance Company	22276
INSURER E : Beazley Insurance Company, Inc.	37540
INSURER F :	

INSURED BOWMCON-03
FCS, A Bowman Company
FCS Group; Bowman Consulting Group, LTD
12355 Sunrise Valley Drive, Suite 520
Reston VA 20191

COVERAGES **CERTIFICATE NUMBER:** 363666181 **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 Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			630-A3238719-COF-24	8/31/2024	8/31/2025	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 X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			810-5880B353-TCT-24	8/31/2024	8/31/2025	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 $			CUP6J395074	8/31/2024	8/31/2025	EACH OCCURRENCE AGGREGATE 	$ 25,000,000 $ 25,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB6J317115	8/31/2024	8/31/2025	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 & Poll Liab Excess Professional & Poll Liab			47-EPP-330666-02 V3349C240301	8/31/2024 8/31/2024	8/31/2025 8/31/2025	Each Claim/Aggregate Excess Each Claim/Agg	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If required by an insured written contract, executed prior to any loss, The City of Santa Fe 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
Charles H. Fyfield

© 1988-2015 ACORD CORPORATION. All rights reserved.

Signature: 

Email: sxmoody@santafenm.gov

CITY OF SANTA FE

The Purchasing Memo

Date: April 2, 2025

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

From: Julie Sanchez, Youth and Family Services Division Director

Via: Henri Hammond-Paul, Community Health and Safety Department Director

Subject: Approval of Grant Agreement from the State of New Mexico's Department of Finance and Administration in the amount of $90,000 for transitional housing and shelter facilities for victims of domestic violence. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Budget $90,000 into FY25 Revenue and Expenses for transitional housing and shelter facilities for victims of domestic violence. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov)

ITEM AND ISSUE:

Request for Approval of a Grant Agreement from the State of New Mexico's Department of Finance and Administration in the Total Amount of $90,000 for Transitional Housing and Shelter Facilities for Victims of Domestic Violence.(Julie Sanchez, Youth and Family Services Division Director; jjsanchez@santafenm.gov)

1. Requests for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $90,000 into FY 25 Revenue and Expenses for Transitional Housing and Shelter Facilities for Victims of Domestic Violence.

BACKGROUND AND SUMMARY:

The City of Santa Fe has received an appropriation from the State of New Mexico's Department of Finance and Administration for $90,000 to reimburse funding for transitional housing and shelter facilities for victims of domestic violence. All reimbursement requests must be made by July 15th, 2025.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: [Human Services Fund/240]

Munis Org Name/Number: [Youth and Family/2400122]

Munis Object Name/Number: [Furniture and Fixtures >$5000/570600]

Budget Officer / Designee: Andy Hopkins **Date:** Apr 3, 2025

Budget Officer 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:

Grant agreement
Budget Amendment Resolution (BAR)
Project Ledger

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

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

DEPARTMENT / DIVISION NAME	DATE
Community Health and Safety/Communtiy Services/Youth and Family Services Division	3/27/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Furniture and Fixtures > $5000	2400122	570600	COM2524002	90,000.00	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM Department of Finance and Administration	2400122	490210	COM2524002	(90,000)	
				$ -	$ -

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

NM Department Finance and Adminstration Grant 24-Z15052-15 for Transitional Housing and Shelter Facilities for Domestic Violence for Facilities in New Mexico.

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

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

Marcella Apodaca — 3/27/2025
Prepared By *{print name}* — Date

JULIE SANCHEZ (Apr 2, 2025 13:37 MDT) — Apr 2, 2025
Division Director Signature *{optional}* — Date

Apr 2, 2025
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Apr 3, 2025
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 3/6/2025

Project Title: Consuelo's Place Furniture

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: COM2524002

Grant ID: S2562

Approved By: Erika Lujan (Mar 28, 2025 17:19 MDT)

CT (Finance Use Only)

Department: Community Health and Safety Project Manager: Julie Sanchez Ext: 6678

Project Date Range: 3/6/2025 to 6/30/2025 ☐ Create Fixed Asset

---

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

Funding Source: NM Department of Finance and Administration % of Funding: 100

MUNIS ORG: 2400122 MUNIS OBJ: 490210 Awarded Amount: 90,000

Funding Source: _____ % of Funding: _____

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

Expense String Phase:

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

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

Phase: Furnitures and Fixtures MUNIS ORG: 2400122 MUNIS OBJ: 570600

Grants Only (list all grants if applicable):

Grantor Name: NMDFA CAP# 24-Z15052-15 Awarded Amount: 90,000

AR Charge Code: 2400122.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

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

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

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

REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

APPROPRIATIONRECIPIENT:

City of Santa Fe

APPROPRIATION NUMBER:	APPROPRIATION AMOUNT:	REVERSION DATE:
24-ZI5052-15	**$90,000**	**June 30, 2025**

APPROPRIATION LANGUAGE

Ninety Thousand dollars ($90,000) for transitional housing and shelter facilities for victims of domestic violence for facilities in New Mexico. Funds unexpended by June 30th, 2025, will be reverted to the State of New Mexico's general fund unless reauthorized by the state legislature.

APPROPRIATION REIMBURSMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Reimbursing Agency the Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Reimbursing Agency will review these documents to ensure all expenses to be reimbursed reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment is July 15th, 2025. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.

CERTIFICATION

I hereby certify that City of Santa Fe

1. Will only use the appropriation funds to carry out and/or perform activities described in appropriation language.
2. Will comply with 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.
3. Ensures that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
4. Will follow the procedure described in "Appropriation Reimbursement" for reimbursement of appropriated funds.

_____ _____

Appropriation Recipient Representative — Date

_____ _____

Appropriation Recipient CFO — Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number 24-ZI5052-15 in the amount of $90,000.

_____ _____

Cecilia Mavrommatis — Date
Director, Local Government Division

IN WITNESS WHEREOF, the Parties have executed this Appropriation as of the date of their signatures by the required approval authorities.

CITY OF SANTA FE:

_____
CITY MANAGER

DATE: _____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
FINANCE DIRECTOR

STATE OF NEW MEXICO

HB2 Transitional Housing Appropriation

Request for Payment Form

Exhibit A

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

C. AIPP Amount *(If Applicable)* : $0

D. Funds Requested to Date: $0

E. Amount Requested this Payment: $0

F. Reversion Amount (*If Applicable*): $0

G. Grant Balance: $0

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. ☐ 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

REIMBURSING AGENCY: Department of Finance and Administration

Business Unit: 341

STATE OF NEW MEXICO
HB2 Transitional Housing Final Report Form
Exhibit B

Appropriation Recipient: _____

Appropriation Number: _____

Use of Appropriation Funds	**Amount**
Capital Expenses	$0
Other	$0
	$0
	$0
Total Amount of Appropriation Funds Expended	$0

Narrative *Describe the outcomes, results, benefit, and or uses of the appropriation funds*

CITY OF SANTA FE

The Purchasing Memo

Date: April 23, 2025

To: Governing Body and Finance Committee

From: Erminia Tapia, Business Operations Manager

Via: Emily K. Oster, Finance Department Director Emily K. Oster

Clarence Romero, Treasury Officer CLARENCEROMERO

Subject: Amendment No. 1 Wells Fargo Master Banking Services Agreement

Vendor Name: Wells Fargo

Munis Vendor Number: 2901

ITEM AND ISSUE:

The Finance Department respectfully requests your review and approval of Amendment No. 1 to Item #24-0582 with Wells Fargo Bank, N.A., for the Master Banking Services Agreement. Amendment No. 1to extend the term to automatically renew for a successive eight (8) one (1) years terms after the effective date and shall expire on September 26, 2034.

CONTRACT NUMBER:

The FY25 Munis contract number is 3250264.

BACKGROUND AND SUMMARY:

The City of Santa Fe requires a sophisticated financial institution to partner with, in order to provide financial services to public, vendors, and employees while prudently and efficiently managing the many financial transactions to the City engages on a daily, weekly and monthly basis. It is imperative and critical to have a Fiscal Agent Contract and is requited to stay in compliance with federal, state and municipality oversights.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE: Various

Budget Officer / Designee: Andy Hopkins **Date:** 04/24/2025

Budget Officer Comment/Exceptions: -

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Existing Agreement

The City of Farmington has established a Price Agreement through a Request for Proposals (RFP) #23-148976 for Master Banking Services awarded to Wells Fargo Bank on August 14, 2024.

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 04/24/2025

CPO Comment/Exceptions: _____

ATTACHMENTS:
Original contract packet #24-0582

Item #: _____
Munis Contract #: 3250264
Original Contract Item #: 24-0582
City of Farmington Contract #: RFP23-148976

AMENDMENT NO. 1 TO
BANKING AGREEMENT BETWEEN THE
CITY OF SANTA FE AND WELLS FARGO BANK, N.A.
ITEM #24-0582

This AMENDMENT No. 1 (the "Amendment") amends the BANKING AGREEMENT BETWEEN THE CITY OF SANTA FE AND WELLS FARGO BANK, N.A., dated September 27, 2024 (the "Contract"), between the City of Santa Fe (the "City") and **WELLS FARGO BANK, N.A.** (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 with banking and treasury management services, as specified in its Master Banking Services Agreement with the City of Farmington, Contract #RFP23-148976 ("MBSA").

B. Pursuant to Article 3 of the Contract, all provisions of the MBSA not specifically set forth in the Contract apply, except to the extent that they conflict with the Contract.

C. Section 4 of the Contract allows the Bank and the City to renew the term of the Contract for up to nine (9) additional one (1) year terms. For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree to amend the Contract as follows:

1. TERM AND PRICING:

The Contract shall be effective when signed by the City and the Bank ("Effective Date") and shall automatically renew for successive eight (8) one (1) year terms years after the Effective Date, and shall expire on September 26, 2034, unless otherwise not renewed or terminated by the parties in accordance with the Contract.

Either party may elect not to renew the Contract by providing thirty (30) days written notice prior to the expiration of the Contract's current one (1) year term. The Bank reserves the right to propose increased pricing on the Contract, by providing 60 days written notice prior to the expiration of the current term, up to the amount of any price related increases the Bank has agreed to with the City of Farmington for the subsequent year term. The City shall have the right not to accept the increased pricing and may provide notice that the Contract will not be renewed, provided that it provides written notice of the same, at least thirty days prior to the expiration of the Contract's current one (1) year term.

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 Number 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:

Mark A. Jensen
Mark A. Jensen (Apr 22, 2025 13:26 PDT)
Mark A. Jensen, Senior Vice President

DATE: Apr 22, 2025
NMBTIN: _____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 22, 2025 14:27 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

CITY OF SANTA FE

Date: September 17, 2024

To: Mayor Alan Webber and Governing Body
Finance Committee

Via: Emily Oster, Finance Director Emily K. Oster

From: **Travis Dutton-Leyda, CPO**

Subject: **Fiscal Agent/Master Banking Services Agreement**

Vendor Name: **Wells Fargo Bank**

Vendor Number: **2901**

ITEM AND ISSUE:

The Finance Department respectfully request your review and approval of Fiscal Agent for banking services. Request for the Approval of an Agreement in the total amount of $1,000,000.00 for Fiscal Year 25, all future years shall be based on utilization, rebates, and budget.

Department Contact Info: Travis Dutton-Leyda; 505-629-8351; tkduttonleyda@santafenm.gov
Clarence Romero; 505-955-6547; clromero@santafenm.gov

BACKGROUND AND SUMMARY:
The City of Santa Fe requires a sophisticated financial institution to partner with in order to provide financial services to the public, vendors, and employees while prudently and efficiently managing the many financial transactions the City engages on a daily, weekly, monthly basis. It is imperative and critical to have a Fiscal Agent contract and is required to stay in compliance with federal, state and municipality oversights.

PROCUREMENT METHOD:
The City of Farmington has established a Price Agreement through a Request for Proposals (RFP) #23-148976 for Master Banking Services, awarded to Wells Fargo Bank on August 14, 2024. The agreement's initial term extends until April 30, 2025, with the option to renew for up to an additional nine (9) years.

Chief Procurement Officer Approval:_____ **Date:**_____
Comment/Exceptions: NMSA 1978, Section 13-1-129

Supporting Information:

CONTRACT NUMBER: ***3250187***

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

The funding source is:
Various

Budget Officer Approval: Andy Hopkins **Date:**_____
Comment/Exceptions: _____

Grant ☐Yes | ☒ No

Project ☐Yes | ☒ No

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000
☐Yes | ☒ No

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☐ Yes | ☒ No

Was this service deemed construction: ☐ Yes | ☒ No

Department Approvals:
IT Components: ☐ **Yes | ☒ No**
Vehicles: ☐ **Yes | ☒ No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes | ☒ No**

ATTACHMENTS:

Contract between Wells Fargo and Farmington <-bases for Santa Fe's contract
Certificate of Liability Insurance
General Services Contract – Wells Fargo
CPO Service Determination/Email
Horizons Declination
Farmington's RFP and Proposals will be stored in the Munis contract record

BANKING AGREEMENT BETWEEN THE CITY OF SANTA FE AND WELLS FARGO BANK, N.A.

25th day of September, 2024

This Agreement ("Agreement") is made and entered into this ~~___th day of August, 2024~~ by and between City of Santa Fe (the "City"), and Wells Fargo Bank, N.A. ("Bank").

RECITALS:

A. On or about May 21, 2024, Bank entered into a Master Banking Services Agreement with the City of Farmington ("Farmington") to provide banking and treasury management services ("MBSA"), procured and awarded through a competitive and open procurement process; and

B. The City represents that it has the authority to enter into the Agreement with Bank, as a procurement under an existing contract, pursuant to New Mexico law, NMSA 1978, sec. 13-1-129.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Services Purchased: Bank shall provide to the City the banking and treasury management services, as specified in the MBSA including the exhibits referenced in that section. A copy of the MBSA (including all Exhibits and Addendum) is attached as **Exhibit A** to the Agreement and incorporated herein.

2. Payment: Payment to the Bank shall be made in accordance with the City of Farmington pricing as set forth in the MBSA. For the sake of clarity, the City of Farmington pricing (applicable to the City) is set forth herein as Exhibit B to the Agreement and incorporated herein.

3. Terms and Conditions of MBSA Apply: Except as set forth herein, all provisions of the MBSA are incorporated in and shall apply to this Agreement (except for San Juan County's pricing) as though fully set forth herein, including that all references to the City of Farmington shall mean the City of Santa Fe. For the avoidance of doubt, the Agreement will not be affected by any subsequent amendments to or termination of the MBSA, which will be applicable solely to the relationship between City of Farmington and Bank. Any subsequent amendment or modification to the Agreement must be made in accordance with the terms hereof and would be subject to any applicable restriction or limitation under applicable law.

4. Term: This Agreement shall commence upon execution by the parties and shall continue until April 30, 2025 with the parties having the option to mutually agree in writing to renew for up to nine (9) additional one (1) year terms.

5. Conflicts: If there is a conflict between the terms and conditions of Exhibit A and the terms and conditions of this Agreement, those of this Agreement will control. If there is a conflict among terms and conditions within the documents that make up Exhibit A, such conflict will be resolved as set forth in Exhibit A.

6. Notices: All notices to the City shall be sent to:

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe Purchasing Division
200 Lincoln Avenue
Santa Fe, N.M.
87504-0909

Bank:

Mark A. Jensen
Senior Vice President
Wells Fargo Bank, N.A.
8601 N. Scottsdale Rd, Suite 240
MAC S4035-02D
Scottsdale, AZ 85253-2736

7. Miscellaneous: For the sake of clarity, all provisions in the MBSA imposing any indemnification obligations on the City shall be treated as reimbursement provisions to the extent not expressly prohibited by New Mexico law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

WELLS FARGO BANK, N.A.

By: Mark A. Jensen
Mark A. Jensen (Aug 29, 2024 08:46 PDT)

Title: Senior Vice President

CITY OF SANTA FE

By:
Alan Webber (Sep 27, 2024 10:53 MDT)
ALAN WEBBER, MAYOR

ATTEST:

By:
GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 09/25/2024 xiv

CITY ATTORNEY'S OFFICE:

By: Marcos Martinez
Marcos Martinez (Aug 29, 2024 09:51 MDT)
MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

FINANCE:

By: Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

MASTER BANKING SERVICES AGREEMENT

This Master Banking Services Agreement (this "**Agreement**") is entered into as of the ~~21st day of May, 2024~~ 25th day of September, 2024 by and between Wells Fargo Bank, N.A. ("**Bank**"), and City of Farmington (the "**City**").

Recitals

WHEREAS, the City issued Request for Proposal for the provision of banking services on October 16, 2022, (the "**RFP**") to which the Bank submitted its response dated December 14, 2022 (the "**Bank's Response**," further described below);

WHEREAS, on the basis of the Bank's Response, the City has determined to engage the Bank to provide certain banking services (each, a "**Service**" and collectively, the "**Services**") all as provided in the Bank's Response and set forth in this Agreement.

Agreement

1. Service Documentation. Bank shall provide, and the City shall accept, the Services pursuant to the terms and conditions of the "**Service Documentation**" which includes:

1.1 This framework agreement (i.e., the first five (5) pages of this Agreement);

1.2 The negotiated (1) Master Agreement for Treasury Management Services, (2) Commercial Account Agreement and (3) the Service Description for each Service) (each, a "Service Description") (collectively attached as Exhibit A);

1.3 The Bank's Response, incorporated by reference herein, including (i) all of its exhibits and addendum, including the Master Agreement for Treasury Management Services and the Service Description and (ii) the commercial account agreement for the deposit accounts that the City maintains at Bank (the "**Deposit Agreement**" or "Commercial Account Agreement"); and

1.4 The RFP, incorporated by reference herein.

If there is a conflict among the documents that make up the Service Documentation, the documents will govern in the order set forth above.

The Service Documentation constitute the entire agreement between Bank and the City and supersedes all prior representations, conditions, warranties, understandings, proposals, or agreements regarding a Service. No course of dealing or waiver of any right on one occasion will constitute a modification of the above referenced documents or be a waiver of that right on a subsequent occasion.

2. Services; Additional Services. If the City requests and Bank agrees to provide additional services after the date of this Agreement, which are governed by additional service descriptions, pricing or other documents, the Bank shall provide a copy of those documents to City and the terms and conditions thereof shall be deemed to be incorporated herein by reference without the need to either amend this Agreement or to add such service descriptions, pricing or other documents as attachments to this Agreement.

Bank may change (or add to) the terms in the Service Documentation in its discretion if such change (or addition) is (i) in response to a change in or required by Applicable Law or interpretations thereof or (ii) a Bank-wide change affecting substantially all customers who use the Services or a specific Service. If an enhancement to a Service or other change requires a

change to a Service Description, Bank will post an updated Service Description on Vantage. Bank will notify City of changes to terms or fees (which notification may be by electronic means, including via Vantage) at least 30 days before the change takes effect, unless such change is in response to a change in or required by Applicable Law or interpretation thereof and such prior notice is not reasonably feasible. If City continues to use a Service after the change takes effect, City will be bound by the change. Notwithstanding the foregoing, Bank will not change the fees for the Services prior to 30 days unless such change is in response to a change in or required by Applicable Law or interpretation thereof. Except as set forth above and in this Agreement, changes to the Service Documentation require City and Bank's written approval. As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing our activities and/or any transaction effected under this Agreement, including, but not limited to, the funds transfer system and clearing and settlement house rules.

3. Term and Termination.

This Agreement shall have an initial term starting on May 1, 2024, and ending on April 30, 2025, with the parties having the option to mutually agree in writing to renew for up to nine (9) additional one (1) year periods, subject to the appropriation of funds by the City Council.

This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice (unless a Service is terminated sooner in accordance with these Service Documentation). This Agreement may be terminated by the City with cause following notice to Bank of a breach of the Agreement and the Bank's failure to cure the breach within thirty (30) days of the date of such notice. Bank may also terminate the Agreement for cause (a) following notice to the City of a breach of any provision of the Service Documentation and the City's failure to cure the breach within thirty (30) days of the date of such notice, or (b) without notice to the City if (i) The City is subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or the City enters into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up, (ii) Bank reasonably suspects that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent, or illegal activity, (iii) The Bank determines in its sole discretion that continuing to provide a Service may place the Bank at risk of financial loss or result in an unacceptable credit exposure, (iv) Bank determines in its sole discretion that a material adverse change has occurred in the City's ability to perform its obligations under the Service Documentation, or in the ability of a Guarantor to perform its obligations under a Guaranty, or (v) the Account necessary to provide a Service is closed. The termination of a Service will not affect the City's or the Bank's rights with respect to transactions occurring before termination. Bank will not be liable to the City for any losses or damages the City may incur as a result of any termination of any Service or this Agreement.

4. Service Fees. The City shall pay Bank the fees for the Services as set forth in Exhibit B, Exhibit F (Cost Proposal) of Bank's Response. Billing statements will be provided monthly and debited from the City's designated account the following month for any fees not covered by earnings credits and any taxes that are due. Bank reserves the right to modify pricing to reflect the impact of any changes in law, regulations or interpretations thereof. Bank also reserves the right to change its pricing methodology, including element IDs for a particular service, so long as the change does not increase the total price of such service to the City (unless permitted under the immediately preceding sentence).

5. Representations and Warranties.

5.1 Mutual Representations and Warranties. Each of the parties hereto represents and warrants to the other party that: (i) such party is duly organized and in good standing in all appropriate jurisdictions; (ii) each party is fully authorized to execute and perform under this Agreement and the execution of and performance under this Agreement does not violate any law, regulation, contract or organizational document by which such party is bound; and (iii) the individual(s) executing this Agreement on behalf of such party has full corporate and/or organizational authority to do so;

5.2 The City warrants it will not use any Service in a manner which violates any federal or state law including without limitation any sanction or control administered by the Office of Foreign Assets Control or Bureau of Export Administration.

5.3 If the City employs an agent in connection with its use of any Service, the City represents and warrants to Bank that (a) the City's governing body has duly authorized the agent and (b) The City will exercise appropriate controls to ensure each agent so authorized does not exceed the authority so granted to it. Any communication to Bank regarding the City's use of a Service from the City's agent will be deemed to be a communication from the City, and the City authorizes Bank to communicate with the City's agent regarding any such communication or Service.

5.4 Neither Bank nor any software vendor makes any express or implied representations or warranties with respect to the Services or any software used in connection with the Services including without limitation any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.

6. Bank's Liability and Indemnification.

6.1 Bank's Indemnification.

(a) During the term of this Agreement, Bank will indemnify, defend and hold harmless the City and its officers, directors, employees, agents and assigns (the "Indemnified Parties") from and against all claims, losses, demands, liability, judgments, awards, interest, attorney's fees and costs (collectively, "Losses") arising out of, or resulting from the performance of the services provided hereunder which are, in each case, directly caused in whole or in part by the negligent or intentional misconduct of Bank or any of its officers, directors, employees, agents, or subcontractors, except to the extent such Losses are caused by the negligence or intentional misconduct of any Indemnified Party.

(b) During the term of this Agreement, Bank will indemnify, defend and hold harmless the Indemnified Parties against any allegation that materials or services provided by the Bank under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual, property or proprietary right of any third party. Notwithstanding the foregoing, Bank shall have no liability for such infringements or violations based on (i) any unauthorized alteration or modification of the materials or services by any party other than Bank, (ii) use of the materials or services in any manner other than as permitted under this Agreement, (iii) use of the materials or services in combination with any equipment or software not authorized

by Bank or reasonably intended for use with the materials or services, or (iv) Bank's compliance with specific information or instructions provided to Bank by any Indemnified Party.

In no event will Bank be liable under paragraph (a) or (b) above for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to Bank, and regardless of the form of the claim or action or the legal theory on which it is based. Bank's aggregate liability under paragraphs (a) and (b) above will be limited to an amount not to exceed 10 times Bank fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Bank fees were incurred in such month, Bank fees incurred in the month in which the losses or damages were incurred).

If any Indemnified Party determines to seek indemnification from Bank under paragraph (a) or (b) above, the Indemnified Party shall provide written notice of the suit, claim or action to Bank as soon as practicable but in any event not later than fifteen (15) business days following the Indemnified Party's receipt of notice of such suit, claim or action. Notwithstanding the above, the Indemnified Party's written notice must provide Bank with a reasonable amount of time to be able to timely respond to any suit, claim or action. Said written notice shall specify in detail: (i) the facts constituting the basis for the allegations and (ii) if known, the aggregate amount of Losses for which a claim is being made, or to the extent that such Losses are not known or have not been incurred at the time such claim is made, an estimate, to be prepared in good faith and accompanied by supporting documentation, of the aggregate potential amount of such Losses.

In the case of any suit, claim or action for which indemnification is sought by any Indemnified Party under paragraph (a) or (b) above, the Indemnified Party shall permit Bank to assume and control the defense or settlement of such suit, claim or action at Bank's expense. The Indemnified Parties and Bank shall reasonably cooperate in the investigation, pre-trial activities, trial, compromise, settlement, discharge and/or defense of any suit, claim or action for which indemnification is sought under paragraph (a) or (b) above, and the records and employees of the Indemnified Parties shall be made reasonably available to Bank with respect to such defense.

7. Miscellaneous.

7.1 The Service Documentation will be governed by substantive federal laws, regulations and rules and, to the extent such laws, regulations and rules are not applicable, those of the State of New Mexico, without regard to conflicts of laws principles. Any portion of the Service Documentation which is inconsistent with applicable laws, regulations or rules will be deemed modified and applied in a manner consistent therewith, and Bank will incur no liability to the City as a result of the inconsistency or modification and application. If any portion of the Service Documentation is deemed unenforceable, it will not affect the enforceability of the remaining Service Documentation. Venue for any action arising out of or relating to this Agreement shall lie in state or federal courts in or for San Juan County, New Mexico. UNLESS PROHIBITED BY APPLICABLE LAW, BANK AND CITY HEREBY IRREVOCABLY WAIVE ALL RIGHT TO, AND WILL NOT SEEK, TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SERVICE DOCUMENTATION.

7.2 Either party may provide notice to the other party by mail, personal delivery, or electronic transmission. Bank will use the most recent address for the City in Bank's

records, and any notice from Bank will be effective when sent. The City will use the address where the City's relationship manager or other manager is located and address any notice to the attention of such manager. Any notice from the City will be effective when actually received by Bank. Bank will be entitled to rely on any notice from the City that it believes in good faith was authorized by an authorized representative of the City and, except as expressly stated in the Service Documentation, will have no obligation to verify the signature (including an electronic signature).

7.3 This Agreement may be executed in any number of counterparts, which when taken together shall constitute one complete original of this Agreement. This Agreement may be executed and delivered via facsimile or any electronic means, such as email.

7.4 For the sake of clarity, except as expressly set forth in the Service Documentation, no modifications, amendments, or alterations in the terms or conditions to the Agreement shall be effective unless contained in a written document executed by City and Bank.

7.6 Bank will perform its obligations under this Agreement in accordance with: (i) applicable Federal laws, (ii) applicable state and local laws and regulations to the extent, in Bank's opinion, compliance would not conflict with applicable federal laws or industry banking practice or its own policies and procedures and (iii) Bank's Service Documentation.

7.7 Nothing in this Agreement gives rise to a right, expectation, or other entitlement on the part of the City to inspect, audit, examine, or visit any Bank data center, facilities, systems, networks or equipment; or (2) any technology documentation, test or scan results, or any other artifact relating to Bank's security practices. Bank can allow City to conduct audits of relevant records with reasonable prior notice during normal business hours in accordance with Bank's policies for the purpose of verifying the accuracy of amounts charged or compliance with contractual financial and record-keeping requirements.

7.8 Nothing in this Agreement shall be construed to alter or waive the City's rights under the New Mexico Tort Claims Act.

7.9 To the extent that any provision in this Agreement shall be finally determined by a court of competent jurisdiction to be void, illegal or otherwise unenforceable, the same shall have no effect upon the enforceability of the remaining provisions of this Agreement.

Each of the parties hereto agrees to be bound by the terms and conditions of this Agreement and each of the Attachments, as of the above written date.

City of Farmington

By: _____

Name: Nate Duckett

Title: Mayor

Wells Fargo Bank, N.A.

By: _____

Name: Rachel Brown

Title: Senior Commercial Relationship Manager

CITY OF FARMINGTON INCORPORATED SEAL (SEAL) 1901 ATTEST NEW MEXICO

Andrea Jones
City Clerk

Date: 6/4/24

Approves Compliance NMSA 1978 Annotated, Chapter 13 Public Purchases and Property:

Jennifer Rowland, Acting
Chief Procurement Officer

Date: 5/30/2024

Department Head Approval

Date: 5/30/2024

Legal Department Approved to Form

Exhibit A Negotiated Service Documentation Table of Contents

Master Agreement for Treasury Management Services

Commercial Account Agreement

Acceptance of Services

ACH and Related Services Service Description

Check Cashing Service Description

Check Collections Service Description

Check Disbursements and Fraud Prevention Services Service Description

Information Reporting and Image Delivery Service Description

Stagecoach Sweep Service Description Treasury Management Services

Treasury Management Product Enrolment

Wire Transfer Service Description

WELLS FARGO

Master Agreement for Treasury Management Services

The Service Documentation contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (collectively, "Bank") provide you treasury management services (each, a "Service"). "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in a Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Master Agreement for Treasury Management Services ("Agreement") are defined in this document.

You and we agree:

1. **Service documentation.** The Service Documentation contains the terms governing each Service and includes:
a. The Service Description (which contains terms and conditions applicable to the specific Service),
b. The Acceptance (which indicates your acceptance of the Service Documentation),
c. This Agreement (which contains terms and conditions applicable to all Services),
d. The account agreement governing the account(s) (each, an "Account") you use in connection with the Service,
e. The Product Enrollment Form (which contains set-up information for each Service in which you are enrolling), and
f. User Guides (which include our vendors' and our documentation related to the installation, set-up function, features, operation, use, pricing or other aspects of the Services, including Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Agreement and the Service Descriptions for Services you enroll in are posted on Wells Fargo Vantage℠ ("Vantage") f/k/a Commercial Electronic Office® (CEO®) . If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Agreement and all Service Documentation.

2. **Services.** You and we will agree upon the Services to be provided and the start date for each Service. Each Service is subject to the approval by our applicable branch or subsidiary. We will notify you when you have completed all requirements for enrolling in the Service and the Service is ready for you to use.

3. **Changes to services.** We may change (or add to) the terms and fees in the Service Documentation at any time. If a change to a Service requires a change to the Service Documentation, we will post the document(s) with the change on Vantage. When required by Applicable Law, we will notify you of the change. If you continue to use a Service after a change takes effect, you will be bound by the change. As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing our activities and/or any Transaction (see section 6-a) governed by this Agreement, including, but not limited to, the funds transfer system and clearing and settlement house rules.

4. **Term and termination.** Unless a Service is terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect until terminated by either party upon 30 days' prior written notice to the other party. When a Service is terminated for any reason, the Service Documentation governing the terminated Service is also terminated.

© 2023 Wells Fargo Bank, N.A. All rights reserved.
Revised: April 4, 2023 – Modiifed for City of Farmington April 2024

We may suspend or terminate any Service:

a. After we notify you of a breach of any provision of the Service Documentation or any other agreement with us, and you fail to cure the breach (if it can be cured) within 30 days of the date of the notice; or
b. Without prior notice to you if:
    i. We reasonably suspect that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent, or illegal activity,
    ii. You become subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or you enter into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up,
    iii. We determine in our sole discretion that continuing to provide a Service may place us at risk of financial loss or result in an unacceptable credit exposure,
    iv. Any guaranty of your obligations to us ("Guaranty") is terminated, revoked, or its validity contested by the guarantor ("Guarantor"),
    v. We determine in our sole discretion that a material adverse change has occurred in your ability to perform your obligations under the Service Documentation, or in the ability of a Guarantor to perform its obligations under a Guaranty, or
    vi. The Account necessary to provide a Service is closed.

The termination of a Service will not affect your or our respective rights and obligations with respect to the Service(s) provided before the termination including without limitation Transactions. We will not be liable to you for any losses or damages you may incur as a result of any termination of any Service or termination or restriction of any Vantage access rights under section 9(d) below.

5. Service fees. You will pay us the fees described in the Service Documentation and any taxes applicable to each Service, however designated, but excluding taxes based on our net income. We may debit your Account for any fees not covered by earnings credits and any taxes that are due, or we may send you an invoice for these amounts, which you will promptly pay. Our charges and fees are in the applicable fee schedule for Services used in connection with your Account.

6. Security procedures.

a. Unless otherwise agreed, you agree that "Security Procedure" is the applicable security procedure described in the Service Documentation for your Initiation Method for the Service, which we will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method we offer in the product enrollment form ("Set-up Form") or other Service Documentation for delivering your Transaction instructions to us with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer, payment order, or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which we receive in your name with respect to a funds transfer. The purpose of the Security Procedure is to verify the authenticity of the Transaction. We will not use the Security Procedure to detect an erroneous or duplicate Transaction. You will be responsible for any erroneous or duplicate transaction we receive in your name. You agree to be bound by each Transaction, whether or not authorized by you, issued in your name and accepted by us in compliance with the Security Procedure for the Service.
b. You agree that each Security Procedure for the Initiation Method in the Set-up Form or other Service Documentation for each of the Services (a) best meets your requirements with regard to the size, type and frequency of your Transactions, and (b) is commercially reasonable.

7. Confidential information. Unless otherwise stated in the Service Documentation, "Confidential Information" means all (a) User Guides, (b) Security Procedures, passwords, codes, security devices and related instructions and technical and non-technical information and intellectual property rights relating to our vendors' or our technology, IT infrastructure or data security, including trade secrets, systems information security program or processes, SSAE or SOC reports, and testing procedures or results. You will not acquire any ownership interest in or rights to Confidential Information as a result of your use of any Service.

You will:

a. Maintain the confidentiality of the Confidential Information,

b. Not disclose (or permit your employees or agents to disclose), copy, transfer, sublicense, or otherwise make any of it available to any person or entity, other than your employees who have a need to use the Confidential Information in connection with the applicable Service, and
c. Not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information.

You will notify us immediately if you know of or suspect any unauthorized disclosure, possession, use, or knowledge (each, an "Unauthorized Use") of any Confidential Information. If you (or your employees or agents) are responsible for the Unauthorized Use, you will, at your expense, promptly take all actions, including initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information. You will also compensate us for any injury caused to us as a result of the Unauthorized Use.

8. Currency conversion. When your instructions require us to convert the amount of a Transaction from the currency in which the Account is denominated ("Account Currency") to another currency ("Foreign Currency"), we will do so using the Applicable Exchange Rate in effect at the time we execute your Transaction. "Applicable Exchange Rate" means the exchange rate we set and use for you when we convert one currency to another currency and includes a markup. The markup factors include costs incurred, market risks and our desired return. The exchange rate we provide to you may be different from the exchange rates you see elsewhere. Foreign exchange rates are dynamic, and rates fluctuate over time based on market conditions, liquidity, and risks.

If a financial institution designated to receive the funds does not pay the beneficiary specified in the Transaction, and the funds are returned to us, we will not be liable to you for a sum greater than the amount of the Transaction after we have converted it from the Foreign Currency to the Account Currency using the Applicable Exchange Rate in effect at the time the funds are returned to us. You accept the risks of any change in the Applicable Exchange Rate between the time you request a Transaction and the time the Transaction is either completed or is unwound due to a cancellation, an amendment, a rejection, or a return.

9. Vantage.

a. Description of Vantage. Vantage is our electronic banking platform that is accessed through the Internet. Your Authorized Agents (defined below) may use Vantage to access (i) Services in which you have separately enrolled and (ii) third-party sites we may make available through Vantage. We offer different channels through which you may access Vantage, including personal computers and mobile devices. We may add or eliminate channels at any time. A Service or third party site accessible through one channel may not be accessible through another channel.
b. Access to Vantage. When you enroll in Vantage, and as we may determine is necessary after enrollment, we will provide Log-On Credentials (defined below) to the persons who are authorized to access Vantage on your behalf (each, an "Authorized Agent"). Log-On Credentials mean one or more secure methods we provide to access the Services and may include user IDs, passwords, token IDs, and other methods that we adopt from time to time. We have no obligation to separately verify or authenticate any communication we receive in your name through Vantage, whether or not it was actually from an Authorized Agent. You assume the entire risk of (i) unauthorized use of your Log-On Credentials and (ii) unencrypted electronic transmissions.
c. Administration of Vantage. We offer two options for administering Vantage: (i) Administration and (ii) Bank administration.
    i. Administration. If you enroll in the Administration option, there are three categories of Authorized Agents: Company Administrator, Administrator, or User. Unless you and we separately agree, we will provide Log-On Credentials only to your initial Company Administrator(s) who will (a) assign Log-On Credentials to other individuals and (b) designate those individuals as one of the following:
        (1) A Company Administrator, who may perform all functions of your initial Company Administrator,
        (2) An Administrator, who may perform all functions of an Administrator including designating other Administrator(s) and User(s), or
        (3) A User, who may access the Services designated by a Company Administrator or an Administrator, as well as those Services in which we permit a User to self-enroll.

        Each Company Administrator and Administrator has the authority to enroll you in additional Services. In addition to your use of Administration as described in this subsection, you may request that we assign Log-On Credentials to Users that you designate in writing to us. Your designation to us will specify the

Services which the User is authorized to access in addition to those Services in which we permit a User to self-enroll.

ii. Bank administration. For the Bank administration option, there is one category of Authorized Agent: Users. We will assign Log-On Credentials to each User you designate.

You will promptly revoke the Log-On Credentials of any Authorized Agent or User when that individual is no longer authorized to access Vantage. If you notify us in writing to revoke the Log-On Credentials of an Authorized Agent or User, we will have a reasonable time after receiving your written notification to revoke the individual's access.

d. Terminating access. We may terminate or restrict any Authorized Agent's access to any Service through Vantage if we determine such use:
   i. Does not comply with any term applicable to Vantage,
   ii. Is not permitted by Applicable Law,
   iii. Is not authorized by you or any third party whose authorization we believe is necessary, or
   iv. Should be denied for your or our protection (without us agreeing to or being required to make this determination in any circumstance).
e. Financial information. Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to us ("Financial Information") may be available to you at Vantage. The posting of any Financial Information or any other information or data at Vantage is not a recommendation by us of any particular Service or action. We do not guarantee the accuracy or completeness of any Financial Information, nor are we responsible for (i) the actions or omissions of the third parties developing or transmitting Financial Information or (ii) any decision you make or action you take by relying on any Financial Information.
f. Miscellaneous. For purposes of this section 9 only, "Service" includes each service and product we or any of our affiliates offer that you access through Vantage. This section 9 will survive the termination of any Service or this Agreement.

10. Alerts.

a. Non-subscribed alerts. When you enroll in Vantage or other channels or Services, you consent to receiving by email or other delivery channels, servicing messages that we determine are important or urgent. You do not need to subscribe to receive such alerts and you do not pay additional service fees.
b. Subscribed alerts. You may also enroll in fee-based alerts for applicable Services so that you can receive messages you subscribe to at the intervals and through delivery channels that you choose.

11. Liability and indemnification.

a. We are not obligated to honor, in whole or in part, any Transaction or other instruction that:
   i. Exceeds the available balance in the Account, unless otherwise provided in the Service Documentation,
   ii. Does not comply with the Service Documentation or our applicable policies, procedures, or practices made available to you,
   iii. We have reason to believe may not have been duly authorized, should not be honored for our or your protection, or involves funds subject to a hold, dispute, restriction, or legal process, or
   iv. Would possibly result in us not complying with Applicable Law.
b. Neither we nor our software vendors make any express or implied representations or warranties with respect to the Services or any software used in connection with the Services, including any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.
c. Any claim, action, or proceeding against us for losses or damages arising from a Service, must be brought within one year from the date of the act or omission, except as otherwise stated in the account agreement governing the Account.
d. We will have no liability for our failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond our reasonable control. If we determine that any funds transfer or communications network, Internet service provider, or other system used to provide a Service is unavailable, inaccessible, or otherwise unsuitable for use by you or us, we may, upon notice to you, suspend or discontinue the affected Service.

e. We will only be liable to you for actual damages incurred as a direct result of our failure to exercise reasonable care in providing the Services. Reasonable care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations. Our liability to you will be limited to an amount not greater than 10 times our fees incurred in the calendar month immediately before the calendar month in which the loss or damages were incurred (or, if no fees were incurred in that month, our fees incurred in the month in which the losses or damages were incurred).

f. Except in the case of our negligence or intentional misconduct, you will indemnify and hold us, our directors, officers, employees and agents ("Representatives") harmless from all losses or damages that arise out of:
   i. The performance of a Service in compliance with the Service Documentation, including any warranty we are required to make to a third party in connection with a Service,
   ii. An act or omission of any of your agents, couriers, or Authorized Agents, and
   iii. If the Service includes a license or sublicense of any software, any use or distribution of the software by you or any person gaining access to the software through you that is inconsistent with the license or sublicense.

   You will promptly provide us with written proof of loss, and notify us if you become aware of any third party claim related to a Service. You will cooperate fully (and at your own expense) with us in recovering a loss. If we reimburse you, we or our designee will be subrogated to all of your rights (i.e., we will be entitled to assert any legal rights you had relating to the claim).

g. Except as expressly provided otherwise in the Service Documentation, neither party nor its Representatives will be liable to the other party for:
   i. Any special, consequential, incidental (including court costs and attorneys' fees), indirect, or punitive losses or damages, or
   ii. Business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation, or loss of anticipated savings, whether any claim is based on contract or tort, or whether the likelihood of these losses or damages was known to the other party and regardless of the form of the claim or action.

h. When you send payments on behalf of your third party customers, you agree you are solely liable to your customers for any and all losses those customers may suffer. We exclude all and any liability of whatever nature (including those losses detailed in subsection g above) arising out of your relationship with your customer.

12. Governing law. The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of (i) the U.S. state in which the office of Bank that maintains the Account is located or, if there is no such state or no account associated with such Service, (ii) the State of New Mexico, without reference to its principles of conflicts of laws ("Governing Law").

13. Arbitration agreement. Agreed upon arbitration language has been added to Commercial Account Agreement, incorporated herein.

14. Jurisdiction. For any proceedings regarding this Agreement (not subject to arbitration as provided in this Agreement), you hereby irrevocably submit to the jurisdiction of the courts of San Juan County, New Mexico, or the federal courts located there and irrevocably agree that all claims in relating to the proceeding may be heard or determined in those courts.

15. Miscellaneous.

a. **Severability**. Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and we will incur no liability to you as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the enforceability or validity of the remaining Service Documentation nor the enforceability or validity of that portion or provision under the law of any other jurisdiction.

b. **Entire agreement.** The Service Documentation (and any documents referred to therein):

i. Constitutes the entire agreement between you and us regarding the Services we provide for all Accounts opened with us, and
ii. Supersedes and extinguishes all prior agreements, understandings, representations and warranties of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to any of our Services (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).

c. **Electronic agreement.** To facilitate execution, the Service Documentation may be executed by a party in the form of an "Electronic Record" (as defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ["ESIGN Act"]). The Service Documentation may be executed in as many counterparts as may be required to reflect all parties' approval, and all counterparts will collectively constitute a single agreement. An "Electronic Signature" (as defined in the ESIGN Act) that can be authenticated will constitute an original and binding signature of a party. The fact that a document is in the form of an Electronic Record or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document.
d. **No waiver.** Neither our failure nor any delay by us in exercising any right or remedy will be deemed to be a waiver of the right or remedy. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.
e. **Third party beneficiaries.** Except as otherwise provided in the Service Documentation, no person or entity other than the parties to this Agreement will be deemed to be a third party beneficiary under the Service Documentation.
f. **Financial condition.** You will provide us promptly upon our request any existing financial statements or other information pertaining to your financial condition or any previously unprepared financial statements which we may require you to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to us.
g. **Your representations and warranties.** You represent and warrant that: (i) you will not use any Service in a manner that would violate any Applicable Law by you or us; (ii) if you employ an agent in connection with its use of any Service, you represent and warrant to us that: (1) your governing body has duly authorized the agent; (2) you will exercise appropriate controls to ensure each authorized agent does not exceed the authority granted to it; and (3) you will preserve the confidentiality of the Log-On Credentials and immediately notify us if you become aware or suspect that any Log-On Credential may have been compromised.
h. **Use of names.** You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release, or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for such use.
i. **Notices and communications.** Either party may provide notice to the other party by mail, personal delivery, or electronic transmission.
    i. You will notify us promptly in writing of any change in your name, Address, legal status, or any other changes relevant to the conduct of the Account or affecting your business relationship with us.
    ii. The term "Address" as used in this Agreement refers to a mailing or electronic address.
    iii. You will use the Address where your relationship manager or other manager is located and will address any notice to the attention of the manager.
    iv. Each party will have a reasonable time after receipt of any notice to act on it.
    v. Any communication or notice to us from your agent about your use of a Service will be deemed to be a communication from you, and you authorize us to communicate with your agent about any such communication or Service.
    vi. We are entitled to rely on any communication or notice from you that we believe in good faith was authorized by your authorized representative or Authorized Agent and, we will have no obligation to verify or authenticate an identity of a sender or signature on any notice or communication, except as expressly provided in the Service Documentation.

16. Survival. Sections 7, 9, 11 - 15 will survive termination of the Services or this Agreement.

Appendix X

Applicable Branches or Subsidiaries of Bank

1. Wells Fargo Bank, N.A., UK Branch
2. Wells Fargo Bank, N.A., Canadian Branch
3. Wells Fargo Bank, National Association, Shanghai Branch
4. Wells Fargo Bank, National Association, Hong Kong Branch

WELLS FARGO

Commercial Account Agreement

Effective May 2022

Contents

01 Welcome to Wells Fargo
02 About this agreement
03 Resolving disputes through arbitration
04 Important legal information
05 Statements and other notices relating to your deposit account
09 Rights and responsibilities
15 Checking and savings accounts
17 Electronic check indemnifications
18 Funds availability policy
20 Available balance, posting order, and overdrafts
21 Additional rules for checks and withdrawals
23 Your account ownership
24 Interest earning accounts
25 Time Accounts (CDs)
26 Electronic banking services
28 Selected services

Welcome to Wells Fargo

Thank you for opening an account with us. We value your relationship and hope we answered all your questions when you opened your account. Please review this account agreement for further details about your account and related services.

What words do we use to refer to you (the customer), Wells Fargo, and this account agreement?

- Customer is "company", "you", "your", or "yours".
- Wells Fargo Bank, N.A. is "Wells Fargo", "bank", "we", "us" or "our".
- This Commercial Account Agreement and the disclosures listed below constitute the "Agreement":
  - The pricing information and other account-related information
  - Our privacy policy
  - Our rate sheets for interest-bearing accounts
  - Any additional disclosures we provide to you about your account and related services

When can you begin using your account?

We will notify you when your account and related services may be used. We reserve the right to restrict use of your account and related services until we have approved your use of the account and services and completed setting them up.

You should not attempt to use your account or provide any information about your account to any third party until we have confirmed that your account is available to process transactions.

© 2022 Wells Fargo Bank, N.A. All rights reserved
Modified for City of Farmington April 2024

About this Agreement

What information does the Agreement contain?

The Agreement:

- Explains the terms of your banking relationship with Wells Fargo and applies to new and existing accounts and services, and
- Replaces all prior deposit agreements including any oral or written representations.

You are responsible for ensuring that any signer on your account is familiar with this Agreement.

We suggest you keep a copy of this Agreement - and any further information we provide you about changes to this Agreement - for as long as you maintain your Wells Fargo accounts.

Words with specific meanings

Certain words have specific meanings as they are used throughout this Agreement. These words and their meanings are defined in this section, and others are found later in this Agreement.

Affiliate

A bank or other entity that is, directly or indirectly, a wholly or substantially owned subsidiary of Wells Fargo & Company.

Account

Any business deposit account or commercial deposit account that is not held or maintained primarily for personal, family or household purposes. Examples of accounts include an account owned by an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a non-profit corporation, an employee benefit plan or a governmental unit including an Indian tribal entity.

Business day

Every day is a business day except Saturday, Sunday, and federal holidays.

Collected balance

The collected balance is the ledger balance in your account less the deposit float.

Deposit float

The deposit float is the total dollar amount of items deposited in your account that has yet to be credited as part of your collected balance as a result of the Bank's or applicable affiliate's collection schedule.

Investable balance

The investable balance is the collected balance in your account less the portion required by law to be held at a Federal Reserve Bank and other adjustments.

Item

An item is an order, instruction, or authorization to withdraw or pay funds or money from your account. Examples include checks, drafts, and electronic transactions, including ACH. Paper items may be referred to as checks in this Agreement.

Ledger balance

The ledger balance is the balance in your account after all debits and credits for the business day have been posted.

Overdraft

An overdraft is a negative balance in your account.

Signer

A person who has your actual or apparent authority to transact business in connection with your account and services. We may rely solely on our records to determine the form of ownership of and the signers on your account.

Are we allowed to change the Agreement?

Yes. We can change the Agreement by adding new terms or conditions, or by modifying or deleting existing ones. We refer to each addition, modification, or deletion to the Agreement as a modification.

Notice of a modification: If we are required to notify you of a modification to the Agreement, we will describe the modification and its effective date by a message in your account statement or by any other appropriate means.

Waiver of a term of the Agreement: If we waive a right related to your account under this Agreement on one or more occasions, it does not mean we are obligated to waive the same right on any other occasion.

How do you consent to the Agreement and any future modifications to the Agreement?

By signing the Agreement or using your account or service, you consent to this Agreement. Continuing to maintain or use the account or service after a modification to the Agreement means that you have consented to the changes.

Can you consent to the Agreement electronically?

Yes. You may consent to the Agreement using your "Electronic Signature", as defined in the Electronic Signatures in Global and National Commerce Act ("ESIGN Act"), and we may accept your Electronic Signature on any other account-related document. Under the ESIGN Act, your Electronic Signature will constitute your original and binding signature. The fact that you sign using your Electronic Signature will not, by itself, be grounds for invalidating the document.

What happens if a term of the Agreement is determined to be invalid?

Any term of the Agreement that is inconsistent with the laws governing your account will be considered to be modified by us and applied in a manner consistent with those laws. Any term of the Agreement that a court of competent jurisdiction determines to be invalid will be modified accordingly. In either case, the modification will not affect the enforceability or validity of the remaining terms of the Agreement.

With whom will we communicate about your account?

We may provide you or a signer with information about your account. When we receive information from a signer, we treat it as a communication from you. You agree to notify us promptly in writing if a signer no longer has authority on your account.

Resolving disputes through arbitration

If the Parties are unable to resolve any dispute within thirty (30) days of the occurrence of the event or circumstances giving rise to the dispute, the dispute may be submitted to mediation upon the mutual agreement of the Parties. In the event the Parties do not agree to mediate the dispute or are unable to resolve the dispute through mediation and the aggregate amount of the claim (including counterclaims) is less than Two Hundred Fifty Thousand Dollars ($250,000), then the dispute must be resolved by binding arbitration. Such arbitration must be governed by the New Mexico Uniform Arbitration Act, § 44-7A-8, *et seq.* (2001), as amended from time to time. A Party demanding arbitration must give the other Party timely notice of such election and such notice must describe the nature of the dispute and the amount in controversy. The Parties must then jointly select an arbitrator and failing such mutual agreement, the arbitrator must be appointed by a District Court Judge from San Juan County, New Mexico. The arbitration must be held in Farmington, New Mexico unless otherwise agreed to by the parties. Discovery must be by agreement of the Parties or as ordered by the arbitrator.

In the event the Parties do not agree to mediate the dispute or are unable to resolve the dispute through mediation, and the aggregate amount of the claim in dispute equals or exceeds Two Hundred Fifty Thousand Dollars ($250,000), then the Parties may agree to submit the matter to binding arbitration under the New Mexico Uniform Arbitration Act, § 44-7A-8, *et seq.* (2001), as amended from time to time, and failing such agreement, either Party may bring an action in the federal or state courts of New Mexico.

All costs of mediation or arbitration, including the fees of the mediator or arbitrator, must be split equally by the Parties, except that the Parties must be responsible for payment of their own attorney fees, expert fees, preparation fees, travel, and similar costs. This agreement to arbitrate must be specifically enforceable under the prevailing arbitration law of the State of New Mexico. Indemnity claims are not subject to mandatory arbitration. Nothing in this section must affect restrict, condition, or otherwise limit a Party's right to terminate this Agreement pursuant to Section 4.

Can either Wells Fargo or you participate in class or representative actions?

No. Wells Fargo and you agree that the resolution of any dispute arising from the terms of this Agreement will be resolved by a separate arbitration proceeding and will not be consolidated with other disputes or treated as a class. Neither Wells Fargo nor you will be entitled to join or consolidate disputes by or against others as a representative or member of a class, to act in any arbitration in the interests of the general public, or to act as a private attorney general. If any provision related to a class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, the entire Arbitration Agreement will be unenforceable.

Important legal information

What laws govern your account?

The laws governing your account include:

- Laws, rules, and regulations of the United States, and
- Laws of the state in which the office that maintains your account is located, without regard to its conflicts of laws principles.

If a different state law applies, we will notify you.

Any funds transfer (including a wire transfer) that is a remittance transfer as defined in Regulation E, Subpart B, will be governed by the laws of the United States and, to the extent applicable, the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, without regard to its conflict of laws principles.

What are our rules on illegal transactions?

You must not use your account or any relationship you may have with us for any illegal purpose, including "restricted transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and its implementing regulation, Regulation GG. In our discretion, we may block or otherwise prevent or prohibit those transactions and, further, we may close the account or end our relationship with you.

Are we your fiduciary?

No. Our relationship to you concerning your account is that of a debtor and creditor. There is no fiduciary, quasi-fiduciary, or special relationship between you and us.

Will any person or entity be considered a third party beneficiary under this Agreement?

No. No other person or entity will be considered to be a third party beneficiary under this Agreement.

Can you use our name or refer to our relationship without our consent?

No. You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior oral or written approval for such use.

What is the controlling language of our relationship?

English is the controlling language of our relationship with you. If there is a discrepancy between our English-language and translated materials, the English version prevails over the translation.

How will we contact you about your account?

For us to service your account or collect any amount you owe, we may contact you by telephone, text, email, or mail. We are permitted to use any address, telephone number or email address you provide. You agree to provide accurate and current contact information and only give us telephone numbers and email addresses that belong to you.

When you give us a telephone number, you are providing your express consent permitting us (and any party acting on behalf of Wells Fargo) to contact you by calling or texting that telephone number. When we call you, you agree that we may leave prerecorded or artificial voice messages. You also agree that we may use automatic telephone dialing systems in connection with calls or text messages sent to any telephone number you give us, even if it is a mobile phone number or other communication service for which the called party may be charged.

What courts may be used to resolve a dispute?

Wells Fargo and you each agree that any lawsuits, claims, or other proceedings arising from or relating to your account or the Agreement, including the enforcement of the Arbitration Agreement and the entry of judgment on any arbitration award, will be venued exclusively in the state or federal courts in the state whose laws govern your account, without regard to conflict of laws principles.

Statements and other notices relating to your deposit account

How do we make account statements and notices available to you?

We will mail, send electronically, or otherwise make available to you an account statement reflecting your account activity for each statement period. We will do the same with notices. We will send all account statements and notices to the postal or electronic address associated with your account.

Combined account statements:To reduce the number of separate account statements you receive each month, we may combine statements if you have more than one deposit account.

If we provide a combined account statement for your accounts, we consider your first account as your primary account. You will receive your account statement at the address listed for your primary account. Statements for accounts in a combined statement will be delivered according to the delivery preference of the primary account.

When are your account statements and notices considered received?

If there is more than one signer on your account, we may send statements and notices to any one of them (unless you have otherwise instructed us in writing). You assume the risk of loss in the mail.

Mailed account statements:When we mail your account statement or notices, we consider it received by you on the second business day after mailing it.

Electronic delivery of account statements:Account statements will be made available through Wells Fargo Business Online® Banking or the Commercial Electronic Office®, as applicable, after the end of the statement period. You will be notified by email that the account statement is available for viewing. We consider the account statement to be delivered to you when it is available online.

What happens if your account statements or notices are returned or undeliverable?

Unless otherwise prohibited by the laws governing this Agreement, your account statements or notices will be considered unclaimed or undeliverable if:

- Two or more account statements or notices are returned to us through the mail because of an incorrect address, or
- We notify you electronically that your account statement or notices are available for viewing at Wells Fargo Business Online® Banking or the Commercial Electronic Office®, as applicable, and we receive email notifications that our message is undeliverable.

  In either event, we may:

  - Discontinue sending account statements and notices, and
  - Destroy account statements and notices returned to us as undeliverable

How can you or Wells Fargo change your address for your account?

Address change requests you make: You can change the postal or email address or other means by which we make your account statements and notices available to you at any time by notifying us of your request by telephone or email. We will act on your request within a reasonable time after we receive it. Unless you instruct otherwise, we may change the postal or email address only for the accounts you specify or for all or some of your other accounts with us.

Address changes we make: We may update your listed address without a request from you if we:

- Receive an address change notice from the U.S. Postal Service,
- Receive information from another party in the business of providing correct address details that your actual address does not match the listed address for your account or card, or
- Identify a need to rely on another address you have provided us.

When are notices you send to us effective?

Any notice from you is effective once we receive it and have a reasonable opportunity to act on it.

What obligations do you have to review account statements and notices and notify us of unauthorized transactions or errors?

You are obligated to:

Examine your account statements and notices promptly and carefully.

Notify us promptly of any errors.

Notify us **within 30 days** after we have made your account statement or a notice available to you of any unauthorized transaction on your account. *Note:* If the same person has made two or more unauthorized transactions and you do not notify us of the first one within this 30-day period, we will not be responsible for unauthorized transactions made by the same wrongdoer.

Notify us **within 6 months** after we have made your account statement or a notice available to you if you identify any endorsements which are unauthorized or missing, or other errors relating to endorsements on your checks.

You can notify us of unauthorized transactions or errors on your account statement by promptly:

- Calling the telephone number listed on your account statement or in notices, or
- Sending us a written report (if instructed by us) as soon as possible, and at least within the specified timeframes.

Funds transfers are subject to different time periods for notification of errors, as described in the "Fund transfer services" part of this Agreement. Common examples of fund transfers are ACH, wire transfers, and Real-Time Payments **(RTP®).**

What happens if you do not notify us of an unauthorized transaction within the time frames specified above?

If you do not notify us of any unauthorized transaction, error, or claim for a credit or refund within the time frames specified above, your account statement or transaction will be considered correct. We will not be responsible for any unauthorized transaction, error, or claim for transactions included in this statement.

When is a check unauthorized?

A check is unauthorized when it is:

- Not signed by a signer on your account, or you have not otherwise authorized or benefitted from it,
- Forged, or
- Altered (for example, the amount of a check or the payee's name is changed).

What happens when you report an unauthorized transaction?

We investigate any reports of unauthorized activity on your account. After you submit a claim, we may require you to:

- Complete and return the claim form and any other documents we require,
- Notify law enforcement, and
- Cooperate fully with us in our investigation.

We can reverse any credit made to your account resulting from a claim of unauthorized transaction if you do not cooperate fully with us in our investigation or recovery efforts, or we determine the transaction was authorized.

Are you responsible for taking reasonable steps to help prevent fraud on your account?

Yes. You agree to take reasonable steps to ensure the integrity of your account and items drawn on your account or deposited to it. You acknowledge that there is a growing risk of losses resulting from unauthorized items. To help prevent fraud and protect your assets, we recommend that you take these preventive measures:

Assign responsibilities for your account to multiple individuals. The individuals who reconcile statements for your account should be different from the individuals who issue items drawn on your account.

Reconcile statements for your account as you receive them; notify us promptly of any problem.

Contact us promptly if you do not receive the statement for your account when you would normally expect to.

Watch for checks cashed out of sequence or made out to cash. These are classic red flags for embezzlement.

Secure your supply of checks at all times. Stolen checks are a common method of fraud.

Periodically reassign accounting duties, such as reconciling your account or making a deposit.

Review your transaction activity for unexpected fluctuations. For example, compare the percentage of cash deposits to total deposit size. Most businesses will maintain a constant average. A large fluctuation might indicate fraud.

Destroy any checks that you do not intend to use.

Use tamper resistant checks at all times.

Notify us promptly when a signer's authority ends so that his/her name can be deleted from our records for your account, and any cards that we have issued to him/her or online access can be cancelled.

Do not sign blank checks.

Obtain insurance coverage for these risks.

This is not an exhaustive list and there may be additional preventive measures you may take to prevent fraud and protect your account.

Protection against unauthorized items

Does Wells Fargo offer services to help prevent fraud on your account?

Yes. We offer services for your account that provide effective means for controlling the risk from unauthorized items.

Examples of these services include:

- Positive Pay, Positive Pay with payee validation, and Reverse Positive Pay
- ACH fraud filter, and
- Payment authorization service.

In addition, we may recommend you use certain fraud prevention practices to reduce your exposure to fraud. Each of these practices is an "industry best practice." Dual custody is an example of an industry best practice. With dual custody, when one user initiates an action, like a payment or a change in the set-up of a service, the action does not take effect until a second user approves the action using a different computer or mobile device than one used to initiate the action.

What are potential consequences if you do not implement a fraud prevention service or industry best practice Wells Fargo has recommended?

If we have expressly recommended you use a fraud prevention service or industry best practice and you either (a) decide not to implement or use the recommended service or industry best practice, or (b) fail to use it in accordance with the applicable service description or other applicable documentation, then you will be treated as having assumed the risk of any losses that could have been prevented or mitigated by correct use of the recommended fraud prevention service or industry best practice.

Lost or stolen checks; unauthorized items

If any of your unissued checks have been lost or stolen, or if you learn that unauthorized items are being issued on your account, you agree to notify us at once. To the extent that your failure to notify us hampers our ability to prevent loss, we will be relieved of any liability for those items. Upon receipt of any notice from you, we - without any liability to you - will dishonor any item you, or any signer, has indicated is unauthorized and may:

- Close your account and open a new account for you, or
- Pay any item presented for payment on your account, provided you have instructed us to pay that item and given us its number.

If we open a new account for you and you have authorized a third party to automatically make regular deposits to or withdrawals from your account (such as wire or ACH transfers), we will have no liability to you if you do not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for you because you did not notify that third party in a timely fashion of the number of your new account.

When does your account become dormant?

Checking accounts, savings accounts, and time accounts *(CDs)*

Generally, your account becomes dormant if you do not initiate an account-related activity for:

- 12 months for a checking account,
- 34 months for a savings account, or
- 34 months after the first renewal for a time account.

An account-related activity is determined by the laws governing your account. Examples of account-related activity are depositing or withdrawing funds at a banking location or ATM, or writing a check which is paid from the account.

Automatic transactions (including recurring and one-time}, such as pre-authorized transfers, payments and electronic deposits (including direct deposits}, set up on the account may not prevent the account from becoming dormant.

What happens to a dormant account?

We put safeguards in place to protect a dormant account which may include restricting the following transactions:

- Transfers by telephone,
- Transfers or payments through Wells Fargo Business Online® Banking or the Commercial Electronic Office®, and
- Wire transfers (incoming and outgoing).

Normal monthly service and other fees continue to apply (except where prohibited by law).

If you do not initiate an account-related activity on the account within the time period as specified by state unclaimed

property laws, your account funds may be transferred to the appropriate state. This transfer is known as "escheat." If your account becomes escheatable, account statements will no longer be available. Your account will be closed. To recover your account funds, you must file a claim with the state.

Rights and responsibilities

What responsibilities do you and Wells Fargo have to each other?

You and we are responsible for complying with the Agreement. We exercise ordinary care when we provide services. When we take a check for processing by automated means, ordinary care does not require us to examine the check. In all other cases, ordinary care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks.

Except to the extent we fail to exercise ordinary care or to comply with the Agreement, you agree to indemnify and hold us harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney's fees and expenses) arising out of or in any way connected with our performance under the Agreement. You agree this indemnification will survive termination of the Agreement.

In no event will either Wells Fargo or you be liable to the other for any special, consequential, indirect, or punitive damages. The limitation does not apply where the laws governing your account prohibit it.

We will not have any liability to you if your account has non-sufficient available funds to pay your items due to actions we have taken according to the Agreement.

Circumstances beyond your control or ours may arise and make it impossible for us to provide services to you or for you to perform your duties under the Agreement. If this happens, neither Wells Fargo nor you will be in violation of the Agreement.

Are you obligated to pay our fees?

Yes. By continuing to maintain your account you agree to pay our fees according to the pricing information.

Why do we charge a recoupment fee?

We assess the recoupment fee to partially recover insurance premiums we pay to the FDIC for deposit insurance. The amount of the recoupment fee appears on the periodic statement or client analysis statement for your account and is based on the monthly average ledger balance you maintain in your account. The recoupment fee is subject to change by us at any time upon prior written notice to you.

Note: The FDIC charges each insured bank a fee to cover its share of the cost of providing deposit insurance to depositors. The FDIC does not charge a bank's depositors for deposit insurance or require banks to pass the cost of deposit insurance on to their depositors. The FDIC does, however, permit a bank to recoup the cost of deposit insurance from its depositors, so long as the fee the bank charges its depositors does not reveal information that could be used to determine the bank's confidential supervisory ratings or mislead depositors by implying the FDIC is charging the fee.

Is your account subject to a deposit balance fee?

We reserve the right to assess a monthly deposit balance fee on the average positive collected balance in your business and commercial deposit account(s) with us. When we assess the deposit balance fee, the amount of the fee will appear on the periodic statement or client analysis statement for your account(s). The deposit balance fee is subject to change by us at any time without notice.

Are you responsible for paying taxes?

Yes. Fees may be subject to state and local sales taxes, which vary by location, and will be assessed as appropriate. You also agree to pay an amount equal to any other applicable taxes, including backup withholding tax.

How do you pay our fees and expenses?

We are permitted to either directly debit your account or invoice you for our fees, expenses, and taxes incurred in connection with your account and related services. We will debit service fees on the day of each calendar month we separately disclose to you, or if that day is not a business day, on the next business day. If there are non-sufficient funds in your account to cover the debit, we may create an overdraft on your account.

If an earnings allowance accrues, do we apply it to your fees and expenses?

Yes. If an earnings allowance accrues on your account, we will apply your accrued earnings allowance to eligible fees and expenses on a monthly basis (unless we otherwise indicate in writing). If both an earnings allowance and interest accrue on your account, the interest may be shown as an offset to the earnings allowance on the client analysis statement for your account. If your earnings allowance exceeds your total maintenance and activity fees for the statement cycle for your account, the excess credit is not paid to you, nor is it carried forward to the following statement cycle. We may debit your account (or any other account you maintain with us) or invoice you for any amount by which the fees and expenses exceed the accrued earnings allowance on your account.

Note: Your earnings allowance is calculated by applying the earnings credit rate to the investable balance available in your account. The earnings credit rate is a variable rate that we may change at any time

May we use the funds in your accounts to cover debts you owe us?

Yes. We have the right to apply funds in your accounts to any debt you owe us. This is known as setoff. When we set off a debt you owe us, we reduce the funds in your accounts by the amount of the debt. We are not required to give you any prior notice to exercise our right of setoff.

A debt includes any amount you owe individually or together with someone else, both now and in the future. It includes any overdrafts and our fees. We may set off for any debt you owe us that is due or past due as allowed by the laws governing your account.

If your account is an unmatured time account, then we may deduct any early withdrawal fee or penalty. This may be due as a result of our having exercised our right of setoff.

If you have a sweep account, you authorize us to redeem your shares in the designated money market fund and apply the proceeds to any amount you owe us. Our right to setoff is in addition to and apart from any other rights under any other security interest you may have granted to us.

Do you grant us a security interest in your accounts with us?

Yes. To ensure you pay us all amounts you owe us under the Agreement (e.g., overdrafts and fees), you grant us a lien on and security interest in each account you maintain with us, including your accounts with any affiliate. By opening and maintaining each account with us, you consent to our asserting our security interest if the laws governing the Agreement require your consent. Our rights under this security interest are in addition to and apart from any other rights under any

other security interest you may have granted to us.

Can Wells Fargo benefit from having the use of funds in customers' non-interest bearing accounts?

Yes. We may use these funds to reduce our borrowing from other sources such as the Fed Funds market, or invest them in short-term investments such as our Federal Reserve Account. This benefit may be referred to as spread. It is not possible to quantify the benefit to us that may be attributable to a particular customer's funds. That's because funds from all customers' non-interest earning accounts are aggregated to reduce our borrowing costs and for investment, and our use of funds may vary depending on a number of factors including interest rates, Federal Funds rates, credit risks, and our anticipated funding needs. Our use of funds as described in this paragraph has no effect or impact on your use of and access to funds in your account.

What is the applicable exchange rate?

The applicable exchange rate is the exchange rate we set and use for you when we convert one currency to another currency. It includes a markup. The markup factors include without limitation costs incurred, market risks, and our desired return. The exchange rate we provide to you may be different from exchange rates you see elsewhere. Foreign exchange markets are dynamic and rates fluctuate over time based on market conditions, liquidity, and risks. We reserve the right to refuse to process any request for a foreign exchange transaction.

What is FDIC "pass-through" insurance?

FDIC "pass-through" insurance is FDIC insurance that could exceed the standard maximum deposit insurance amount (currently $250,000 per depositor in the same ownership right and capacity). When you use your account to hold funds on behalf of third parties who are the beneficial owners of the funds, your account may qualify for FDIC pass-through insurance, provided you meet FDIC account titling and recordkeeping requirements. With FDIC pass-through insurance, each beneficial owner's funds held in your account are aggregated with other funds the beneficial owner holds in accounts with us in the same ownership right and capacity. The beneficial owner's aggregated funds are insured by the FDIC up to the standard maximum deposit insurance amount. Examples of holding funds on behalf of third parties include funds you hold as an agent, nominee, guardian, executor, custodian or funds held in some other capacity for the benefit of others.

What are the FDIC's recordkeeping requirements for pass-through FDIC insurance when your account has "transactional features"?

For any account with "transactional features" you agree to provide the FDIC (a) with the required information about the beneficial owners of the funds in your account, (b) in the required format, (c) within 24 hours of our failure. Your account has "transactional features" when funds can be transferred from the account, as detailed in 12 CFR 370.2U).

What are the consequences if you are unable to provide the FDIC with the necessary data on the beneficial owners of funds in your account in the required format in the specified time frame?

As soon as the FDIC is appointed as our receiver, a hold may be placed on your account so that the FDIC can conduct the deposit insurance determination. This hold will not be released until the FDIC obtains the necessary data to enable it to calculate the deposit insurance. You understand and agree that your failure to provide the necessary data to the FDIC in the required format and in the specified time frame may result in a delay in receipt of insured funds by the beneficial owners of the funds in your account and legal claims against you from the beneficial owners.

Detailed information about the FDIC's requirements for pass-through FDIC insurance coverage are available at the FDIC's website. Notwithstanding other provisions in this Agreement, these three FDIC subsections survive after the FDIC is appointed as our receiver, and the FDIC is considered a third party beneficiary of these subsections.

What are we allowed to do if there is an adverse claim against your account?

An adverse claim occurs when:

- Any person or entity makes a claim against your account funds,
- We believe a conflict exists between or among the signers on your account, or
- We believe a dispute exists over who has account ownership or authority to withdraw funds from your account.

In these situations, we may take any of the following actions without any responsibility to you:

- Continue to rely on the documents we have on file for your account.
- Honor the claim against your account funds if we are satisfied the claim is valid.
- Freeze all or a part of the funds in your account until we believe the dispute is resolved to our satisfaction.
- Close your account and send a check for the available balance in your account payable to you or to you and each person or entity who claimed the funds.
- Pay the funds into an appropriate court.

We also may charge any account you maintain with us for our fees and expenses in taking these actions (including attorney's fees and expenses).

How do we handle legal process?

Legal process includes any levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture or seizure, and other legal process relating to your account.

We are permitted to accept and act on any legal process we believe to be valid, regardless of how and where it is served, including if process is served in locations, states, or jurisdictions other than the jurisdiction in which the account was opened or the account, property, or records are located. We may, but are not required to, provide notice of legal process relating to your account(s).

Any fees or expenses (including attorney's fees and expenses) or losses we incur as a result of responding to legal process related to your account(s) are your responsibility. We may charge these costs to any account you maintain with us.

If you carry special insurance for employee fraud or embezzlement, can we require you to file your claim with your insurance company before making any claim against us?

Yes. If you have special insurance for employee fraud or embezzlement, we reserve the right to require you to file your claim with your insurance company before making any claim against us. In that event, we will consider your claim only after we have reviewed your insurance company's decision, and our liability to you, if any, will be reduced by the amount your insurance company pays you.

Are there any minimum balance requirements or other restrictions?

We may impose minimum balance requirements or other restrictions on your account, which we will disclose to you in writing.

Are we allowed to restrict access to your account?

Yes. If we suspect any suspicious, unauthorized, or unlawful activities, we can restrict access to your account and other accounts with us that you maintain or control.

Are we allowed to convert your account without your request?

Yes. We can convert your account to another type of account (by giving you any required notice).

Are we allowed to terminate or suspend a service related to your account?

Yes. We can terminate or suspend specific services (e.g., wire transfers) related to your account without closing your account and without prior notice to you. You can discontinue using a service at any time.

When can we close your account?

- We reserve the right to close your account at any time.
- If we close your account, we may send the remaining balance on deposit in your account by mail or credit it to another account you maintain with us.
- We will not be liable for any loss or damage that may result from not honoring items or recurring payments or withdrawals that are received after your account is closed.
- After your account is closed, you will remain responsible for any negative balance.

When can you close your account?

You can request to close your account at any time if the account is in good standing (e.g., does not have a negative balance or restrictions such as holds on funds, legal order holds, or court blocks on the account). At the time of your request, we will assist you in withdrawing or transferring any remaining funds, bringing your account balance to zero.

Whether you or we close the account, you agree to maintain on deposit in your account sufficient funds (determined in our sole discretion) to cover outstanding items to be paid from your account, charge-backs including returned deposited items, and our fees and expenses.

All outstanding items need to be processed and posted to your account before you make a request to close. Once the account is closed, items will be returned unpaid.

Any recurring payments or withdrawals from your account need to be cancelled before you make a request to close (examples include bill payments and direct deposits). Otherwise, they may be returned unpaid.

We will not be liable for any loss or damage that may result from not honoring items or recurring payments or withdrawals that are received after your account is closed.

At the time of your request to close:

For interest-earning accounts, your funds stop earning interest from the date of your request.

The Agreement continues to apply.

If you have requested closing your account and a positive balance remains, we may send you a check for the remaining balance.

After your account is closed, you will remain responsible for any negative balance.

Are transactions subject to verification by us?

Yes. All transactions are subject to our verification. This includes cash, items, or other funds offered for deposit for which we have provided a receipt. We do not verify all transactions. We reserve the right to reverse or otherwise adjust, at any time without prior notice to you, any debit or credit we believe we have erroneously made to your account.

Are we required to accept all deposits to your account?

No. We may decline all or part of a deposit, including a cash deposit. Some examples are:

- An item made out to a payee not on your account,
- An item with an endorsement we are unable to verify,
- A check or draft issued on a credit account,
- A very large cash deposit, and
- A non-U.S. item.

When we are unable to verify an endorsement on an item, we can also decline to pay, cash, or send the item for collection. We can require all endorsers to be present and we may require you to deposit the item instead of permitting you to cash it. For non-U.S. items, please see the response to "How do we handle non-U.S. items?". We may require any person wanting to make a cash deposit to provide an acceptable form of identification before we accept the deposit for processing.

Who is responsible to make sure the declared amount of funds offered for deposit is accurate?

It is your responsibility, and we have no obligation to make sure the declared amount of your deposit is accurate. If we find a discrepancy exists between the declared and the actual amount of the funds, we are permitted to debit or credit

your account and we may notify you if any adjustments are made. We are also permitted to use the declared amount as the correct amount to be deposited and to not adjust a discrepancy if it is less than our standard adjustment amount. We are permitted to vary our standard adjustment amount from time to time without notice to you and to use different amounts depending on account type.

You may arrange for us to adjust all discrepancies identified during any verification without using our standard adjustment amount by contacting your relationship manager.

What happens if there is an error in the amount of a deposit?

If you notify us of an error in the amount of a deposit shown on your account statement within 30 days after receiving your account statement or it is made available to you, we will review the deposit and make any adjustment we determine is appropriate, subject to any applicable fees. If you do not notify us during this timeframe, we will consider the deposit amount on your statement to be correct. This means that if the actual amount is less than the amount on the statement, the difference will become your property. If the actual amount is more than the amount shown on the statement, the difference will become our property.

Are we allowed to obtain credit reports or other reports about you?

Yes. We can obtain a credit or other report about you to help us determine whether to open or maintain an account. Other reports we can obtain include information from the following: 1) motor vehicle departments, 2) other state agencies, or 3) public records.

Are we required to obtain a tax identification number certification from you?

Yes. U.S. Treasury regulations require us to determine the tax residency of all customers and payees who could receive income that is reportable to the IRS. We accomplish this by obtaining a Form W-9 from all U.S. taxpayers and a type of Form W-8 from all foreign customers.

- For U.S. taxpayers, the Form W-9 is how we document U.S. tax residency and obtain a Taxpayer Identification Number ("TIN") from the primary owner of each account that earns reportable income. Until we have received the Form W-9 and TIN, we are required to apply backup withholding to that income.
- Foreign individuals (also referred to as nonresident aliens) and foreign entities document their tax residency outside the U.S. on the applicable type of Form W-8. That form also allows us to apply the correct withholding rate or exemption to your income earned in the U.S. If you do not provide a valid type of Form W-8, we are required to apply the 30% withholding rate, or in some cases, presume you are an uncertified U.S. taxpayer subject to backup withholding on all income and gross proceeds regardless of whether or not it is U.S. sourced.
- Accounts jointly owned by at least one foreign individual or entity must provide a Form W-8 or Form W-9 for all of the joint owners.
- Foreign individuals provide a Form W-8BEN. Foreign entities that are the beneficial owner of the income provide a Form W-8BEN-E unless they can make a special withholding exemption claim and instead provide either a Form W-8EXP or Form W-8ECI.
- Entities that act as intermediaries or flow-through entities receiving income on behalf of someone else provide a Form W-81MY. In some cases, that Form W-81MY must also include a withholding statement that allocates the income to each of the beneficial owners and copies of the tax certification documentation for those underlying beneficial owners.

If you own your account as an individual or sole proprietor, upon your death we must be provided with the estate's or successor's IRS Form W-9 or Form W-8. If these are not provided, we may either refuse to pay interest earned on your account from the date of your death or apply backup withholding on the income earned after the date of your death.

When do we share information about your account with others?

Generally, if we do not have your consent, we will not share information about your account. However, we may share information about your account under the following circumstances:

- To comply with the laws governing this Agreement;

- In connection with examinations by state and federal banking authorities;
- To comply with any legal process, including a subpoena, search warrant, or other order of a government agency or court;
- When we determine that disclosure is necessary or appropriate in order to complete a transaction;
- To verify the existence and condition of your account for a third party, such as a merchant or credit bureau;
- To provide information to your legal representative or successor;
- When reporting the involuntary closure of your account;
- When we conclude that disclosure is necessary to protect you, your account, or our interests;
- To our agents, independent contractors, and other representatives in connection with the servicing or processing of your account or account transactions, account analysis, or similar purposes;
- To our affiliates and affiliated companies; and
- If you give your permission.

How do we protect your data?

We are part of an international business with affiliated companies, employees, and service providers (collectively "Personnel") located in the United States and a number of countries around the world. Any information or data we obtain in connection with or relating to your accounts or services, including personal information (collectively "Data"), may be accessed by Personnel in any of these countries. Any of these Personnel will be subject to the requirements of our information security program, which includes policies to protect Data and limit access to those Personnel with a reasonable business need to know.

Are we allowed to monitor and record our communications with you?

Yes. We can monitor, record, and retain your communications with us at any time without further notice to anyone, unless the laws governing your account require further notice.

Monitored and recorded communications include:

- Telephone conversations,
- Electronic messages,
- Electronic records, or
- Other data transmissions.

Is your wireless operator authorized to provide information to assist in verifying your identity?

Yes. As a part of your account relationship, we may rely on this information to assist in verifying your identity.

You authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile phone number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to Wells Fargo with your wireless operator's account profile information for the duration of the business relationship.

Checking and savings accounts

What are the requirements for a correct endorsement?

An endorsement is a signature, stamp, or other mark on the back of a check. If you have not endorsed a check that you deposited to your account, we may endorse it for you. We may also send for collection any unendorsed check that is payable to you that you have deposited to your account.

Are we bound by restrictions or notations on checks?

No. We are not bound by restrictions or notations, such as "void after six months," "void over $50," or "payment in full."

When you cash or deposit a check with a notation or restriction, you are responsible for any loss or expense we incur relating to the notation or restriction.

What is a substitute check?

A substitute check is created from an original check; under federal law, it is legally equivalent to that original check. A substitute check contains an accurate copy of the front and back of the original check and bears the legend: "This is a legal copy of your check." You can use it the same way you would use the original check. As noted in the legend, a substitute check is the same as the original check for all purposes, including proving that you made a payment. Any check you issue or deposit that is returned to you may be returned in the form of a substitute check. You agree that you will not transfer a substitute check to us, by deposit or otherwise, if we would be the first financial institution to take the substitute check, unless we have expressly agreed in writing to take it.

What happens if you breach a warranty associated with an item?

If you breach any warranty you make to us under the laws governing your account with respect to any item, you will not be released or discharged from any liability for the breach so long as we notify you of the breach within 120 days after we learn of the breach. If we fail to notify you within this 120-day period, you will be released from liability and discharged only to the extent our failure to notify you within this time period caused a loss to you.

How do we handle non-U.S. items?

A non-U.S. item is an item 1) payable in a currency other than U.S. dollars or 2) drawn on a financial institution that is not organized under U.S. law. We are not required to accept a non-U.S. item for deposit to your account or for collection. We may accept non-U.S. items on a collection basis without your specific instruction to do so. We can reverse any amount we have credited to your account and send the item on a collection basis even if we have taken physical possession of the item.

If we accept a non-U.S. item, the U.S. dollar amount you receive for it will be determined by our applicable exchange rate that is in effect at the time of deposit or our receipt of final payment (less any associated fees) of the collection item. If the non-U.S. deposited item is returned unpaid for any reason, we will charge the amount against your account (or any other account you maintain with us) at the applicable exchange rate in effect at the time of the return. For information on the applicable exchange rate, see "What is the applicable exchange rate?" in the "Rights and responsibilities" section of this Agreement.

Our funds availability policy does not apply to a non-U.S. item.

What is our responsibility for collecting a deposited item?

We are responsible for exercising ordinary care when collecting a deposited item. We will not be responsible for the lack of care of any other bank involved in the collection or return of a deposited item, or for an item lost in collection or return.

What happens if we send an item for collection?

We may, upon notice to you, send an item for collection instead of treating it as a deposit. This means that we send the item to the issuer's bank for payment. Your account will not be credited for the item until we receive payment for it.

Our funds availability policy does not apply to an item we accept for collection.

What happens when a deposited or cashed item is returned unpaid?

We can deduct the amount of the deposited or cashed item from your account (or any other account you maintain with us). We can do this when we are notified that the item will be returned. We do not need to receive the actual item (and usually do not receive it). We can do this even if you have withdrawn the funds and the balance in your account is not sufficient to cover the amount we hold or deduct and your account becomes overdrawn. In addition, we will charge you all applicable fees and reverse all interest accrued on the item.

We may place a hold on or charge your account for any check or other item deposited into your account if a claim is made or we otherwise have reason to believe the check or other item was altered, forged, unauthorized, has a missing signature, a missing or forged endorsement, or should not have been paid, or may not be paid, or for any other reason. When the claim is finally resolved, we will either release the hold or deduct the amount of the item from your account. We are not legally responsible if we take or fail to take any action to recover payment of a returned deposited item.

What happens when an electronic payment is reversed?

We may deduct the amount of an electronic payment credited to your account (e.g., direct deposit) that is reversed. We can deduct the amount from any account you have with us at any time without notifying you. You agree to promptly repay any overdrafts resulting from the reversed payment.

Are you responsible for assisting in reconstructing a lost or destroyed deposited item?

If a deposited item is lost or destroyed during processing or collection, you agree to provide all reasonable assistance to help us reconstruct the item.

Electronic check indemnifications

What warranties do we provide for electronic checks and electronic returned checks?

An "electronic check" and an "electronic returned check" mean an electronic image of, and electronic information derived from, a paper check or a paper returned check. When we transfer or present an electronic check or electronic returned check, we provide the following warranties:

- Image Quality Warranty: We guarantee that the electronic image of a check accurately represents all of the information on the front of the check as of the time that the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of a check.

- No Double Debit Warranty: We guarantee that the warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to make payment on a check that it has already paid.

When we transfer an electronic check for collection or payment, we make the image quality warranty and the no double debit warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. When we transfer an electronic returned check for return, we make the image quality warranty and the no double debit warranty to the transferee returning bank, the depository bank, and the owner.

What indemnities are applicable to electronic checks and electronic returned checks?

You will indemnify, defend, and hold us harmless from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "losses and liabilities") by us arising directly or indirectly from or related to the transfer or return of an electronic check or an electronic returned check on your behalf. If we suffer any losses or liabilities arising directly or indirectly from or related to a breach of either the image quality warranty or the no double debit warranty, you will reimburse us and not hold us responsible or liable.

What indemnities are applicable to remote deposit capture services?

By providing the remote deposit capture service to you, we are required to indemnify and reimburse a depository bank that accepts the original check from which an electronic check is created for losses incurred by that depository bank if the loss is due to the check having already been paid. If we suffer any losses or liabilities arising directly or indirectly from or related to that type of depository bank indemnity obligation, you will indemnify and reimburse us and not hold us

responsible or liable.

What indemnities are applicable to electronically created items?

If we transfer or present an "electronically created item" and receive settlement or other consideration for it, we are required to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against losses that result from the fact that:

- The electronic image or electronic information of the electronically created item is not derived from a paper check;
- The person on whose account the electronically created item is drawn did not authorize the issuance of the electronically created item or to the payee stated on the item; or
- A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically created item in such a way that the person is asked to make payment based on an item or check it has paid.

If we suffer any losses or liabilities arising directly or indirectly from or related to that type of electronically created item indemnity obligation, you will indemnify and reimburse us and not hold us responsible or liable.

Funds availability policy

When can you withdraw funds?

Our funds availability policy is to make funds from your checking deposit available to you on the first business day after the day we receive your deposits.

Funds from the deposits listed below are available on the first business day after the day of your deposits, if you make the deposit in-person to one of our employees or agents and you use a special deposit slip we provide:

- State and local government checks that are payable to your company.
- Cashier's, certified, and teller's checks that are payable to your company where we are not the issuer or drawee.

While we generally make funds from your check deposits available to you on the first business day after the day we receive the deposits, our policy makes funds available according to an availability schedule or schedules we provide or make available to you, subject to, among other things, the location of the deposit transaction or the manner in which the deposit is made.

Our funds availability policy relating to other types of deposits is described below. If we delay the availability of a deposit, the length of the delay varies depending on the type of deposit as explained below.

Once they are available, you can withdraw the funds in cash. We will use the funds to pay checks and other items presented for payment and applicable fees that you have incurred.

When is your deposit considered received?

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before our established cutoff time on a business day that we are open, we will consider that day to be the day your deposit is received by us. For deposits granted same calendar day availability as described below, the calendar day you make the deposit will be considered the day of deposit. For all other deposits, if you make a deposit after our cutoff time or on a day we are not open, we will consider the day your deposit is received by us to be the next business day we are open.

Our established cutoff time is when a branch closes for business and may vary by location. The cutoff time for checks deposited at a Wells Fargo ATM is 9:00 p.m. local time (8:00 p.m. in Alaska).

Any deposits placed in a "night depository" before the established deadline on a business day we are open will be credited to your account by the close of business that day. Deposits placed in the "night depository" after the established

deadline will be credited to your account by the close of the next business day we are open.

Same business day availability

The following deposits will be available on the business day we receive the deposit:

- Incoming wire transfers.
- Electronic direct deposits.
- Cash deposited at a teller window.
- Checks drawn on us.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit. For example, if we receive your mailed deposit on Monday, the funds will be available on Wednesday.

Longer delays may apply.

In some cases, we will not make all the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check you deposit, funds may not be available until the second or third business day after the day of your deposit. The first $225 of your deposit, however, may be available on the first business day after the day of your deposit.

Except as otherwise explained in this paragraph, if we are not going to make all funds from your deposit available on the business day of deposit or the first business day after the day of deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to a Wells Fargo employee, or if we decide to take this action after you have left the premises, we will mail you the notice by the first business day after we receive your deposit.

If you need the funds from a deposit right away, you may ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last 6 months.
- There is an emergency, such as a failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The funds will generally be available no later than the seventh business day after the day of your deposit.

Holds on other funds (check cashing)

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cash would have been available if you had deposited it.

Holds on other funds (other account)

If we accept a check for deposit that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us.

The funds in the other account would then not be available until the time periods that are described in this policy.

Available balance, posting order, and overdrafts

How do we determine your account's available balance?

- Your account's available balance is our most current record of the amount of money in your account available for your use or withdrawal. We use the available balance to process your transactions during the day (e.g., wire transfers and other electronic transactions). We also use the available balance when we process your transactions during our nightly processing. We calculate your available balance as follows: We start with the ending daily account balance from our prior business day nightly processing that includes all transactions deposited to or paid from your account.

- We subtract from this balance any holds placed on a deposit to your account and any holds placed due to legal process.

- We add pending deposits that are immediately available for your use (including cash deposits, electronic deposits, and the portion of a paper check deposit we make available; see "Funds availability policy" section for details).

- We subtract pending withdrawals we have either received (such as wire transfers and other electronic transactions) or are known to us (such as your checks we receive for payment from your account) but have not processed.

How do we post transactions to your account?

We post transactions each business day (Monday through Friday except federal holidays) during our nightly processing. Once we process a transaction, we post the results to your account. There are three key steps to this process. The most common types of transactions are processed as described below.

1. **We determine the available balance in your account (as described above) that we can use to pay your transactions.**
2. **We sort your transactions into three categories: deposits, "must-pay" transactions, and checks and certain ACH payments.**

   - **Deposits.** We credit your account for deposits, including cash and check deposits and incoming electronic transfers, received before the cutoff time at the location the deposit or transfer was made.

   - **"Must-pay" transactions.** A "must-pay" transaction is a withdrawal/payment we have previously authorized and cannot return unpaid, such as account transfers, and teller-cashed checks. If we receive more than one of these transactions for payment from your account, we will generally sort and pay them based on the date and time we received them. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount.

   - **Checks and certain ACH payments.** Finally, we use your remaining funds to pay to pay your checks and preauthorized ACH payments (such as bills you pay by authorizing a third party to withdraw funds directly from your account). If there is more than one of these types of transactions, they will be sorted by the date and time we received them. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount.

3. **If the available balance in your account is not enough to pay all of your transactions, we will decide whether to pay your transaction and overdraw your account or return your transaction unpaid.**

- **Important Note:** When we receive multiple transactions on the same day and the available balance in your account is not enough to pay all the transactions, we reserve the right to choose the order in which we pay the transactions, including paying the highest dollar amount first or in any other order we determine in our sole discretion.

What is your responsibility if your account has an overdraft?

If you have an overdraft on your account (including transactions we have paid on your behalf into overdraft, plus any fees), you must promptly make a deposit or transfer to return your account to a positive balance.

Additional rules for checks and withdrawals

What identification do we request to cash items presented over the counter by a non-customer?

For these transactions, we require acceptable identification, which can include a fingerprint from the person presenting your item. We may not honor the item if the person refuses to provide us with requested identification.

Are there special rules if you want to make a large cash withdrawal or deposit?

We may place reasonable restrictions on a large cash withdrawal. These restrictions include requiring you to provide five business days' advance notice to ensure we have sufficient cash on hand. We do not have any obligation to provide security if you make a large cash withdrawal. If you want to deposit cash for a very large amount, we have the right to require you to provide adequate security or exercise other options to mitigate possible risks.

Can you perform transactions at an affiliate?

Yes. You may make deposits to and withdrawals from your account at an affiliate, provided the affiliate agrees. If you make a deposit to your account at an affiliate, that affiliate's collection schedule and funds availability policy will determine when the deposited funds will be considered collected and available. If an affiliate cashes an item for you, we may place a hold on your account for a corresponding amount of funds. If the item is later returned to the affiliate for any reason, we may debit one or more of your accounts for the amount of the item.

Are we responsible for reviewing checks for multiple signatures?

No. We are not responsible for reviewing the number of signatures on your account. We do not accept any duty to enforce multiple signature requirements. If you indicate that more than one signature is required, this indication is for your own internal procedures and is not binding on us.

Are we required to honor dates and special instructions written on checks?

No. We may, without inquiry or liability, pay a check even if it:

- Has special written instructions indicating we should refuse payment (e.g., "void after 30 days" or "void over $100");
- Is stale-dated (i.e., the check's date is more than 6 months in the past), even if we are aware of the check's date;
- Is post-dated (i.e., the check's date is in the future); or
- Is not dated.

We may also pay the amount encoded on your check in U.S. dollars, even if you wrote the check in a foreign currency or made a notation on the check's face to pay it in a foreign currency. The encoded amount is in the line along the bottom edge of the front of the check where the account number is printed.

Can you use a facsimile or mechanical signature?

Yes. If you use a facsimile or computer-generated signature and/or a logo (including a stamp), any item appearing to use your facsimile or computer-generated signature and/or logo will be treated as if a signer on your account had actually signed it.

Are we liable for paying a consumer ACH debit entry on your account?

No. Under the ACH operating rules, certain types of ACH debit entries may only be presented on a consumer account ("a consumer ACH debit entry"). We will have no obligation to pay, and no liability for paying, any consumer ACH debit entry on your account.

What is the acceptable form for your checks?

Your checks must meet our standards, including paper stock, dimensions, and other industry standards. Your checks must include our name and address, as provided by us. Certain check features, such as security features, may impair the quality of a check image that we or a third party create.

We reserve the right to refuse checks that do not meet these standards or cannot be processed or imaged using our equipment. We are not responsible for losses that result from your failure to follow our check standards.

How do you reorder checks?

You can reorder checks by mailing the reorder form enclosed in your current order of checks or by calling us at the telephone number shown on your account statement. If you or a third party prints its items, we shall have no liability to you if we are unable to process these checks by automated means.

How do you stop payment on a check?

You may request a stop payment on your check in a time and manner allowing us a reasonable opportunity to act on it before we pay, cash, or otherwise become obligated to pay your check.

Each stop payment order is subject to our verification that we have not already paid or otherwise become obligated to pay the check from your account. This verification may occur after we accept your stop payment order.

In order to issue a stop payment order on a check, we request the following information:

- Your bank account number,
- The check number or range of numbers,
- The check amount or amounts,
- The payees' names, and
- The date on the check.

We are not responsible for stopping payment on a check if you provide incorrect or incomplete information about the check. We are also not responsible if we do not pay a check for which a valid stop payment order is in effect.

What is the effective period for a stop payment order?

A stop payment order on an item is valid for 6 months. We may pay a check once a stop payment order expires. If you do not have our STOP AUTO-RENEWAL Service on your account, you must place a new stop payment order if you do not want it to expire. We treat each renewal as a new stop payment order. We will charge you for each stop payment order you place (as well as each renewal).

If you have our STOP AUTO-RENEWAL Service on your account, your stop payment order renews annually for up to six 12- month periods, unless you otherwise notify us in writing.

How do you cancel a stop payment order?

To cancel a stop payment order, we must receive your request in a time and manner allowing us a reasonable opportunity to act on it.

Are you still responsible if we accept a stop payment on a check?

Yes. Even if we return a check unpaid due to a stop payment order, you may still be liable to the holder (e.g., a check cashing business) of the check, and potentially additional amounts that the holder may be due under the laws governing

this Agreement.

How can you prevent a post-dated item from being paid before its due date?

A post-dated item is an item you issue with a date in the future. We are not responsible for waiting to honor the item until that date, unless you instruct us to do so through the use of a stop payment order for the item. You are responsible for notifying us to cancel the stop payment order when you are ready to have that item paid.

How do you stop payment for preauthorized electronic fund transfers?

For information on placing a stop payment order on an ACH debit entry, please refer to "Fund transfer services" In the "Electronic banking services" section of this Agreement.

Your account ownership

Can you assign ownership of your account?

No. No assignment of your account will be valid or binding on us, and we will not be considered to have knowledge of it, until we consent and the assignment is noted in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your account is subject to our setoff rights.

What if an owner does not sign account documentation?

If a customer identified in our records as an owner or a co-owner of an account does not sign the account application or other account-related documentation, it does not prevent us from treating the customer as an owner or a co-owner of that account; we are not liable to anyone as a result.

Are all joint owners responsible for liabilities on your account?

Yes. All joint owners are each individually and jointly responsible for any overdraft on your account, regardless of who caused or benefited from the overdraft. If there is a setoff, an enforcement of our security interest in your account, or legal action (such as a third party garnishment, seizure, forfeiture, or tax levy) affecting any co-owner, we have the right to treat all funds in the account as belonging to the customer against whom the setoff, enforcement of the security interest, or other legal action is directed. If your account is closed for unsatisfactory handling, we may report all joint owners to the consumer reporting agencies.

What happens upon death or incompetence of a signer or account owner?

Please notify us promptly if you learn or suspect an account owner or signer has been declared incompetent by a court or a legal authority, or has died. When we receive proper notice, we may:

- Freeze the account until we receive documents verifying the incapacity or death and instructions for the funds remaining in the account,
- Pay (without inquiring) any item authorized by the account owner before being declared incompetent or dying,
- Return or reverse deposits made to the account, and
- Apply funds in the account to any debt the account owner owes us before recognizing the rights to any remaining funds of a surviving joint owner or other person.

If we are liable for taxes because we released funds in an account after the account owner's death, the account owner's estate is responsible for reimbursing us for those taxes.

Upon notifying us of the death or incompetence of a business owner, the business entity will need to provide documentation evidencing any change in the ownership or control of the entity following applicable legal formalities.

Interest earning accounts

What interest rate applies to an interest earning account?

When you open an interest earning account, we will provide you with the current interest rate and Annual Percentage Yield (APY) for your account. Interest earning accounts earn interest at a variable rate, except time accounts. We may change the interest rate for variable-rate accounts at any time. The interest rate may vary depending on your daily balances.

How do we calculate earned interest?

We may use either the daily balance method or the average daily balance method to calculate interest. Unless we have specified otherwise in writing, we will use the daily balance method to calculate interest. The daily balance method applies a daily periodic rate to principal each day.

The average daily balance method applies a periodic rate to the average daily collected balance for the period. The average daily balance is calculated by adding principal each day and dividing by the number of days in the period.

If your account is a tiered-rate account, we may pay the same interest rate on more than one tier.

When does a deposit begin accruing interest?

Cash deposits begin accruing interest the same business day a deposit is credited to your account. If you deposit an item such as a check, interest begins accruing on the business day we receive credit for the item.

Is interest compounded and when is it credited?

Interest will compound on a daily basis. For checking and savings accounts, interest will be credited on a monthly basis. For time accounts, we will notify you separately as to the frequency with which interest will be credited to your account.

Can you specify a target balance on your accounts?

Yes. If you maintain multiple accounts with us, you may, with our consent, designate in writing one of these accounts as your "principal account" and one or more additional accounts as "target balance accounts." For each target balance account, you will separately specify to us in writing the ledger balance or collected balance which you wish to maintain in that account (the "target balance"). At the end of each business day, we will determine the applicable balance on deposit in each target balance account. If the applicable balance in a target balance account is greater than its target balance, we will transfer to the principal account the funds necessary to bring the applicable balance to the target balance. If the applicable balance is less than the target balance, we will transfer to the target balance account the funds necessary to bring the applicable balance to the target balance. We may, but will not be required to, transfer funds even if the transfer would create an overdraft or exceed the collected balance on deposit in the principal account.

When are interest adjustments disclosed in your account statement?

An interest adjustment may be reflected on your account statement in a month later than the month in which it occurs.

What is the difference between Annual Percentage Yield (APY) and Annual Percentage Yield Earned (APYE)?

- The Annual Percentage Yield (APY) is a percentage rate reflecting the total amount of interest paid on an account based on the interest rate and the frequency of compounding for a 365-day period.
- The Annual Percentage Yield Earned (APYE) is an annualized rate that reflects the relationship between the amount of interest actually earned on your account during the statement period and the average daily balance in the account for the statement period.

We calculate both your APY and APYE according to formulas established by federal regulations. The APYE appears on your account statement.

Do we have the right to require 7 days written notice before you withdraw money from your savings account?

Yes. We have the right to require 7 days written notice before you withdraw money from your savings account.

Time accounts (CDs)

What are time accounts?

Time accounts include deposits which are payable at the expiration of a specified term, no less than seven calendar days after the date of deposit. We may also refer to a time account as a CD or a Certificate of Deposit, even though we do not issue a paper certificate when opening the account or require a paper certificate to close the account. The time account's maturity date is the last day of the term for the time account. The maturity date is printed on your receipt.

When can you withdraw funds from your time account?

You may withdraw funds from your time account on the maturity date without a penalty. You may also generally withdraw funds without a penalty within the seven calendar days after the maturity date (grace period). You may be charged a penalty if you make a withdrawal at any other time.

How is the early withdrawal penalty assessed?

If you withdraw funds from your time account before the maturity date, an early withdrawal penalty will be assessed. For terms:

- Less than three months (or less than 90 days), the fee is one month's interest.
- Three months (or 90 days) through 12 months (or 365 days), the fee is three months' interest.
- Over 12 months through 24 months, the fee is six months' interest.
- Over 24 months, the fee is 12 months' interest.

The minimum fee is $100.

The early withdrawal penalty is based on the principal amount withdrawn, at the interest rate on your time account at the time of withdrawal. For purposes of determining the amount of the early withdrawal penalty, one month's interest is equal to one year's interest - at the interest rate in effect at the time of withdrawal - divided by 12. The amount of the early withdrawal penalty is deducted from earned interest. If the penalty is greater than the earned interest, the difference is deducted from the principal. In no event will the early withdrawal penalty for a withdrawal during the first six days after the date of deposit be less than seven days' simple interest.

Can you deposit additional funds into your time account?

You can only deposit additional funds during the grace period.

Will your Annual Percentage Yield (APY) change if you withdraw interest before maturity?

The APY we disclose to you assumes the interest you earn will remain on deposit until your time account matures. If you withdraw your earned interest before maturity, your account will earn less interest over time and the actual APY will be less than the disclosed APY.

How does your time account renew?

Your time account will automatically renew at maturity:

- Typically for a similar term unless we inform you prior to maturity of a different term; and
- At our interest rate in effect on the maturity date for a new time account of the same term and amount, unless we have notified you otherwise.

Electronic banking services

Fund transfer services

The following terms and conditions apply to funds transfers to or from your account. These terms and conditions are in addition to, and not in place of, any other agreements you have with us about funds transfers. The terms "funds transfer," "funds-transfer system," "payment order," and "beneficiary" are used here as defined in Article 4A of the Uniform Commercial Code, as adopted by the state whose laws govern this Agreement.

Rules of funds transfer systems

Funds transfers to or from your account will be governed by the rules of any funds transfer system through which the transfers are made, including Fedwire, the National Automated Clearing House Association, the Electronic Check Clearing House Organization, any regional association (ACH), the Clearing House Interbank Payments System (CHIPS), the Society for Worldwide Interbank Financial Telecommunications (SWIFT), and the RTP system (RTP System).

We are under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our violation of applicable law, including requirements of the U.S. Department of the Treasury's Office of Foreign Assets Control and the Financial Crimes Enforcement Network.

Sending funds transfers

In acting on your transfer instructions, we may use any means of transmission, funds transfer system, clearing house, or intermediary bank that we reasonably select.

Notice of funds transfers

We will notify you of funds electronically debited from or credited to your account through the account statement covering the period in which the transaction occurred. We are under no obligation to provide you with any additional notice or receipt

Reliance on identification numbers

- If a payment order or other instruction to transfer funds describes the party to receive payment inconsistently by name and account number, we may make the payment based on the account number, even if it identifies a party different from the named recipient.
- If an instruction or order to transfer funds describes a participating financial institution inconsistently by name and identification number, we may rely on the identification number as the proper identification of the financial institution.

Duty to report unauthorized or erroneous funds transfers

You will exercise ordinary care to determine whether a funds transfer to or from your account was either not authorized or erroneous. You will also notify us of the facts within a reasonable time, not exceeding 14 days after you have received your account statement from us on which the funds transfer appears or you otherwise have notice of the funds transfer, whichever is earlier. You must notify us within 14 days to be entitled to a refund from us. If you do not notify us within 14 days, we will be entitled to retain payment for the funds transfer.

Erroneous payment orders

We have no obligation to detect errors you make in payment orders - for example, an instruction to pay a beneficiary not intended by you, or to pay an amount greater than the amount you intended, or a transmission of a duplicate payment order previously sent by you. If we detect an error on one or more occasions, we will not be obligated to detect errors in any future payment order.

ACH transactions

In addition to the other terms in the Agreement, the following terms and conditions apply to payments to or from your account that you transmit through an ACH:

- Your rights for payments to or from your account will be based on the laws governing your account.

- When we credit your account for an ACH payment, the payment is provisional until we receive final settlement through a Federal Reserve Bank or otherwise receive payment.
- If a payment is credited to your account and we do not receive final settlement or payment, we are entitled to a refund from you for the amount credited to your account.
- You authorize any Originating Depository Financial Institution (ODFI) to initiate, according to ACH Operating Rules, ACH debit entries to your account for presentment or re-presentment of items written or authorized by you.

Reversal or return of ACH transactions

Under the ACH Rules, we can return any non-consumer ACH debit entry as unauthorized until midnight of the business day following the business day we post the entry to your account. (For example, if we post the entry on Tuesday, we can return it up to midnight on Wednesday.) For us to meet this deadline, you are required to notify us to return any non-consumer ACH debit entry as unauthorized by the cutoff time we separately disclose. The cutoff time is currently 3:00 PM Central Time. (In the example above, you would need to notify us by 3:00 PM Central Time on Wednesday).
If you do not notify us in a timely manner of the unauthorized non-consumer ACH debit entry, we will not be able to return it without the cooperation and agreement of the originating bank and the originator of the debit entry. Any other effort to recover the funds must occur solely between you and the originator of the entry.

Stop payment orders on ACH debit entries

You may request a stop payment order for an ACH debit entry that has not already been paid from your account. An "ACH debit entry" is an order or request for the withdrawal of money from your account through ACH. To be effective, a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it. If you provide oral instructions to stop payment on an ACH debit entry, we may require confirmation in writing. If that written confirmation is not received, we may remove the stop payment order after 14 days. An instruction to revoke a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it.

To place a stop payment order on an ACH debit entry, you must provide:
- Your account number,
- Amount of the ACH debit entry,
- Effective date of the ACH debit entry, and
- Name associated with the originator of the debit entry.

We may request additional information and may use only a portion of the required information to identify the ACH debit entry. We may be able to place a stop payment order based on the company identification number of the originator of the ACH debit entry, but this may stop all ACH entries received from this sender.

Additional information on ACH debit entries

Any information provided by you that is incorrect or subject to change (for example, if the originator changes its company identification number or individual identification number) may result in payment of the ACH debit entry. You acknowledge this risk and agree that you are responsible for notifying the originator of the ACH debit entry that your authorization has been revoked. You agree to indemnify and reimburse us and hold us harmless from and against any loss incurred by us as a result of our paying an ACH debit entry if any of the information relied on in the stop payment order is incorrect or incomplete (or as a result of us not paying an ACH debit entry for which a valid stop payment order is in effect).

Receiving RTP payments

The following additional terms apply to any real-time payments we receive for credit to your account through the RTP System. The terms "sender," "receiver," and "sending participant" are used here as defined in the System Rules governing RTP payments ("RTP Rules"). In addition to the RTP Rules, RTP payments will be governed by the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, as applicable, without regard to its conflict of laws principles.

- The RTP System may be used only for eligible payments between a sender and receiver with accounts located in the

United States. You may not send or receive payments on behalf of any person or entity not domiciled in the United States. RTP payments that are permitted under the RTP Rules and our requirements will be considered eligible payments for purposes of this Agreement.

- RTP payments cannot be cancelled or amended by the sender. If we receive a message from a sending participant requesting return of an RTP payment received for credit to your account, we may notify you of that request. You are not obligated under the RTP Rules to comply with any such request for return of funds. Any dispute between you and the sender of an RTP payment should be resolved between you and the sender.
- If you do not wish to accept an RTP payment received for credit to your account, you may request that we return that payment to the sender. We may, at our sole discretion, attempt to honor that request, but will have no liability for our failure to do so.
- RTP payments are typically completed within 30 seconds of transmission of the RTP payment by the sender, unless the RTP payment fails or is delayed due to a review by us or the sending participant, such as for fraud, regulatory, or compliance purposes. Transaction limits imposed by the RTP System or sending participant may also prevent RTP payments from being received for credit to your account.

Selected services

Stagecoach Deposit® - ATM Deposit Only Card Service.

You may elect to use Wells Fargo's *Stagecoach Deposit®* Deposit Only Card Service by completing and returning to us the setup form for the service. This service allows you to make deposits to your account using a Stagecoach Deposit® ATM Deposit Only card ("Deposit Card") at a designated Wells Fargo ATM ("ATM") or in a Wells Fargo branch.

When you make deposits at a designated Wells Fargo ATM, you will make those deposits according to the instructions we provide. You will gain access to the ATM using the Deposit Card and a Personal Identification Number ("PIN"); you assume the risk of misuse of both. We will provisionally credit each deposit to your account based on the amount you key into the ATM. Your ATM deposits are subject to the standard cut-off time established for the ATM into which the deposit was made and our funds availability policy applicable to your account. If the dollar amount of your deposit - as determined by us - differs from your total (as shown on your ATM receipt), we will send you a statement showing the amount of this difference. You agree that our count of the dollar amount of your deposit will be conclusive and binding on you. You will have full responsibility for each deposit and its contents until the deposit has been completely and physically accepted into the ATM. If you claim any portion of a deposit was lost or stolen while in our custody, you acknowledge that you have the burden of proving your claim. If you order supplies for the ATM Deposit Service through the ATM, you authorize us to initiate debits to your account and credits to the accounts of third party vendors to cover the cost of those supplies provided to you. Those transfers may be processed through an automated clearing house or any other means chosen by us, and will be subject to the rules of the funds transfer system used by us. Your authorization for the transfers will remain in full force and effect until we have received written notification from you of its termination in a time and manner as to afford us and any third-party vendor a reasonable opportunity to act on it.

Stagecoach Deposit® - Post Verify Service.

If you elect to use our Stagecoach Deposit® - Post Verify Service, you will prepare, package, and deliver Stagecoach deposits to us according to our instructions. We will provisionally credit your account for the currency shown on the deposit ticket enclosed in your Stagecoach deposit bag as follows:

- Same day credit for deposits delivered to one of our offices before that office's cut-off time on any business day we are open or for deposits placed in night depository before 6:00 a.m. on any business day we are open; or
- Next business day credit for deposits delivered to one of our offices on any business day we are open on or after the office's cut-off time or on any non-business day.

All Stagecoach deposits are subject to our acceptance and verification. We will verify the currency in your Stagecoach deposit bag either at a later time in our office or when your Stagecoach deposit bag is delivered to our cash vault. Checks will be verified when they are delivered to our check processing center. We reserve the right to adjust (debit or credit) your

account if we determine that the amount shown on your deposit ticket is incorrect. Because the frequency of armored courier transportation from our offices to our vaults varies from office to office, the time it takes to verify your Stagecoach deposit may vary, depending on the office to which your Stagecoach deposit bag is delivered. In most cases, adjustments will be made and notification will be sent within three business days. Adjustments will be effective when they are processed.

Overdraft Protection

This is an optional service you can add to an eligible checking account by linking up to two eligible accounts (one savings, one credit). We will use available funds in your linked account(s) to authorize or pay your transactions if you don't have enough money in your checking account. If you link two accounts, you may tell us which account to use first to transfer/ advance funds. If you do not specify an order, we will first transfer funds from your linked savings account.

- **Transfers from linked savings account.** If the available balance in your savings account is $25 or more and can cover the overdraft, we will transfer the exact amount needed or a minimum of $25. If the available balance in your savings account is less than either $25 or the amount needed, we will transfer the available balance.

- **Advances from linked credit card or line of credit account.** If the available credit in your credit card account is $25 or more and can cover the overdraft, we will advance the exact amount needed or a minimum of $25. If the available credit in your credit card account is less than either $25 or the amount needed, we will advance the available credit. Advances from an eligible linked Wells Fargo line of credit will be made in increments of $100 or $300 (See your Credit Account Agreement for specific details).

Debit Card Overdraft Service

Debit Card Overdraft Service allows us to approve (at our discretion) your ATM and everyday (one-time) debit card transaction(s) if you do not have enough money in your checking account or in accounts linked for Overdraft Protection at the time of the transaction. With this service, ATM and everyday (one-time) debit card transactions may be approved into overdraft at our discretion and an overdraft fee may apply. If you make a covering transfer or deposit (subject to our funds availability policy) by the posted cutoff time on the same business day as the transaction, no fees will be assessed. Debit Card Overdraft Service does not apply to checks and other transactions such as Bill Pay, ACH, or recurring debit card transactions (such as utilities or health club memberships). We may continue to authorize or pay these transactions into overdraft, at our discretion, and our standard overdraft fees and policies will apply.

If Debit Card Overdraft Service is not added and there is not enough money in your checking account or accounts linked for Overdraft Protection, your ATM and everyday (one-time) debit card transactions will be declined, and there will be no fees for declined transactions. If the service is not added and your ATM or everyday (one-time) debit card transaction creates a negative balance during posting, there will not be an overdraft fee.

Debit Card Overdraft Service is automatically added to eligible business accounts at account opening.

You can add or remove the service at any time. Debit Card Overdraft Service is not available for certain accounts, such as accounts for government entities or savings accounts. Debit Card Overdraft Service is a discretionary service that we may remove for a variety of reasons including excessive overdrafts or returned items, as we determine.Wells Fargo's standard overdraft coverage

Our standard overdraft coverage is when, at our discretion, we pay items, such as checks or automatic payments (e.g., ACH payments) into overdraft rather than returning them unpaid. You can request to remove our standard overdraft coverage from your account by speaking to a banker.

Important: If standard overdraft coverage is removed from your account, the following will apply if you do not have enough money in your checking account or in accounts linked for Overdraft Protection to cover a transaction:

- We will return your checks and automatic payments (such as ACH payments) and you could be assessed fees by merchants.
- We will not authorize ATM and everyday (one-time) debit card transactions into overdraft. If your account is enrolled in Debit Card Overdraft Service, the service will also be removed.

We will not authorize certain transactions (such as cashed checks, recurring debit card transactions or Bill Pay transactions) into overdraft. However, if these transactions are authorized when your account has enough money but are later presented for payment when your account does not have enough money, we will pay the transaction into overdraft and charge an overdraft fee.

Important information about fees:

- Fees may be assessed with each item paid into overdraft subject to the following:
- No overdraft fee will be assessed on ATM and everyday (one-time) debit card transactions unless Debit Card Overdraft Service is added to your account. The merchant informs us if a debit card transaction is a one-time or recurring transaction. An overdraft fee can be assessed on recurring debit card transactions and any other item we pay into overdraft.Any overdraft fee assessed will be deducted from your account during the morning of the next business day following our nightly process.
- We will track transactions that reduced your available balance while pending and caused overdraft fees on other transactions. If these transactions are presented for payment within 10 business days after they first appeared as pending, we will waive any overdraft fees on those transactions. In rare circumstances, the merchant presents transactions for payment with a different identification code than was used when the transaction was sent for authorization and we are unable to match them.

WELLS FARGO

Acceptance of Services

1. Agreement to be Bound by Service Documentation

By signing this Acceptance of Services {"Agreement"), the customer identified on the signature block {"Customer" or "Company") confirms that it has received and agrees to be bound by the Service Documentation for the Treasury Management Services {each, a "Service"). Customer may also be referred to as "Company" in the Service Documentation. "Service Documentation" is defined in Wells Fargo Bank, N.A.'s {"Bank") Master Agreement for Treasury Management Services. Customer's use of any Service, including each Service Customer enrolls in, confirms Customer's receipt of and agreement to be bound by the Service Documentation relating to that Service.

2. Power and Authority of Signer

Customer has granted the person{s) signing this Agreement the authority on Customer's behalf to {i) enter into this Agreement and other agreements with Bank for Services on or after the Effective Date of this Agreement and {ii) amend, terminate or otherwise act on behalf of Customer with respect to this Agreement and the Services.

3. Security Procedures

Unless otherwise agreed, Customer agrees that "Security Procedure" is the applicable security procedure described in the Service Documentation for Customer's Initiation Method for the Service, which Bank will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method Bank offers in the product enrollment form {"Set-up Form") or other Service Documentation for delivering Customer's Transaction instructions to Bank with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means {i) any funds transfer or payment instruction {including any communication cancelling or amending an instruction), and {ii) any instruction, data or other information which Bank receives in Customer's name with respect to a funds transfer.

The purpose of the Security Procedure is to verify the authenticity of the Transaction. Bank will not use the Security Procedure to detect an erroneous or duplicate transaction. Customer will be responsible for any erroneous or duplicate transaction Bank receives in Customer's name. Customer agrees to be bound by each Transaction, whether or not authorized by Customer, issued in Customer's name and accepted by Bank in compliance with the Security Procedure for the Service.

4. **Commercially Reasonable**

Customer acknowledges that it has had an opportunity to review the Security Procedures offered by Bank in the Security Procedure Reference Guide, available on our *Commercial Electronic Office* portal. Customer agrees that each Security Procedure for the Initiation Method Customer has elected in the Set-up Form or other Service Documentation for each of its Services (a) best meets Customer's requirements with regard to the size, type and frequency of its Transactions, and (b) is commercially reasonable.

If Customer has refused to use a standard Security Procedure and elects a non-standard Security Procedure, then Customer expressly agrees that the non-standard Security Procedure(s) Customer has elected better meets Customer's requirements than any standard Security Procedure with regard to the size, type and frequency of Transactions issued by Customer to Bank and is commercially reasonable.

5. **Confidentiality of Security Procedure and Authentication devices/passwords**

Customer and Bank will preserve the confidentiality of the Security Procedure(s) and any passwords, codes, security devices and related instructions provided by Bank. If one party becomes aware of a breach, or suspects that a breach may occur, it will promptly notify the other party. Customer will maintain effective internal procedures to safeguard against any unauthorized Transaction and warrants that no individual will be allowed to initiate a Transaction without proper supervision and safeguards.

Customer Name(s)

City of Farmington, a New Mexico municipal corporation ("City")

Printed Name of Authorized Representative - Mayor Nate Duckett
Signature NWDuckett
Date 6/3/2024

Legal Department
Approved as to form
By: Russell Reed
Date: 5/31/24

WELLS FARGO

ACH and Related Services Service Description

Treasury Management services

[REVISED - September 30, 2022]
© 2022 Wells Fargo Bank, N.A. All rights reserved. Modified for City of Farmington, NM April 2024.

Table of contents

03 Introduction

03 Services

03 ACH Origination Service

06 Cash Concentration Service

07 ACH Fraud Filter Service

08 *Perfect Receivables*®Service

09 *WellsTAX* Payments Service

11 Glossary

Introduction

The Service Documentation contains the terms and conditions under which we provide you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in the Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the end of this Service Description.

The services (each a "Service") covered by this Service Description are:

- ACH Origination service
- ACH Fraud Filter service
- Cash Concentration service
- *Perfect Receivables*®service
- *WellsTAX* Payments service

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the Service),
b. The Acceptance (which indicates your acceptance of the Service Documentation),
c. The Master Agreement (which contains terms and conditions applicable to all services),
d. The Account Agreement governing the Account,
e. The Product Enrollment Form (which contains set-up information for each service in which you are enrolling), and
f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office®(CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Services

ACH Origination Service

1. **Description of services.** With this Service you can originate ACH credit and debit Entries in accordance with the ACH Rules. Any capitalized terms not specifically defined in the Service Documentation will be as defined in the ACH Rules. By using this Service, you authorize us to originate Entries on your behalf to Receivers' accounts, you agree to be bound by the ACH Rules, and you agree not to originate Entries that violate the laws of the United States.

2. **Preparation of Entries and Files; processing schedules.** You will prepare and deliver each File in accordance with the ACH Rules, User Guides and other guidelines we make available to you. You agree to use the applicable Security Procedure when you send Entries to us. We will process each File under our current processing schedule and any instructions about the Settlement Date of an Entry that you provide, if (a) we receive the File by our Cutoff Time on a Business Day and (b) the ACH is open for business. Your Files will be considered received by us when the transmission is completed and authenticated in compliance with the Security Procedure. If your File is received after our Cutoff Time or on a day when the ACH is not open for business, we will treat the File as having been received prior to our Cutoff Time on the next Business Day on which the ACH is open for business. In processing your Entries or Files, we may use any means of transmission, funds transfer system, clearing house or intermediary bank that we reasonably select.

3. **Inconsistency of name and number.** If an Entry describes the RDFI both by name and identifying number, we, a Gateway Operator or another financial institution handling the Entry may rely on the identifying number to identify the RDFI, even if the identifying number refers to an institution other than the named RDFI. If an Entry describes a Receiver both by name and identifying number, the RDFI may pay the Entry based on the identifying number, even if the number identifies a person different from the named Receiver.

4. **Your payment obligations with respect to entries.** You are obligated to pay us in immediately available funds an amount equal to the sum of all credit Entries you deliver to us before we send your Entries to the ACH or Gateway Operator or post an on-us Entry. When we act as both the ODFI and RDFI for an Entry, the Entry is an "on-us Entry." You will maintain available funds in each Account sufficient to cover your credit Entries. You authorize us to debit the Account for the total amount of all credit Entries originated from it at any time. We may refuse to process any credit Entries, even if we have done so in the past, without having first been paid by you, but, if we do, the amount is immediately due and payable without notice or demand. We may take other actions to ensure we receive payment for your credit Entries including (a) upon notice to you, placing a hold on funds in any account you hold with us or our affiliate sufficient to cover your credit Entries and (b) setting off against any amount we or our affiliate owes you. In addition, we may charge the Account or any other of your accounts held with us or our affiliate for any debit Entry, including any correcting or Reversal Entry later returned to us. You will reimburse us for any returned debit Entries on the same day you receive notice of the returned Entry. You agree that we do not need to send a separate notice of debit Entries which have been returned unpaid.

5. **Provisional credit.** If we credit your Account for an Entry, the credit is provisional until we receive final settlement. If we do not receive final settlement, we are entitled to debit your Account or any other accounts you own in whole or in part with us or our affiliate for the amount of the Entry. If there is any remaining shortfall, you will pay it immediately upon demand.

6. **Rejected entries.** We may reject an Entry or File if you do not comply with the terms of the ACH Rules and the Service Documentation, and we will attempt to notify you promptly so you may correct the problem. We will have no liability for rejecting an Entry or File or failing to provide notice of a rejection. If you ask us to repair an Entry or File, we will have no liability if we are unable to make the requested repair. You will pay all charges and expenses for any repair or attempted repair.

7. **Cancellation, amendment, reversal.** You have no right to cancel, amend or reverse an Entry or File after we receive it. If you do request that we cancel, amend or reverse an Entry or File, we may, in our sole discretion, attempt to complete the request. If we do not complete the request, we will have no liability and you will reimburse us for any expenses, losses or damages we incur.

8. **Your duty to report erroneous or unauthorized entries.** You will exercise reasonable care to determine whether an Entry we accepted was either erroneous or not authorized and to notify us of the relevant facts within a reasonable time not exceeding 14 days after you receive our notification that the Entry was accepted or that the Account was debited for the Entry, whichever is earlier. If you do not notify us within 14 days, we will not be liable for any loss of interest or for any other loss relating to an erroneous or unauthorized debit to your Account or because of any other discrepancy in the notification.

9. **Re-transmission of returned entries.** We are not required to re-transmit a returned Entry or File to the ACH or Gateway Operator, or to take any further action on a returned on-us Entry.

10. **Audit.** You grant us ongoing access to your Files and the right to audit periodically your Files, ACH processes and controls so we can verify your compliance with the ACH Rules and this Service Description or any other Service Documentation.

11. **Warranties.** We make certain warranties under the ACH Rules and other Applicable Law when you use this Service. You will reimburse us for any Losses we incur, including our reasonable attorneys' fees and legal expenses, as the result of a breach of a warranty we make in connection with any of your Entries, except to the extent that the Losses resulted from our own gross negligence or intentional misconduct.

    Indemnification. We indemnify certain persons under the ACH Rules when you use this Service. You agree to reimburse us and our Representatives for any Losses we incur, including our reasonable attorneys' fees and legal expenses, as the result of the enforcement of any such indemnity, except to the extent the Losses resulted solely from our own gross negligence or intentional misconduct. In addition, you will indemnify us and our Representatives from and against all Losses awarded against or incurred or suffered by us arising directly or indirectly from or related to any material breach of a representation, warranty, or covenant you provide regarding this Service.

12. **Termination.** In addition to the termination provisions contained in the Master Agreement, we may terminate this Service immediately upon notice to you if we determine in our sole discretion: the number of returned debit Entries is excessive; you have breached a warranty provided under the ACH Rules or this Service or otherwise failed to comply with the ACH Rules.

13. **Survival.** Sections 3, 5, 6, 8, 9, 12 and 13 will survive termination of the Services.

Additional Terms and Service options

14. **International Entries.** This section contains additional terms that apply when you originate International Entries.
    a. **General.** You agree to comply with, and we will process each International Entry in accordance with:
        i. The laws and payment system rules of the receiving country of your International Entry,
        ii. Any agreement we provide to you governing International Entries between us and the Gateway Operator we use to process the International Entry, and
        iii. The ACH Rules.

        If there is a conflict among these three areas, they will govern in the order listed above.
    b. **Currency conversion.** With respect to International Entries, we agree to originate in a Foreign Currency, the currency conversion is governed by section 8 (Currency conversion) of the Master Agreement. For debit Entries, however, we use the Applicable Exchange Rate in effect at the time we receive the funds for settlement of the debit Entry rather than at the time we send (or execute) the debit Entry. If the debit Entry is returned to us, we may charge the applicable Account or any other of your accounts with us or our affiliate for the amount equal to the value of the returned debit Entry, after we have converted the Foreign Currency to the Account Currency at the Applicable Exchange Rate in effect when we process the returned debit Entry. We will not be liable for a sum in excess of the original amount of the debit Entry after conversion.
    c. **Acts or omissions of third parties.** We will not be liable for:
        i. Any failure or delay by a Gateway Operator, any intermediary financial institution, or the financial institution designated to receive the International Entry in the receiving country in processing or failing to process any Entry we transmit to the receiving country, or
        ii. Any acts or omissions by a third party including the delay or failure of any third party to process, credit or debit any International Entry.

15. **Third-party sender activities.** This section contains additional terms that apply when you are a Third-Party Sender or a nested Third-Party Sender, as defined by Nacha Rules.
    a. **General.** Prior to originating any Entry on behalf of each customer or upon our request, you will:
        i. Provide us with the information we require to understand the nature of your customer's business, including the name, Taxpayer Identification Number, business activity and geographic location of your customer, and whether your customer is also a Third-Party Sender,

ii. Timely provide us with information we require for purposes of our registration of you or your customer as a Third-Party Sender in accordance with the ACH Rules ("Registration") and supplemental Registration information requested by us, and

iii. Upon our request, obtain our written approval to originate or continue to originate Entries for that customer (which we may rescind upon written notice to you), and

iv. Enter into a written agreement with that customer in which that customer agrees:

1. To assume the responsibilities of an Originator under the ACH Rules and to be bound by the ACH Rules,
2. Not to originate ACH Entries in violation of the laws or regulations of the United States including without limitation the regulations issued by the Office of Foreign Assets Control,
3. To grant us ongoing access to audit the customer and any ACH Entry that it has transmitted to you for transmission to us, and
4. That we may at any time refuse to process an ACH Entry for that customer.

b. **Updates to registration information.** You will timely notify us of any changes to information you provide to us for the Registration of you or your customer as a Third-Party Sender.

c. **Representations and warranties.** With respect to each of your customers for which you are originating transactions through us, you represent and warrant to us that you have conducted the appropriate due diligence of each Third Party Sender and Nested Third Party Sender, as well as that you continue to maintain a program of monitoring of those Third Party Senders and Nested Third Party Senders, to determine that:

i. Each customer is engaged in a legitimate business, and

ii. The type, size and frequency of transactions that each customer is originating is normal and expected for the customer's type of business.

iii. That the program of oversight of the customer's originators maintains adherence to all relevant Nacha rules.

d. **Ongoing monitoring.** You will use reasonable commercial standards to monitor each customer's business and transactions on an ongoing basis and notify us promptly if you identify any unusual activity by your customer. You will take appropriate actions with respect to the customer, including refusing to originate Entries for your customer.

e. **Audit:** You agree to comply with all audit requirements under the Nacha rules and agree to provide proof of compliance upon request.

16. **Perfect NOC service.** With our Perfect NOC Service, we maintain a database of Notifications of Change (each, a "NOC") that we receive. We use this database to update your Entries in accordance with the Service options you select from time to time. We will notify you of each NOC we receive in connection with your Entries. Additional details about this Service are more fully described in the applicable User Guide.

17. **MICR-split processing service.**

a. With our MICR-Split Processing Service, if we determine that an RDFI for a debit Entry you sent is not an ACH participant (or as otherwise reasonably determined by us as appropriate), you authorize us to issue a preauthorized check ("PAC") using the debit Entry data you provided. PACs are drawn upon the Receiver's account with the applicable RDFI and deposited in your Account, but do not contain the signature of the Receiver.

b. You represent and warrant to us that:

i. You have the appropriate authorization from each person owning the Receiver's account shown in the debit Entry data, which remains effective when we issue the PAC, and

ii. You are not a "telemarketer" for purposes of the Federal Trade Commission's Telemarketer Sales Rule (16 C.F.R. Part 310).

18. **Cash Concentration service.** With the Cash Concentration Service, we originate debit Entries to move funds from your Remote Accounts into your Concentration Account. We make summary and detail level reports of your cash concentration transactions available to you through our Cash Concentration Reporting Service. Additional details about this Service and available service options are more fully described in the applicable User Guide.

a. **Options.** You can choose from the following options:

i. **Touchtone or online option.** We originate debit Entries to collect funds from your Remote Accounts for the transfer amounts you specify based on deposit information entered for each location by touch-tone telephone or computer.

ii. **Automated Cash Concentration option.** We request account balances from the financial institutions holding the Remote Accounts. We calculate transfer amounts and originate debit Entries based on your specified target balances for the Remote Accounts and other transfer parameters you may establish.

b. **Representations and warranties.** With respect to each debit Entry, we originate on your behalf, you represent and warrant to us that
   i. The debit Entry is authorized,
   ii. If you are using the Touchtone/Online option, the corresponding deposit input is accurate, and
   iii. If you are using the Automated Cash Concentration Option, you have authorized each financial institution holding a Remote Account to comply with our request for balance information.

c. **ACH deadlines.** If by our applicable Cutoff Time (i) you do not complete your deposit inputs for the Touchtone or Online option or (ii) we are unable to obtain balance information for a Remote Account for the Automated Cash Concentration option, we will not be responsible for failing to meet the ACH deadlines to originate the debit Entries.

d. **Automated Cash Concentration authorization.** You authorize us in our own name or in your name, to request that each financial institution holding a Remote Account provide us or our designee with the account balance information each Business Day using any method specified by us.

ACH Fraud Filter Service

1. **Description of service.** With this Service, you can manage incoming ACH Entries in accordance with the ACH Rules. Any capitalized terms not specifically defined in the Service Documentation will be as defined in the ACH Rules. You have the following options:
   a. **Stop option.** This option stops all incoming ACH Entries you have not authorized in advance (and not set as preauthorizations). Entries stopped under the Stop Option will be returned to the ODFI as unauthorized.
   b. **Review option.** You review and decision each incoming ACH Entries (not set as preauthorizations) before the applicable cutoff time and select each Entry to be either paid or returned. Entries that you have selected for return under the Review Option will be returned to the ODFI as unauthorized and we will create a reversing adjustment to your Account. If you do not make a pay/return decision on an Entry prior to the applicable cutoff time, the Entry will be paid or returned based on the default action you specified.
   c. **Additional criteria.** You may also set up additional decisioning criteria, including limits and preauthorizations.

2. **Echecks.** You have the following options for incoming ACH Entries that have been converted from a check (Echecks).
   a. **Stop option.** All Echecks will be automatically stopped and returned to the ODFI as unauthorized.
   b. **Post option.** All Echecks will automatically post without your review.
   c. **No additional criteria.** Additional decisioning criteria, including limits and preauthorizations, are not available for Echecks.

3. **Service restrictions.** You agree to be bound by the ACH Rules for all Entries. Regardless of the Service options or other criteria you have in place, we may return any Entry in accordance with the ACH Rules and Applicable Law. We may also accept any Entry, Reversal Entry or adjustment in accordance with our obligations under the ACH Rules and Applicable Law. This Service does not apply to transactions between you and us. We may pay Entries which you have authorized us to originate against your Account (for instance, loan or credit card payments), whether or not you have included these in your decisioning criteria.

4. **Termination.** Upon termination of this Service, you will still have the right to return individual Entries in accordance with the ACH Rules and Applicable Law.

***Perfect Receivables©* Service**

1. **Description of service.** With this Service, you can elect options for posting and reporting information about ACH entries and wire transfers (each, a "Remittance") that we post each Business Day to your Account(s). We provide a range of unique Wells Fargo payment identification codes (WPICs) that can be used to route Remittances to your Account and help you identify and post your receivables to the correct remitter.

2. **WPIC restrictions.**
   a. You may not assign a WPIC to more than one remitter or reuse any WPIC numbers.
   b. If you cannot post the Remittance to your remitter in accordance with the WPIC information, you must return the Remittance.
   c. We have the right to rescind any WPIC number or range of WPIC numbers at any time in our sole discretion. For example, we may do so if we consider it necessary to comply with Applicable Law. We will use reasonable efforts to notify you before rescinding any WPIC number unless we are prohibited from doing so by Applicable Law, or by our applicable policies and standards, as amended from time to time. When you receive notice of the rescission of any WPIC number, you will promptly notify the remitter assigned to the rescinded WPIC number that the WPIC number may no longer be used to receive Remittances. You will use best efforts to prevent the WPIC from being used to receive Remittances and will block or otherwise restrict access to funds received through a rescinded WPIC.

3. **Processing of Remittances; chargebacks.** Each Business Day, we will post to your Account all Remittances we receive prior to the Cutoff Time, except for Remittances we reject. Each credit to your Account for a Remittance is provisional until we receive final settlement for the Remittance. If we do not receive final settlement, we may debit your Account or any other account you own, in whole or in part, with us or any of our affiliates for the amount of the Remittance. You will pay us immediately upon demand for any shortfall remaining after such chargeback.

4. **Rejected Remittances.** We may, but are not obligated to, reject a Remittance:
   a. That does not contain all of the required information specified by us,
   b. If we suspect that you are not entitled to the Remittance,
   c. If at the time we receive the Remittance, you do not maintain an Account with us, the Service has been terminated, or we are not permitted by law to accept credits to any of your Accounts, or
   d. If you are in default under this Service Description or any other Service Documentation.

5. **Reporting.** Each Business Day, we will provide you with the information about Remittances posted to your Accounts through the communications channels you elect.

6. **Violation of Applicable Law.** You represent and warrant to us that you will not use the Service in a manner that could result in a violation of Applicable Law. You will provide us with the information we require to understand the nature of your use of the Service and grant us ongoing access to audit your compliance with Applicable Law. In addition to our other rights to terminate the Service under the Service Documentation, we may terminate the Service upon notice to you if we determine your use of the Service could result in a violation of Applicable Law.

We//sTAXPayments Service

1. **Description of service.** With this Service, you can use our *CEO*® portal or a touch-tone telephone to request transfers from your Account (each, a "Transfer") to pay your U.S. federal, state or other taxes specified from time to time in our User Guides. By using this Service, you authorize us to originate ACH credit Entries on your behalf to effectuate the Transfers. You agree to be bound by the ACH Rules, and also comply with applicable provisions of the ACH Service Description, which is incorporated by reference into this Service Description.

2. **Procedures for initiating transfers.** You will deliver your requests for Transfers in accordance with the Service Documentation, including the User Guides. You agree to use the applicable Security Procedures for your Initiation Method (including access codes and passwords for touch-tone telephone initiation method) when you send Transfer requests to us.

3. **Accuracy of data.** You will provide us with the information necessary for us to inform the applicable government agency or entity of the tax payment within the time period required by any rule or regulation governing the payment. You authorize us to rely on the accuracy of the information you have provided to us.

4. **Transfer deadline.** Any Transfer request delivered on any Business Day after the applicable Cutoff Time, or on a non-Business Day, will be deemed received on the following Business Day. You must deliver Transfer requests by the applicable Tax Transfer Deadline.

5. **Authorized reporting agent.** If you are a taxpayer required by federal law to make electronic Federal Tax Deposit (FTD) payments to the Internal Revenue Service (IRS) and submit FTD information through the U.S. Department of the Treasury's Electronic Federal Tax Payment System (EFTPS), we will make your Transfers as FTD payments submitted through EFTPS, regardless of any other instructions from you. In performing the Service, we are acting as your authorized reporting agent. You authorize us to accept debit Entries from the IRS to make the Transfers, and to debit your Account for the amount of such payments.

6. **Payment for Transfers.** You authorize us to debit your Account before we process a Transfer. We may refuse to process a Transfer if the Transfer would exceed the available funds in the Account on the Tax Transfer Deadline.

7. **Rejected Transfers.** We also reserve the right to delay or reject any Transfer if we believe the Transfer may violate Applicable Law or if we believe the Transfer will present a risk to you and/or us, or for other reasons. If we do not accept a Transfer request or must delay making a requested Transfer, we will attempt to notify you.

8. **No verification of Transfer Requests.** We are under no obligation whatsoever at any time to verify any Transfer and will have no liability for failing to investigate or verify any Transfer request.

9. **Confirmations.** We will confirm each Transfer on your account statement or on any bank information reporting service that we provide you. You must immediately inform us of any Transfer that is incorrect or unauthorized.

10. **Amendments and cancellations of transfer requests.** You may cancel a Transfer request before the Cutoff Time if we have not processed the Transfer. After we have processed a Transfer, it cannot be canceled, amended or reversed.
11. **Records, information and audits.** You will verify the accuracy of all records and information regarding the Service, or any Transfer and you will notify us immediately of any errors. Nothing in the Service Documentation will relieve you of:
    a. Any responsibility imposed by law, regulation or contract with regard to the maintenance of records, or
    b. Any responsibility to perform audits and account reviews customarily conducted by persons or entities whose businesses are similar to your business.

12. **Responsibility for paying taxes.** Any interruption in the Service will not relieve you of any obligation to pay any tax to the IRS, or any other government agency or entity owed the tax, and we will have no liability to you for your failure in such circumstances to pay any tax.

Glossary

Account means your account(s) with us used in connection with the Service.

Account Agreement means the applicable account agreement governing the Account.

Account Currency is defined in section 8 (Currency conversion) of the Master Agreement.

ACH means Automated Clearing House.

ACH Rules means the Nacha Operating Rules and any applicable local ACH rules.

Applicable Exchange Rate is defined in section 8 (Currency conversion) of the Master Agreement.

Applicable Law is defined in section 3 (Changes to service) of the Master Agreement.

Business Day means every day except Saturday, Sunday and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day on we are open for business related to that Service.

***CEO*®** **portal** means our Commercial Electronic *Office*®portal.

Concentration Account means your Account designated in the Concentration Account Services Set-up Form.

Cutoff Time means our cutoff time each Business Day we separately disclose to you for the applicable Service.

Entry is defined in the ACH Rules.

File is defined in the ACH Rules.

Foreign Currency is defined in section 8 (Currency Conversion) of the Master Agreement.

Gateway or Gateway Operator is defined in the ACH Rules.

Initiation Method is defined in section 6 (Security procedures) of the Master Agreement.

International Entry means an Entry to an account outside the United States.

Item is defined in the Account Agreement.

Log-on Credentials is defined in section 9 (CEO portal) of the Master Agreement.

Losses means liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and court fees).

Master Agreement means the Master Agreement for Treasury Management Services.

Nested Third-Party Sender - As defined in Nacha Rules, a Nested Third-Party Sender is a **Third-Party Sender that has an agreement with another Third-Party Sender to act on behalf of an Originator,** without a direct agreement with the ODFI.

NOC or Notification of Change is defined in the ACH Rules.

ODFI (Originating Depository Financial Institution) is defined in the ACH Rules.

Originator is defined in the ACH Rules.

Payment Order means an instruction to us in your name to transfer funds from your Account (and includes any communication cancelling or amending an instruction).

RDFI (Receiving Depository Financial Institution) is defined in the ACH Rules.

Receiver is defined in the ACH Rules.

Remote Account means one or more accounts owned or controlled by you in the United States.

Representatives is defined in section 11(f) (Liability and indemnification) of the Master Agreement.

Reversal or Reversing Entry is defined in the ACH Rules.

Security Procedure is defined in the Product Enrollment Form and in section 6 (Security procedures) of the Master Agreement.

Settlement Date is defined in the ACH Rules.

Tax Transfer Deadline means a date at least one Business Day prior to the date the tax payment is due to the applicable tax authority.

Third Party Sender is defined in the ACH Rules.

WELLS FARGO

Check Cashing Service Description

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") check cashing service ("Service") and includes:

   (a) this Service Description;

   (b) the Acceptance of Services or Treasury Management Product Enrollment form;

   (c) the Master Agreement for Treasury Management Services ("Master Agreement");

   (d) the account agreement governing the account(s) Company uses in connection with the Service; and

   User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

   This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

2. **Description of Bank's Service.** Bank's Service enables Company to have Bank and Bank's affiliates (each an "Affiliate" and unless otherwise specified, along with Bank, collectively "Bank") cash checks drawn on Company's accounts held at other banks.

   2.1. **Company's Request to Cash Checks.** Company requests Bank cash checks each of which: (a) has a face amount equal to or less than the amount separately agreed to by Company and Bank in the Setup Form for the Service ("Setup Form"); (b) purports to be drawn by Company on an account identified on the Setup Form for the Service (each an "Account" and collectively "Accounts") at a drawee bank identified on the Setup Form ("Drawee") (each such check a "Check") whether actually issued by Company or not; and (c) is presented in person by the payee at an office of Bank.

2.2. **Check Cashing Procedures.** Company authorizes Bank to cash any Check that it does not have actual knowledge bears an unauthorized signature, contains a material alteration, or is otherwise not properly payable so long as Bank has followed its then current check cashing procedures in connection with the cashing of the Check. Bank reserves the right to require Company to consult with Bank with respect to any information concerning Bank that is printed on Company's check stock. **COMPANY UNDERSTANDS THIS SERVICE IS NOT AVAILABLE AT CERTAIN AFFILIATES OR BANK BRANCHES LOCATED IN CERTAIN STATES AS SEPARATELY DISCLOSED TO COMPANY.**

3. **Fees.** Company agrees to pay Bank a periodic fee for the Service, which fee will be charged whether any Check is cashed during a period and may be changed by Bank from time to time upon prior written notification to Company, in accordance with the Service Documentation. In addition, a per-check check cashing fee may apply. Company agrees to inform its payees in writing that a per-check check cashing fee may apply.

4. **Termination of Service.** In addition to the termination provisions contained in the Master Agreement, Bank may immediately and without prior notice terminate the Service whenever it has any basis to believe that there will not be sufficient available funds in the Account to pay a Check when presented or, in its sole determination, there is an unacceptable risk of fraudulent activity. The provisions of this Service Description and the other Service Documentation will continue in effect with respect to all Checks cashed by Bank prior to termination of the Service.

5. **Company's Guarantee of Payment and Obligation of Reimbursement.**

5.1. **Guarantee of Check Payment.** Company unconditionally guarantees payment of all Checks even though at the time any particular Check is presented for payment (a) the endorsement of the named payee is unauthorized; (b) the Check was not drawn, issued or authorized by Company; (c) the Drawee has received a valid stop payment order regarding the Check; (d) Company does not have sufficient funds in the Account to cover the Check; (e) the Account has been closed or the Drawee is prohibited from paying Checks drawn against the Account; or (f) the Drawee has knowledge that the Check bears an unauthorized signature, contains a material alteration, or is otherwise not properly payable.

5.2. **Obligation of Reimbursement.** If a Check is dishonored or if Bank is obligated to reimburse the Drawee or a collecting bank with respect to a Check, upon written demand accompanied by evidence of such dishonor or reimbursement, Company agrees to promptly reimburse Bank for all resulting loss. Company waives presentment and other notice of dishonor. In addition, Bank has the right to debit or chargeback any account of Company at Bank for any such loss.

6. **Bank's Limitation of Liability and Company's Agreement to Indemnify Bank.** Bank will have no liability including liability for any consequential, special, punitive or indirect loss or damage which Company, a payee, the Drawee, a collecting bank or any other person may incur or suffer in connection with a Check. Company will indemnify, defend, and save harmless Bank, and each of its directors, officers, employees, and agents (collectively in this section, "Indemnified Persons") from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) (collectively, "Losses and Liabilities") awarded against or incurred or suffered by Indemnified

Persons arising directly or indirectly from or related to the cashing of any Check by Bank in accordance with this Service Description and/or the breach of any material obligation of Company hereunder.

Survival. Sections 4, 5 and 6 of this Service Description survive termination of the Service.

© 2021Wells Fargo Bank, N.A. All rights reserved.

Check Collections Service Description

Treasury Management Services

November 8, 2019

© 2019 Wells Fargo Bank, N.A. All rights reserved.

Table of contents

03 Introduction

03 Services

03 Returned Item Service

06 Wells Fargo Remote Deposit Capture and Image Delivery

Introduction

The Service Documentation contains the terms and conditions governing each service ("Service") that Wells Fargo Bank, N.A. ("Bank") provides to Company under this Service Description. "Company" is the Bank customer identified on the Acceptance of Services that is signed when you enroll in Services ("Acceptance").

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the specific Service),
b. The Acceptance (which indicates Company's acceptance of the Service Documentation),
c. The Master Agreement for Treasury Management Services ("Master Agreement") (which contains terms and conditions applicable to all Services),
d. The account agreement governing the account(s) (each, an "Account") Company uses in connection with the Service,
e. The Product Enrollment Form (which contains set-up information for each Service in which Company is enrolling), and
   User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

This Service Description and the Master Agreement are posted at Bank's *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of an agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the *CEO®* portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

Services

Returned Item

1. **Description of Bank's Returned Items Services.** A "Returned Item" is an Item that is returned to Bank unpaid after Company deposits it to an account at Bank (or another financial institution) that Company has enrolled in one or more of Bank's Returned Item Services (each, "Account"). Bank's Returned Item Services include:
   a. Special Instructions regarding the handling of Company's Returned Items (section 3);
   b. Returned Item Decisioning through Bank's *CEO®* portal (section 4);
   c. Electronic Returns through which Bank submits Company's Returned Items as RCK entries in accordance with the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines as supplemented by any applicable operating rules of any automated clearing house of which Bank is a member, each as may be amended from time to time (together, "NACHA Rules") (sections 5-10);
   d. Centralized Return Processing through which Bank processes Company's Returned Items as Company's centralized return processor (sections 11-14);
   e. Returned Item Forwarding through which Bank forwards Returned Items Bank receives on Company's Accounts at Bank to Company's centralized returns processor (section 16); and
   f. Returned Item Service Fee Recovery through which Bank issues MICR drafts to recover service fees Company assesses on its customers in connection with Returned Items (section 17).

2. **Rules applicable to Bank"s Returned Item Services.** Bank will provide the Services to Company in accordance with:
   a. The Service Documentation including without limitation the User Guide that Bank makes available to Company at www.wellsfargo.com; and
   b. State and federal laws and regulations and clearinghouse rules applicable to a Returned Item which may include Federal Reserve Board Regulation CC Subpart C relating to the collection of checks ("Reg CC"), Federal Reserve Board Regulation E ("Reg E") and, in the case of Bank's Electronic Returns Service, when Bank originates an RCK entry on Company's behalf, the NACHA Rules.

3. **Special Instructions Service.** When Company enrolls in Bank's Special Instructions Service, Bank will process Company's Returned Items in accordance with the Special Instructions Company communicates to Bank from time to time.

4. **Returned Item Decisioning Service.** When Company enrolls in Bank's Returned Item Decisioning Service, Bank will use the *CEO®* portal to notify Company of Returned Items Bank receives prior to the cut off time Bank separately discloses to Company each Business Day. Each Returned Item will be listed by the default disposition (redeposit or chargeback) Company separately selects. Prior to the daily deadline Bank separately discloses, Company will review the Returned Items and accept or change the disposition of each Returned Item Bank identifies as eligible for decisioning through the *CEO®* portal. Bank will process each Returned Item not accepted or changed by this deadline according to Company's default disposition on file with Bank.

5. **Electronic Returns Service.** When Company enrolls in Bank's Electronic Returns Service, Bank submits RCK entries for Company's Returned Items that Bank, using a data-based decisioning method, has determined qualify as RCK entries under the NACHA Rules. The financial institution on which a Returned Item was drawn may reject any RCK entry without liability to Bank. The NACHA Rules require the originator of an RCK entry to make certain representations and warranties with respect to the original item for which the RCK entry is initiated. If Bank incurs any liability for breaching any of these warranties, Bank will look to Company to reimburse Bank.
6.

7. **Authorization.** Company represents and warrants to Bank that the issuer of any Returned Item has authorized Company to represent the Returned Item electronically and that such authorization is in all respects legally sufficient under applicable law.
8. **Rejected entries.** In the event any RCK entry submitted on behalf of Company is rejected by the ACH for any reason and sufficient data is available to Bank to permit it to repair the RCK entry, Bank will make the repair. Company will provide to Bank on request all information necessary to repair any RCK entry or file of RCK entries.

9. **Representment/returned check fees.** Company acknowledges that the NACHA Rules do not allow collection of fees associated with a represented item by means of a single RCK entry in the amount of both the represented item and associated fees. Company represents and warrants that each item it deposits to its Account at Bank or another financial institution will only be for the amount of the item, and will not include any amount for a representment/returned item fee or similar fee.
10. **Provisional credit.** Any credit to Company's Account in connection with an RCK entry is provisional until such time as settlement for the RCK entry becomes final. In the event any RCK entry is returned or an adjustment memorandum is received with respect to the RCK entry, Company will immediately deposit with Bank sufficient good and collected funds to cover the returned RCK entry or adjustment memorandum. Company authorizes Bank to debit any of Company's account(s) for the amount of any such returned RCK entry or adjustment memorandum.

11. **Reimbursement.** Unless it results solely from Bank's negligence or intentional misconduct, Company will indemnify and reimburse Bank from and against any and all Losses and Liabilities that Bank incurs either directly or indirectly, in connection with (a) the breach of any warranty Bank makes under the NACHA Rules or Company makes in the Service Description, or (bl any action Company asks Bank to take in connection with Bank's Electronic Returns Service.
12. **Centralized Check Return Service.** When Company enrolls in Bank's Centralized Check Return Service, Bank processes Returned Items from Company's Account(s) at Bank and financial institution(s) other than Bank with which Company arranges for Bank to provide the Service. Company will place a special endorsement on the back of each check or other item it intends to deposit with a financial institution other than Bank that, upon dishonor, it wishes to have returned to Company's Centralized Return Account at Bank. This endorsement is the "centralized returns endorsement". It will include all of the information required by 12 CFR §229.35 (as amended from time to time) to be included in an endorsement made by a bank of first deposit and, to the extent possible, conform to the form of such an endorsement. The centralized returns endorsement will be designed to be more prominent than the endorsement of the actual depositary bank and thereby increase the likelihood that the paying bank or other payor and any subsequent returning bank will identify Bank as Bank of first deposit. Bank, upon request, will supply Company with endorsement stamps or examples of endorsement stamps that satisfy the requirements of this section.

13. **Relation of multiple endorsements.** Company understands (a) the centralized returns endorsement is in addition to, and not in place of, the endorsement placed on an Item by the depositary bank; (bl the centralized returns endorsement may or may not obscure, in whole or in part, the endorsement placed on the Item by the depositary bank; and (c) the endorsement placed on each Deposited Item by the depositary bank may or may not obscure, in whole or in part, the centralized returns endorsement.
14. **Delayed returns; lost instruments; liability; indemnification.** With respect to where to return checks, 12 CFR §§229.30(9) and 229.31(9), respectively, provide that paying and returning banks may rely on any routing number that appears on a returned check as that of the bank of first deposit. This means a Returned Item may be returned to either Bank or to the actual depositary bank. It also means there may be a significant delay in Bank's receipt of a Returned Item. Company, not Bank, is solely responsible for any and all claims, damages, losses, and expenses of any kind including without limitation attorney's fees and costs (collectively, "Losses and Liabilities") that may arise, either directly or indirectly, in connection with any delay in the return of any Returned Item. Company agrees to indemnify and hold Bank, its directors, officers, employees and agents (collectively, "Indemnified Persons") harmless from all Losses and Liabilities arising out of or in any way connected with acts or omissions by Bank or any such indemnified party in connection with the delay in the return of any Item deposited to Company's account at another financial institution .
15. **Bank's right to chargeback Returned Items.** Bank may chargeback a Returned Item to any account Company owns in whole or in part at Bank or any affiliate of Bank without regard to whether the Returned Item was initially deposited to Company's Account at Bank or at another financial institution.
16. **Returned Item Forwarding.** When Company enrolls in Bank's Returned Item Forwarding Service, Company will place its centralized returns endorsement identifying Company's centralized return processor on the back of each check or other item it deposits to its Account(s) at Bank that, upon dishonor and subsequent receipt by Bank, it wishes Bank to forward to Company's Centralized Return processor. Bank will forward Company's Returned Items that Bank receives to Company's centralized return processor. Company acknowledges the possibility of a delay in its centralized return processor's receipt of a Returned Item that is first received by Bank and agrees Section 13 of this Service Description including Company's agreement to indemnify Indemnified Parties applies to Losses and Liabilities of any Indemnified Party in connection with Bank's Returned Item Forwarding Service. ited to Company's Account at Bank or at another financial institution.
17. **Returned Item Service Fee Recovery.** When Company enrolls in Bank's Returned Item Service Fee Recovery Service, Bank issues a MICR draft on the account of the issuer of a Returned Item in the amount to which Company and Bank separately agree will be Company's Returned Item service fee. Company represents and warrants to Bank that Company has properly disclosed to all its customers that it assesses a service fee for checks returned unpaid for any reason.

18. **Company"s agreement to indemnify Bank.** Company will indemnify, defend, and save harmless the Indemnified Persons from and against all Losses and Liabilities awarded against or incurred or suffered by Indemnified Persons arising directly or indirectly from or related to:
    a. Any material breach in a representation, warranty, covenant, or obligation of Company contained in the Service Documentation;
    b. The violation of any applicable law, statute, or regulation or of the Rules Applicable to Bank's Returned Items Services including without limitation Reg CC, Reg E and the NACHA Rules in the performance of Company's obligations under the Service Documentation;
    c. A breach of any warranty Bank makes under the NACHA Rules in connection with Bank's Electronic Returns Service under this Service Description; and
    d. Any negligent or intentional act or omission by Company in the performance of its obligations under the Service Documentation.
19. **Suivival.** Sections 5, 6, 8, 13, 15 and 17 of this Service Description will survive termination of the Service.

Wells Fargo Remote Deposit Capture and Image Delivery

1. **Description of service.** The Service enables Company to create or process Electronic Checks from eligible paper checks and transmit the Electronic Checks in an electronic file ("Electronic File") to Bank for review and processing for credit to Company's deposit account at Bank ("Account") in accordance with this Service Documentation. An "Electronic Check" means an electronic image of, and electronic information derived from, an eligible U.S. Dollar paper item or check that conforms to ANSI X9.100-187. Bank's Reference Guide for the Service lists eligible U.S. Dollar checks (and ineligible checks). For each Electronic Check Bank determines is eligible for processing, Bank will:
    a. Create a substitute check conforming to ANSI X9.100-140 that Bank will present directly or indirectly to the bank (a) on which the original paper check to which the Electronic Check relates is drawn, or (bl at or through which the original paper check is payable (each, the "Paying Bank");
    b. Include the Electronic Check in an electronic file for presentment directly or indirectly to the Paying Bank; or
    c. Post or present any Electronic Check for which Bank is the Paying Bank.
2. **Creating or processing Electronic Checks and transmitting Company's Electronic File to Bank.** To create or process Electronic Checks and transmit Company's Electronic File to Bank, Company will use either (a) Bank provided software and Bank provided, certified or approved hardware, or (bl Company's software and hardware or third-party provided software and hardware, provided each generates Electronic Checks and Electronic Files that meet Bank's then current standards and specifications. Any third-party processor Company uses to prepare and/or transmit Company's Electronic File is Company's agent, and Company will be responsible for ensuring its agent complies with Company's responsibilities under this Service Description. In particular, each Electronic File Company's agent transmits to Bank will include only Electronic Checks payable or endorsed to Company, unless Bank expressly agrees to permit Company's agent to include Electronic Checks payable to customers of Company or Bank.
3. **Processing Company's Electronic File.** Bank will review each Electronic Check and process the Electronic Checks Bank determines are eligible for processing on the Business Day Company transmits Company's Electronic File to Bank, if Bank receives Company's Electronic File before the processing deadline Bank separately discloses to Company ("Cut-Off Time") on that Business Day and on the next Business Day if Company transmits Company's Electronic File to Bank after Bank's Cut-Off Time. "Business Day" is every day except Saturday, Sunday and any federal holiday.

4. **Exception Checks.** Each Business Day on which Bank processes Company's Electronic File, Bank may, without liability to Company, reject Electronic Checks Bank determines are ineligible for the Service (each, an "Exception Check"). "Exception Check" includes without limitation an Electronic Check that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Check, (c) is drawn on a bank located outside the United States and is not payable at or through a bank located within the United States, (d) fails to conform to ANSI X9.100-187, or (e) any Electronic Check other than one described in (a), (b), (c), or (d) of this section 4 that applicable law prohibits Bank from accepting through a remote deposit capture platform. Bank will notify Company of each Exception Check through Bank's Commercial Electronic Office® service or other communication channel at Bank's discretion. Company will deposit an Exception Check to Company's Account only by depositing the original Paper Check to which the Exception Check relates or as otherwise agreed by Bank and Company. Even if Bank does not identify an Exception Check when Bank processes the Electronic File that includes the Exception Check, the substitute check or purported substitute check Bank creates from the Electronic Check may be returned to Bank because, among other reasons, the Paying Bank determines it is illegible or missing an image. Bank's failure to identify an Exception Check will not limit Company's obligations to Bank under section 8.
5. **Deposits to Company's Account.** Bank will be deemed to have accepted each Electronic Check for deposit to Company's Account (other than any Exception Check) (a) on the Business Day Bank processes the Electronic Check (b) at the Bank office where Company's Account is maintained. Funds from these Electronic Checks will be made available in accordance with Bank's Funds Availability Policy applicable to Company's Account and will be deemed to be collected in accordance with Bank's Electronic Deposit Collected Funds Schedule which Bank will provide to Company upon request and may amend from time to time. If an Electronic Check or substitute check is dishonored by a Paying Bank, Company acknowledges and agrees that Paying Bank may create and return to Company or its customers a return substitute check conforming to ANSI X9.100-140 in lieu of the originally presented Electronic Check or substitute check. Company acknowledges and agrees that if Bank receives a notice of nonpayment from Paying Bank with respect to an Electronic Check or substitute check presented for payment, Bank has no obligation to provide this notice to Company or its customers.
6. **Third-party processors.**
   a. **General.** This section contains additional terms applicable when Company is a third-party processor. Company is a "third-party processor" when it uses the Service either to (a) create and process an Electronic Check on behalf of a customer or (bl process an Electronic Check one of its customers has created and transmitted to Company.
   b. **Prerequisites for acting as a third-party processor.** Prior to acting as a third-party processor with respect to any customer, Company will conduct due diligence appropriate to the type of customer (consumer or business). As part of Company's due diligence, at time a customer initially opens an account with Company, Company will obtain the customer's name, Taxpayer Identification Number, and address. In addition, Company will fulfill obligations under applicable law with respect to (a) establishing and maintaining a Customer Identification Program and an Anti-Money Laundering Program, (bl establishing and maintaining written procedures reasonably designed to identify and verify beneficial owners of legal entity customers and to include such procedures in its Anti-Money Laundering Program and (cl suspicious activity monitoring and reporting. Company will also enter into an agreement with each of its customers which includes (i) provisions paralleling those in this Service Description relating to creating Electronic Checks and maintaining the security of original Paper Checks; (ii) warranties paralleling each of the warranties Company makes to Bank in this Service Description; (iii) an acknowledgement that Bank may at any time refuse to process Electronic Checks for that customer; and (iv) if the customer is a business entity, an obligation that customer, upon request by Company, provide Company the information Company requires to enable Company to understand the nature of the customer's business.

c. **Risk parameters; ongoing monitoring.** For each customer for which Company acts as a third-party processor, Company will, in accordance with reasonable commercial standards, monitor the customer's deposits for suspicious activity including out-of-pattern, duplicate and suspicious Electronic Checks on an ongoing basis and take appropriate actions with respect to the customer's account with Company, up to and including refusing to process Electronic Checks for the customer and/or preventing the customer from transacting on its account(s) with Company. Bank will establish and maintain confidential internal risk parameters for Company's Electronic File but Company is solely responsible for monitoring its customer's Electronic Checks.

7. **Company's representations and warranties.** Company represents and warrants to Bank Company will:
   a. Use the Service only for eligible paper checks payable to or endorsed for deposit by Company or its customers (unless Bank expressly agrees otherwise);
   b. Transmit to Bank only Electronic Checks suitable for processing including without limitation legible Electronic Checks containing machine-readable MICR data;
   c. Not transmit to Bank any Electronic Check that duplicates an Electronic Check previously transmitted to Bank or that did not originate as an eligible paper check;
   d. Maintain control over and sole responsibility for secure retention and destruction of each original eligible paper check for which Company or one of Company's customers has created an Electronic Check (including the security and integrity of nonpublic personal information appearing on the original paper check throughout the transmission flow and while in storage) and properly secure all hardware Company uses in connection with the Service at all times;
   e. Not transmit to Bank, deposit to Company's Account, or otherwise negotiate any original eligible paper check with respect to which Company has transmitted an Electronic Check to Bank, unless Bank has notified Company that the Electronic Check is an Exception Check;
   f. If Company uses an agent to create Electronic Items and/or transmit Company's Electronic File to Bank, Company will ensure its agent includes only Electronic Check payable to Company in an Electronic File, unless Bank expressly agrees to permit the agent to include Electronic Check payable to multiple customers of Bank; an
   g. If Company is a third-party processor as set forth in section 6 of this Service Description, comply with section 6 of this Service Description.

8. **Company"s agreement to indemnify Bank.** Company will indemnify, defend, and save harmless Bank, its parent company, and its affiliates and each of their respective directors, officers, employees, and agents (collectively in this section 8, "Indemnitees") from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnitees arising directly or indirectly from or related to:
   a. Any negligent or intentional act or omission by Company in the performance of its obligations under this Service Description including without limitation failing to maintain control over and sole responsibility for secure retention and destruction of each original paper check for which Company has created an Electronic Check (including the security and integrity of nonpublic personal information appearing on the original paper item throughout the transmission flow and while in storage), in which event Losses and Liabilities will include without limitation consequential damages;
   b. Any material breach in a representation, warranty, covenant, or obligation of Company contained in this Service Description;
   c. Bank acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of "substitute checks" or purported substitute checks using an Electronic Check, an Exception Check or an Electronic File, in which event Losses and Liabilities will include without limitation consequential damages; and
   d. Bank posting or presenting an Electronic Check for which Bank is Paying Bank or presenting an Electronic Check to the Paying Bank for payment.

e. Company will further indemnify, defend, and save harmless Indemnitees from and against all Losses and Liabilities by Indemnitees arising directly or indirectly from or related to Regulation CC (12 CFR Part 229) or Regulation J (12 CFR Part 210) as follows:

i. Bank warrants to a warrantee that (i) the electronic image of a check accurately represents all of information on the front and back of the original check as of the time that the original check was truncated and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of the check ("Image Quality Warranty") and (ii) the warrantee will not receive a presentment of or otherwise be charged for an Electronic Check, an Electronic Returned Check, the original check, a substitute check, or a paper or electronic representation of a substitute check, such that the warrantee will be asked to make payment based on a check it has already paid ("No Double Debit Warranty"). In the case of transfers for collection or payment, Bank makes the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. In the case of transfers for return, Bank makes the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, any subsequent returning bank, the depository bank, and the owner. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to a breach of any of these warranties, Company will indemnify the Indemnitee and not hold it responsible or liable.

ii. Through Bank's providing the Service to Company, Bank is required to indemnify a depository bank that accepts the original paper check from which an Electronic Check is created for losses incurred by that depository bank if the loss is due to the check having already been paid. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to such depository bank indemnity obligation, Company will indemnify Indemnitee and not hold it responsible or liable.

iii. If Bank transfers or presents an "electronically created item" and receive settlement or other consideration for it, Bank is required to indemnify each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against losses that result from the fact that (i) the electronic image or electronic information is not derived from a paper check; (ii) the person on whose account the electronically created item is drawn did not authorize the issuance of the item or to the payee stated on the item; or (iii) a person receives a transfer or presentment, or return of, or otherwise is charged for an electronically created item such that the person is asked to make payment based on an item or check it has paid. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to such electronically created item indemnity obligation, Company will indemnify Indemnitee and not hold it responsible or liable.

f. **Termination.** In addition to its rights to discontinue providing Services under the Master Agreement, Bank may discontinue providing the Service to Company immediately upon notice if Bank determines in its sole discretion that Company has breached any of Company's obligations under sections 7 or 8 of this Service Description.

9. **Additional controls on Company.**

a. **General.** In FIL-4-2009, Risk Management of Remote Deposit Capture ("RDC") Guidelines, the FFIEC sets forth guidelines for agreements between a financial institution and its RDC customers. In accordance with these guidelines, Bank has the authority upon reasonable prior notice to Company to (a) mandate specific internal controls at Company's locations, (bl periodically audit or require audits of Company's RDC operations including Company's IT infrastructure at Company's expense, and (c) request additional information about Company.

b. **Company's Internal Controls.** Company will establish internal controls related to Company's RDC operations. Upon reasonable request, Company will provide Bank with information about its internal controls and will work in good faith with Bank to resolve any concerns that Bank identifies with respect

to such internal controls.

c. **Company's Consumer Complaints.** Bank may upon reasonable prior notice to Company request information about:

   i. Company's procedures for handling consumer complaints relating to Company's RDC product ("consumer complaints"),

   ii. The number of consumer complaints Company received in the prior calendar quarter, and

   iii. The then current status of each consumer complaint.

10. **Suivival.** Sections 7 and 8 of this Service Description will survive termination of the Service.

Check Disbursements and Fraud Prevention Services Service Description

Treasury Management Services

© 2020 Wells Fargo Bank, N.A. All rights reserved.
Revised November 6, 2020

Table of contents

03 Introduction

04 Fraud Prevention and Related Services

04 Positive Pay

07 Reverse Positive Pay

09 Payment Authorization

09 Account Reconciliation Plan

10 Controlled Disbursement Account

13 Specialized Disbursements Services

13 Centralized Disbursements Manager

19 Payable Through Draft

21 Third Party Drafts

25 Glossary

Introduction

The Service Documentation contains the terms and conditions under which Wells Fargo Bank, N.A. ("Bank") provides you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The services (each a "Service") covered by this Service Description are:
Fraud Prevention and Related Services

- Positive Pay Service
- Reverse Positive Pay Service
- Payment Authorization Service
- Account Reconciliation Plan Service
- Controlled Disbursement Account Service

Specialized Disbursement Services

- Centralized Disbursements Manager Service
- Payable Through Draft Service
- Third Party Drafts Service

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the Services),
b. The Acceptance (which indicates your acceptance of the Service Documentation),
c. The Master Agreement (which contains terms and conditions applicable to all services),
d. The Account Agreement governing your account(s) that you use for the Service ("Account"),
e. The Product Enrollment Form ("Set-up Form") (which contains set-up information for the service in which you are enrolling), and
   User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

You agree to the terms and conditions governing the Services in which you have enrolled, as described in this Service Description and in the Service Documentation, which includes details of your enrolled Services. The separate documents comprising of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, the applicable terms for the Service in this Service Description and all Service Documentation.

Fraud Prevention and Related Services:

As further described in the Account Agreement, we offer certain Services to help reduce the risk of fraud, including the Services below.

Positive Pay Service

1. **Description of service.** With this Service you can instruct us to pay or return counterfeit Checks, Checks otherwise not validly issued and certain altered Checks presented to us for payment on the Accounts you enroll in this Service. For purposes of this Positive Pay Service Description, "Check" refers to each check presented for payment on your Account, whether it is counterfeit, not validly issued, altered or validly issued by you. Except as otherwise provided in this Service Description, enrollment in our Account Reconciliation Plan Service is required.
   a. **Service summary.** Each Business Day, either before or after posting the Check to your Account, based on the Service option you choose as described in section Ib below:

      i. We electronically compare the serial number and numeric amount of each Check presented to us for payment before our Cutoff Time on the prior Business Day to your Check Issue Data (see section 2),
      ii. We will provide you with a report ("Exception Report") of each Check that does not match your Check Issue Data (an "Exception Check") (see section 4),
      iii. We review each Exception Check, and either correct or reverse and repost each Exception Check with errors that we can correct, depending on the Service option you choose as described in section Ib,
      iv. We will pay or return each Exception Check (see section 5), and
      v. We separately review each "directly-presented Check" (see section 8).

   b. **Service options.** You may enroll an Account in one of two options of the Service:
      i. **Perfect Presentment® Positive Pay.** We electronically compare a Check to your Check Issue Data prior to posting the Check to your Account. Each Check with error(s) that we can correct, such as an encoding error, will be corrected, so that the Exceptions Report includes only unresolved Exception Checks. This option is offered only on an Account enrolled in our Controlled Disbursement Service.
      i. **Positive Pay and Positive Pay Only.** We electronically compare a Check to your Check Issue Data after posting the Check to your Account. We then review each Exception Check, and reverse and repost each Exception Check with error(s) that we can correct, such as encoding errors, so that the Exception Report includes only unresolved Exception Checks. Enrollment in our ARP Service is not required for Positive Pay Only.

2. **Check Issue Data.** You will provide us with the Check Issue Data for all issued Checks, in the format, through the communications channel, and at the place we specify no later than our Cutoff Time. You will not distribute any Check before you have included the Check in the Check Issue Data you have provided to us. In performing this Service:
   a. We will use only the Check Issue Data you provide to us,
   b. If the Check Issue Data includes a post-dated Check (a check you issue with a date in the future), we will not compare that Check against the Checks presented for payment on the Account until that date, and
   c. We will not accept Check Issue Data for Checks with an issue date more than forty-five (45) calendar days in the future.

3. **Payment of Matching Checks.** For each Matching Check, we will make final payment on the Check and charge the Check to your Account (subject to section 11).

4. **Notifying you of Exception Items; providing images.** When we identify an Exception Check through our electronic comparison, we notify you through the Exceptions Report. This report is available on our *CEO* portal. We will use reasonable efforts to provide an image of any Exception Check (including a Holdover Exception Check) to you, but we will have no liability if we are unable to do so before the Decision Deadline.
   a. **Holdover Exception Checks.** This subsection applies when you have enrolled your Controlled Disbursement Account in our Perfect Presentment Positive Pay Service. A "Holdover Exception Check" is an Exception Check we identify after we prepare and transmit the Exceptions Report to you. We will use our best efforts to notify you by calling you at the number we have on file for you.

5. **Decision Deadline.** You will make your pay or return decision based on the information about the serial number and amount of the Exception Check in the Exceptions Report, and if you use our Payee Validation Service (see section 7), on any payee information we provide to you.
   a. **Instructions before the Decision Deadline.** If, before the Decision Deadline, you instruct us to pay or return an Exception Check, we will follow your instructions (subject to section 11). You will use the same communications channel to instruct us that we used to notify you of the Exception Check, except that if we included the Exception Check on the Exception Report we post on the *CEO* portal, you will use the *CEO* portal to communicate your instruction regarding the Exception Check to us.
   b. **No instructions before the Decision Deadline.** If you do not instruct us before the Decision Deadline regarding an Exception Check, we will process the Check in accordance with your Default Option. If we are unable to obtain your instructions prior to the Decision Deadline regarding a Holdover Exception Check described in subsection 4(a) we will process the Holdover Exception Check in accordance with your Default Option.

6. **Default Options.** We return the Exception Check to the bank of first deposit marked "refer to maker" even if you validly issued the Exception Check (and do not charge it to your Account). We recommend the "return all" Default Option because it reduces the risk of unauthorized Checks being paid on your Account (even though it may result in valid Checks being returned unpaid).
   a. **"Return all."** We return the Exception Check to the bank of first deposit marked "refer to maker" even if you validly issued the Exception Check (and do not charge it to your Account). We recommend the "return all" Default Option because it reduces the risk of unauthorized Checks being paid on your Account (even though it may result in valid Checks being returned unpaid).
   b. **"Pay all."** We charge the Exception Check to your Account. This Default Option presents a higher risk of unauthorized checks being paid on your Account. If you elect this Default Option, you assume full liability for any losses resulting from counterfeit, altered or Checks otherwise not validly issued as described in section 9 below.

7. **Payee Validation Service.**
   a. **Description of Payee Validation Service.** When you enroll in our optional Payee Validation Service, we will do the following:
      i. On each Check that is greater than the Payee Validation Threshold, we electronically compare the payee's name on your check to your Check Issue Data. The "Payee Validation Threshold" is the dollar amount we choose above which we will perform the payee validation service.
      ii. If (1) there is a difference between the two names that is not within guidelines we establish, or (2) a notation or legend on the Check prevents the electronic comparison of the payee's name, we will include the Check as an Exception Check in your Exceptions Report.
      iii. If you notify us you have incurred a loss as a result of an unauthorized alteration of the payee's name, we will reimburse you for the face amount of any Check we pay under the Payee Validation Threshold except as provided below, provided that you notify us of your loss in writing within 3 years after the statement or Check is made available to you.

NOTE: When you enroll in our optional Payee Validation Service, you are charged a per-Check fee for each Check presented on your Account during a monthly billing cycle. This fee is separately disclosed to you. The per-Check fee is assessed on each Check presented including without limitation Checks not exceeding the Payee Validation Threshold.

b. **When we do not perform payee validation.** We will not perform any payee validation review with respect to a Check if:
   i. The Check is less than the Payee Validation Threshold,
   ii. The payee's name on the Check is handwritten instead of machine-printed,
   iii. You fail to include the payee's name on the Check in your Check Issue Data,
   iv. We do not receive your Check Issue Data for the Check before our Cutoff Time, or
   v. You request we add the payee's name manually to Check Issue Data you have previously provided to us.

c. **Exceptions to reimbursement.** We will not reimburse you for losses resulting from an unauthorized alteration in the payee's name if:
   i. The Check with the unauthorized alteration is hand-written, or
   ii. We fail to identify an alteration or other discrepancy in the payee's name because:
      1. The payee name in your Check Issue Data did not exactly match the payee name on the Check, or
      2. You used customized zone formatting.

8. **Directly-presented checks.** A "directly-presented Check" is a Check we receive for deposit or cashing at our branch or through another depository channel that may present higher risk. The risk is we may be required to make proceeds from a directly-presented Check available before you can review and make a timely decision on the directly-presented Check identified as an Exception Check in our Exceptions Report. When your Check Issue Data on file with us does not include or match a directly-presented Check:

   a. if we receive the Check for deposit, we will take those steps as we, in our sole discretion, determine are commercially reasonable for the depository channel used, to review and accept the Check or refuse to accept the check, and
   b. if we receive the Check for cashing, we reserve the right to refuse to accept the Check.

   You may instruct us to exclude all directly-presented Checks from this process. In that case, each directly-presented Check will be considered a Matching Check, even if it is not included in your Check Issue Data on file with us at the time we receive it, and we will pay it without further inquiry.

9. **Limitation of liability and indemnification.**
   a. **Liability limit.** We will pay each Check you have authorized us to pay as described in this Service Description (including each Matching Check) and each Check you are considered to have authorized us to pay (including each Check we pay according to your Default Option) without performing any Check verification procedure other than those procedures described with this Service Description. We will have no liability for paying a Matching Check or an Exception Check you are considered to have approved if:
      i. There is an alteration in its serial number or amount,
      ii. It is counterfeit, bears a forged or unauthorized signature, or
      111. It was otherwise not validly issued.
   b. **Indemnification.** Each Check that we pay according to this Service Description will be considered properly payable, and each Check that we return as provided in this Service Description will be considered not properly payable. Without limiting the indemnification provisions contained in the other Service Documentation, you:
      i. Indemnify and hold us harmless from any and all Losses that we may suffer or incur as a result of our payment or return of a Check at your instruction or otherwise according to sections 5 or 8 of this Service Description, including a Check you issue before including it in your Check Issue Data, and

ii. Release and forever discharge us from all claims and damages, whether known or unknown, liquidated or unliquidated, contingent, direct or indirect, which you have, or claim to have against us relating to the payment or return of any Check as provided in this Service Description.

10. **Stop payment; cancel and void instructions; stale-dated Checks.**
    a. You will not use this Service as a substitute for our stop payment service. You will follow our standard stop payment procedures described in the applicable Account Agreement if you wish to stop payment on a Check that was validly issued. You will use:
        i. A cancel instruction only to delete an outstanding Check included in your Check Issue Data, and
        ii. A void instruction only to notify us that a Check included in your Check Issue Data has been destroyed and will not be re-issued.
    b. Using notations or legends on a Check is not an effective stop payment order or void instruction. We will not be liable for failing to follow your cancel or void instruction for any Check on which we have made final settlement.
    c. If you choose to use our "stale-dated" feature, we will return each Matching Check (other than a directly presented Check) that is dated past your specified stale-date, unless you instruct us to pay the Check.

11. **Our right to return checks.** Nothing in this Service description will limit our right to return any Check you have authorized us to pay as part of this Service if we determine that:
    a. The Check is not properly payable for any reason (without us agreeing to, or being required to, make such determination in any circumstance), or
    b. There are insufficient collected and available funds in your Account to pay the Check.

    You agree that our determination not to pay a Check will not constitute wrongful dishonor of that Check.

12. **Survival.** Sections 4, 7, 9, 10 and 11 will survive termination of Services.

Reverse Positive Pay Service

1. **Description of Service.** Our Reverse Positive Pay Service is an alternative to our Positive Pay Service that we provide to select customers, including customers that issue Drafts. The Reverse Positive Pay Service is required when you enroll in the Third Party Drafts or Payable Through Drafts Services. With this Service:
    a. You can detect fraudulent Checks by reviewing information we provide to you each Business Day about Checks that have posted to your Account from the prior Business Day ("Paid Items Report") (see section 2),
    b. You can request we edit Checks that have posted incorrectly to your Account,
    c. If you have elected our Teller Match Service, we may perform a positive pay verification of certain directly-presented Checks (see section 3) as we determine in our sole discretion from time to time, and
    d. You can instruct us to return unauthorized Checks.

    For purposes of this Reverse Positive Pay Service Description, a "Check" is a check, Draft or other paper instrument purportedly issued on your Account, whether it is counterfeit, not validly issued, altered or validly issued by you.

2. **Paid Items Report.** Each Business Day, we will provide you with the Paid Items Report through our *CEO* portal or by other methods you may elect. Each Business Day, you will compare the Paid Item Report to your Check Issue Data and before the Decision Deadline, notify us through the *CEO* portal of any edit requests or return instructions for those Checks described on the Paid Items Report for that Business Day. You will include in your notification the serial number and amount of each Check you wish to edit and the reason for returning each Check you wish to return.

3. **Teller match service.**
   a. You may separately elect to have us perform a positive pay verification on certain directly-presented Checks, in which case the provisions in section 8 (Directly-presented Checks) of the Positive Pay Service Description are incorporated here by reference and shall apply and govern. If you enroll in this Service option, you will provide the Check Issue Data for each Check to us before you issue the Check.
   b. With respect to a directly-presented Check, we will have no liability to you for not performing:
      i. Any positive pay verification, if we do not receive and have a reasonable amount of time to act on your Check Issue Data for the Check before we receive the directly-presented Check, or
      ii. Payee validation, if you fail to include the payee's name in your Check Issue Data for the directly-presented Check.

4. **Your failure to give us timely instructions.** If we do not receive your edit requests and/or return instructions by the Decision Deadline on any Business Day, we will pay each Check described in the Paid Items Report for that Business Day, unless you have already instructed us by effective stop payment order to return that Check unpaid.

5. **Checks to be paid; liability limit and indemnification.**
   a. We will pay each Check you are deemed to have authorized us to pay in accordance with this Service Description without performing any further review of such Check. We will have no responsibility whatsoever for paying such a Check even if its serial number or amount is altered, it is counterfeit, bears forged or unauthorized signature, or is not validly issued. You waive and release us from and agree to protect us against any Losses resulting from a claim that such a Check was not properly payable.
   b. We will have no liability if you instruct us to return a Check (including without limitation a Check that is counterfeit, not validly issued or altered) but your instruction does not reach us in a time and manner affording us a reasonable opportunity to return the Check before we pay, accept, certify, cash or otherwise become obligated to pay the Check as provided in the Uniform Commercial Code.
   c. You will promptly reimburse us for any loss we incur when we make the proceeds from a Check available in accordance with Reg CC prior to our receipt of your instructions regarding the Check.

6. **Edit requests and return instructions.**
   a. **Edit requests.** We reserve the right to deny any of your edit requests based on our evaluation of the edit request. We will not accept edit requests with respect to any Checks that you attempt to communicate to us by any means other than the *CEO* portal.
   b. **Return instructions.** We reserve the right to decline your return instruction based on our evaluation of the return instruction. If your reason for returning a Check is fraud, your return instruction alone will not constitute a claim for a fraudulent transaction. You must file a separate claim with us relating to the fraudulent transaction.

7. **Stop payment and our right to return Checks.** Sections 10a and b (Stop payment and void instructions) and 11 (Our right to return Checks) of the Positive Pay Service Description are incorporated here by reference and shall apply and govern.

8. **Survival.** Sections 3, 5, 6 and 7 will survive termination of Services.

Payment Authorization Service

NOTE: If you have the ability to write checks on your Account, we recommend that you use the Positive Pay Services to prevent check fraud. You understand that the Payment Authorization Service does not provide the same level of protection as the Positive Pay Services. If you decide not to implement the Positive Pay Services, or you do not properly use it, you assume the risk of loss for unauthorized checks.

1. **Description of service.** With this Service you can set limits on paper Items that may be drawn on your Accounts based on the options you choose. You may also prevent any paper checks being paid on your Accounts by choosing to set the applicable limit to zero.

2. **Available options.**

Option (on Product Enrollment Form)	Action we will take
Maximum Check Amount Authorized	We will automatically return unpaid Items drawn against the Account which are presented to us but exceed the "Maximum Check Amount Authorized" you provide us with. These Items are marked "Refer to Maker."
Maximum Check Cashing Amount	We will refuse to cash checks drawn against the Account and presented to us through our branch network, if they exceed the "Maximum Check Cashing Amount" you specify.
Maximum over the Counter Withdrawal Amount	We will refuse withdrawal requests against the Account which are presented to us through our branch network, if they exceed the "Maximum over the Counter Withdrawal Amount" you specify.
Checks to Individuals	We will refuse to cash checks drawn against the Account which are presented to us through our branch network, and which are made payable to an individual.

Account Reconciliation Plan (ARP} Service

1. **Description of Service.** With our ARP Service, you can receive automated reporting to help you reconcile your Accounts. With this Service you can:
   a. Receive Account information reporting, based on the Service options you select,
   b. Store information about Items you issue on your Accounts, and
   c. Process the information in accordance with the Service options that you elect in the Set-up Form. Our User Guide for the Service details the Service options.

2. **Issued check information.** If you elect our full ARP Service, each Business Day prior to the Cutoff Time, you will provide us with the Issued Check Information using the communication channel(s) you elect. For purposes of this Service Description, "Issued Check Information" is the issue date, serial number and dollar amount of each Item (as defined in the applicable Account Agreement) that you issue on your Account. If you elect our Deposit Location Reporting Service, you will provide us with a list of your location numbers and names and may amend the list from time to time by notifying us in writing.

3. **Stop payment orders.** If you use the ARP Service to place a stop payment order on any Item, you understand that:
   a. The Account Agreement governs the stop payment order,
   b. Each stop payment order is subject to our verification that the Item described in the stop payment order has not been paid, and
   c. This verification may occur a minimum of ninety (90) minutes after the time you transmit the stop payment order to us.

Controlled Disbursement Account Service

1. **Description of Service; required Accounts.** The Controlled Disbursement Account ("CDA") Service is available to select customers that qualify based on their credit and other considerations. With the CDA Service, you will establish and maintain:
   a. One or more demand deposit accounts with us (each, a "Funding Account"),
   b. One or more checking accounts with us linked to a Funding Account (each, a "Disbursement Account"), and
   c. The information reporting service specified by us ("Information Reporting Service").

   Each Funding Account and Disbursement Account and the Information Reporting Service will be identified in the Set-up Form for this Service. You will enroll each Disbursement Account in our Positive Pay Service. You will use each Disbursement Account solely to issue Checks, Drafts and electronic debits (each, a "Debit") in accordance with this Service Description. You will not issue any Debits on any Disbursement Account until we notify you that such Disbursement Account is operational.

2. **Determination of Total Net Presentment.** Each Business Day by the Cutoff Time, we will make the Total Net Presentment for each Disbursement Account available to you through the Information Reporting Service. The "Total Net Presentment" consists of the total dollar amount of:
   a. Debits that have posted in the first and, if applicable, second presentment on that Business Day, and
   b. Adjustments to the Disbursement Account reported on our CD Summary report, including without limitation Debits posted after the last presentment on the prior Business Day (these Debits are referred to collectively as the "Prior Day Funding Adjustments").

   If the Total Net Presentment is not available to you through the Information Reporting Service by the Cutoff Time, we will have no liability, and you will estimate the Total Net Presentment.

3. **Your obligation to deposit funds in Funding Account.**
   a. Each Business Day before the Cutoff Time, you will deposit good and collected funds in your Funding Account so that the balance in the Funding Account, as determined in accordance with the Account Agreement, is sufficient to cover either:
      i. The Total Net Presentment or your estimate of the Total Net Presentment, and
      ii. The total of any Debits that have been memo posted to your Disbursement Account before the Cutoff Time on the current Business Day as set forth in the intra-day composite report we make available to you.

   b. If you fail to transfer funds as required in subsection 3(a) above or if such transfer was based on your estimate of the Total Net Presentment and such estimated amount was less than the actual Total Net Presentment, we may, at our sole option:
      i. Advance to the Funding Account(s) sufficient funds to pay the Debits presented for payment on the Disbursement Account and transfer such funds to the Disbursement Account, or
      ii. Return Debits, in any order, unpaid (even though we may have previously established a pattern of paying such Debits).

4. **Transfer of funds to Disbursement Account.** Each Business Day, we will:
   a. Transfer from the Funding Account to the Disbursement Account the amount necessary to cover the Total Net Presentment as shown on the CD Summary Report for that Business Day, and
   b. Advance funds to the Disbursement Account in the amount sufficient to cover Debits that posted to Disbursement Account after the last presentment on that Business Day (and the amount advanced by us will be reported on the CD Summary Report for the next Business Day as the Prior Day Funding Adjustments).

5. **Our obligation to pay debits.** We will have no obligation to pay any Debit if the balance of good and collected funds in the Disbursement Account on which the Debit is drawn is not sufficient to cover the Debit at the time we make our payment decision.

6. **Your agreement to repay our advances to Disbursement Account.** You will unconditionally pay us on demand without setoff or counterclaim in good and collected funds the full amount of any advance we make pursuant to sections 3 and 4 plus our fees and costs incurred in connection with such advance.

7. **Security interest.** As security for the Obligations, you pledge to us, and grant us a lien on and a security interest in, the following property and all proceeds thereof (collectively, the "Collateral") as security for the prompt satisfaction of the Obligations:
   a. Each Funding Account, each Disbursement Account, and all of your other accounts with us and our affiliates, and
   b. Any of your property now or at any time delivered, conveyed, transferred, assigned, pledged or paid to us in any manner whatsoever.

   Our receipt at any time of any kind of security, including cash, will not be a waiver of any of our rights or powers under any agreement between us. Upon our request, you will sign and deliver to us, any security, control or other agreements and documents as we determine are necessary or desirable (in our sole opinion) to grant us or perfect our security interest in the Collateral. At the time any Obligation becomes due and payable, we may apply or dispose of any and all Collateral, received or to be received, at any time or place, for any price and upon terms and conditions as we determine. We may apply the amounts on deposit or net proceeds of the sale or other disposition (together with any sums credited by or due from us to you), to the payment of the Obligations, all without prejudice to our rights with respect to any portion of the Obligations which remain unpaid. You expressly waive any right to require us to make any presentment or demand, or give any notices of any kind, including, but not limited to, any notice of nonpayment or nonperformance, protest, notice of protest, notice of dishonor, notice of intent to accelerate or notice of acceleration. If we are required by Applicable Law to give you reasonable notice before the sale or other disposition of Collateral, that requirement is met if notice is given at least 5 calendar days before the date any sale, application or other disposition will be made. Our rights and remedies under any agreements between us or instruments signed by you in our favor are in addition to, and not exclusive of, any other rights or remedies we have under Applicable Law.

8. **Fraud prevention.** Enrollment in one of our Positive Pay Services is required for enrollment in this Service. You acknowledge there is a growing risk of losses resulting from unauthorized Items. You recognize that Controlled Disbursement Service customers are especially susceptible to losses from unauthorized checks. You are aware that we offer an additional service known as "Payee Validation," which is an effective means of controlling risk from counterfeit checks, altered checks and certain other types of fraudulent checks. We have advised you that if you do not enroll in and properly use our Payee Validation Service, we will be unable to prevent losses from counterfeit, altered and certain other types of fraudulent checks and you will be treated as having assumed the risk of these losses.

9. **Liability and indemnification.** In addition to the liability and indemnification provisions in the Master Agreement, we will not be liable for any Losses paid, suffered or incurred by you, and you will indemnify us from and hold us harmless against any Losses that we suffer or incur, arising directly or indirectly and relating to:
   a. Your performance or failure to perform your obligations in accordance with this Service Description,
   b. Us acting on any information you provide us in any Service Documentation or otherwise,
   c. If we return any Check unpaid because you have not deposited good and collected funds in the Funding Account related to the Disbursement Account on which a Debit is drawn sufficient to cover the Total Net Presentment,
   d. Our dishonor and return of any Debit unpaid if you issue the Debit before we notify you the Disbursement Account on which it was drawn is operational,
   e. Our nonpayment of a Debit, unless the nonpayment results directly and proximately from our gross negligence or willful misconduct,
   f. If any Debit fails which has not been tested and approved by us to satisfy our check specifications, our late return of that Debit and any presentment-related problem resulting from the failure of that Debit,
   g. Except as otherwise provided in the Positive Pay, Reverse Positive Pay, ARP, Payable-Through Draft or Third-Party Draft Service Descriptions, if we provide you with one or more of these Services, our payment of any Check or Draft for which there is an alteration in serial number or amount, is counterfeit, bears a forged or unauthorized signature, or is otherwise not validly issued, or
   h. The exercise of our rights or the performance of our obligations in accordance with this Service Description or the Positive Pay, Reverse Positive Pay, ARP, Payable-Through Draft or Third-Party Draft Service Descriptions, if we provide you with one or more of these Services.

10. **Termination.** In addition to our right to terminate this Service under the Master Agreement, we may terminate this Service and close the Funding Account and Disbursement Account immediately upon sending you written or oral notice (confirmed in writing) of such action if:
   a. You fail at any time to fund the Funding Account as required in this Service Description,
   b. A lawsuit or other proceeding is commenced by any federal or state agency alleging, or we receive an opinion of counsel, that this Service or any material term or condition of this Service Description violates any law or regulation, or
   c. You default in your obligations under the other Service Documentation or under any other agreement or instrument signed by you in our favor including without limitation any loan agreement or promissory note.
   d. Upon termination of this Service, you will, in accordance with our instructions, stop issuing Debits on the Disbursement Accounts, and we will close the Disbursement Accounts and stop processing Debits. You will continue to be liable for all Debits issued on the Disbursement Accounts prior to termination and for all Debits we are obligated to pay.

11. **Survival.** Sections 2 and 5 - 9 will survive the termination of this Service.

Specialized Disbursements Services

Centralized Disbursements Manager Service

1. **Your relationship to clients.** You have represented to us that you function as claims administrator, property manager, or accounts payable administrator with respect to your clients (each individually a "Client" and collectively, "Clients"), who may be (i) insurance companies or business organizations maintaining a program of self-insurance, (ii) owners of commercial real property, or (iii) other business organizations with a need for administrative services related to accounts payable and other disbursements. The services you provide to your Clients may include (without limitation) evaluation, resolution, and/or payment of claims or other types of accounts payable on behalf of your Clients, facilitating the funding of payments related to claims or other accounts payable, and reconciliation and reporting with regard to the payment process.

2. **Centralized Disbursements Manager ("CDM") desktop.** You will interact with our electronic system for operating the Service through our "CDM Desktop" function, which you will access through the applicable treasury management services internet portal maintained by us.

3. **Account structure.** To facilitate your disbursement and payment funding activities on behalf of your Clients, you will establish and maintain with us, in your name and taxpayer identification number: (i) a zero-balance controlled disbursement account against which all checks you issue on behalf of your Clients will be drawn ("Disbursement Account"), (ii) a master account linked to the Disbursement Account for the purpose of funding payment of items presented against the Disbursement Account ("Master Funding Account"), (iii) at your option, one or more accounts linked to the Master Funding Account and associated with an individual Client for the purpose of funding disbursements for the benefit of such Client (each an "Individual Client Funding Account"), (iv) an account against which exception items that you instruct us to pay are to be temporarily posted ("Default Account"), and (v) one or more accounts to serve as recovery, refund or adjustment-related transactional accounts; alternative funding sources for payment of checks when the appropriate Individual Client Funding Account lacks adequate funds; or for electronic payment settlement (each, a "Recovery Account").

4. **Accounts for the benefit of individual clients.** At your option, you may open one or more Individual Client Funding Accounts in your name, each for the benefit of an individual Client, in a way that permits the Client's taxpayer identification number to be associated with the Account for tax reporting or other purposes. This type of Individual Client Funding Account is referred to herein as a "Beneficial Owner Account", and may be used for the broader purposes of receiving, holding, managing and/or disbursing Client funds. Beneficial Owner Accounts must be non-interest-bearing. For each Beneficial Owner Account that you open, you represent and warrant to us that you have valid and proper authorization from the applicable Client to open the Account for the benefit of such Client, and to receive, hold, manage and/or disburse funds in such Account. In no event will any Client be considered a party to, or a third party beneficiary of, this Service Description or the Master Agreement.

5. **Client profiles.** For each Client for which you make disbursements, you will establish and maintain through the CDM Desktop an electronic client profile (each a "Client Profile"). As part of each Client Profile, you will assign the applicable Client a unique alpha/numeric identifier (a "Client ID") no more than ten characters in length. We will electronically associate each Client ID with an Individual Client Funding Account to facilitate funding of disbursements from the proper funding source.

6. **Client set-up forms.** For each Individual Client Funding Account you open under the Service (including each Beneficial Owner Account), you will, prior to opening the Account, deliver to us a form (each a "Client Set-up Form") in a format approved by us, containing information about the Client for whose benefit Company is opening the Account, including, without limitation, the Client's name, physical address (including zip code, and country, if other than the United States), taxpayer identification number, and business type. If we determine at any time that we do not have a Client Set-up Form for a particular Account, you will upon our request promptly cause such a form to be prepared and forwarded to us.

7. **Delivery of W-9 or W-8 forms.** For each Individual Client Funding Account you open under the Service, you will, prior to opening the Account, deliver to us an original Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification" (each a "W-9 Form") or Form W-8BEN, "Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding" or other appropriate W-8 series form (each a "W-8 Form"), properly completed and executed by (i) the Client for whose benefit you are opening the Account, or (ii) if the Client lacks legal capacity to execute the W-9 Form or W-8 Form, by an individual whom the appropriate taxing authority and applicable law recognizes as being authorized to execute a W-9 Form or W-8 Form on the Client's behalf (an "Authorized Representative"). You represent and warrant that each W-9 Form or W-8 Form which you deliver to us in relation to an Account has been duly and lawfully executed by the Client for whose benefit the Account is opened or an Authorized Representative of such Client. If we determine at any time that we do not have a W-9 Form or W-8 Form for a particular Client, you will upon our request promptly cause such a form to be prepared and forwarded to us.

8. **Disbursements by check; use of Positive Pay.** All checks you issue in payment of claims or other obligations on behalf of your Clients ("COM Checks") must be drawn on the Disbursement Account, which will be a controlled disbursement account governed by our standard Controlled Disbursement Service Description. You may not draw checks, or authorize the drawing or presentment of checks, drafts or other instruments against any of the Accounts other than the Disbursement Account or the Recovery Accounts. You must at all times use our Positive Pay Service in connection with the Disbursement Account. Your use of our Positive Pay Service will be governed by our Positive Pay Service Description and other documentation in effect from time to time with respect to that Service.

9. **COM check issuance; Issue Files.** You must identify and describe each COM Check you issue in an electronic issue file (each an "Issue File"), which you must transmit to us in connection with the CDM's Check issuance. You must create and transmit each Issue File to us in compliance with our published standards for creation and transmission of issue files for use with the Service. You must include in each entry for a COM Check listed in a particular Issue File (each an "Issue Record") the appropriate Client ID for the Client on whose behalf you issued the COM Check. You agree that you will not mail, transmit, send, deliver or otherwise issue or distribute any COM Check until you have properly transmitted to us an Issue File containing the corresponding Issue Record for that check. We will compile the information in each Issue File and incorporate that information in our cumulative COM data base of issued and outstanding COM Checks (the "Issue File Data Base").

10. **Presentment and payment of COM checks.** Upon presentment of a check against the Disbursement Account, we will, as part of our Positive Pay Service, compare certain data fields on such item with certain information in the Issue File Data Base. If we identify the item as a COM Check that matches a corresponding Issue Record in the Issue File Data Base (a "Matching Check"), we will ascertain the Client ID accompanying the Issue Record. To the extent that the Individual Client Funding Account associated with the Client ID contains sufficient collected and available funds to pay all Matching Checks presented on the same Business Day which are associated with the same Client ID, we will pay all such Matching Checks. We will cause the applicable Individual Client Funding Account to be debited, with the resulting credit made to the Master Funding Account. To the extent that the Individual Client Funding Account associated with the Client ID does not contain sufficient collected and available funds to pay all Matching Checks associated with such Client ID which are presented on the same Business Day, we may, in our sole discretion (i) return all such Matching Checks unpaid, unless specific alternative funding arrangements have been made between you and us in advance, or (ii) pay such Matching Checks and cause the applicable Individual Client Funding Account to be overdrawn in the amount of the shortfall. Any overdraft on an Individual Client Funding Account is immediately due and payable from you to us.

11. **Default Account.** If, after comparison with the Issue File Data Base, a presented item cannot be associated with an Issue Record, but you nevertheless instructs us to pay the item, we will cause the item to be posted to the Default Account. For each item posted to the Default Account that causes the Default Account to become overdrawn, you will promptly provide us with instructions via COM Desktop or in the form of an Issue Record incorporated in an Issue File, to repost the item to an Individual Client Funding Account.

12. **Minimum balance requirement for Recovery Accounts.** You must at all times maintain in one or more Recovery Accounts an aggregate balance of collected and available funds which equals or exceeds the aggregate amount of negative balances, if any, maintained in Individual Client Funding Accounts and the Default Account. Any positive balances maintained in any Individual Client Funding Accounts and/or the Default Account are expressly excluded from this calculation. We may return unpaid any COM Checks presented for payment against the Disbursement Account during any period in which you fail to maintain the balance requirement set forth in this section 12. We may at any time, in our sole discretion, set off some or all of the balances in the Recovery Accounts against any negative balances in any Individual Client Funding Accounts or the Default Account.

13. **Funding basis.** Each Issue File, as it pertains to each Client on whose behalf you issue COM Checks, will be funded on either an "Issue Funding" basis or a "Presentment Funding" basis. You must identify the funding basis for each Client as part of the Client Profile for such Client. Once the funding basis for a particular Client has been established, you agree that it will not be changed without our written consent.
    a. Issue Funding Basis. If you are funding the Issue File for a particular Client on an Issue Funding basis, then the funding of the corresponding Individual Client Funding Account is determined with reference to our receipt of each Issue File from you that pertains to the Client.
    b. Presentment Funding Basis. If you are funding the Issue File for a particular Client on a Presentment Funding basis, then the funding of the corresponding Individual Client Funding Account is determined with reference to presentment against the Disbursement Account of items related to the Client.

14. **Funding method.** You will fund each Individual Client Funding Account by using one of the funding methods set forth in this section 14. The process of funding by any of these funding methods will be governed by the Master Agreement, this Service Description and other Service Documentation. **YOU WILL NOT, AT ANY TIME OR UNDER ANY CIRCUMSTANCES, FUND OR PERMIT FUNDING OF ANY INDIVIDUAL CLIENT FUNDING ACCOUNT, IN WHOLE OR IN PART, BY MEANS OF A CASH DEPOSIT OR A DEPOSIT MADE BY A THIRD PARTY.** Each Client Debit account must be owned by your Client. As used in this section 14, the term "Funding Day" has the meaning given to it in section 15.

a. **ACH Debit Entries.** You may use ACH debit entries to debit the account of the corresponding Client with us or at another financial institution ("Debit Account"). If you use this funding method, then prior to sending an Issue File for a particular Client, you will ensure that the corresponding Client Profile contains adequate information about that Client's Debit Account to enable us to generate an ACH debit entry from the Debit Account. Provided that we have adequate information about the Debit Account, we will transmit an ACH debit entry file to the designated receiving depository financial institution through the applicable clearing house channel on the same day that (i) we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if that day is not a Funding Day, then the debit entry file will be created and transmitted on the next Funding Day. You authorize us to create and transmit each such debit entry file, and represent and warrant to us that each debit entry created using information you provide to us in a Client Profile and/or an Issue File is properly authorized by the owner of the account to be debited. Funds in the amount of an ACH debit entry must be received in the applicable Individual Client Funding Account on the Business Day following our transmission of the file containing such ACH debit entry.
b. **ACH credit entries.** You may use ACH credit entries to transfer funds to an Individual Client Funding Account from an account of the applicable Client with us or another financial institution. Provided that we have adequate address information about the Client on whose behalf the Individual Client Funding Account is maintained, we will transmit an automatic ACH credit entry funding notice, by e-mail and/or fax at your option, to you and the Client on the same day that (i) we receive an Issue File for the Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if that day is not a Funding Day, then the funding notice will be transmitted on the next Funding Day. Funds in the amount specified in a funding notice must be received in the applicable Individual Client Funding Account on the Business Day following our transmission of the funding notice.
c. **Wire credit transfers.** You may use wire credit transfers to transfer of funds to an Individual Client Funding Account from an account of the applicable Client with us or another financial institution. Provided that we have adequate address information about the Client on whose behalf the Individual Client Funding Account is maintained, Bank will transmit an automatic wire credit transfer funding notice, by e-mail and/or fax at your option, to Company and the Client on the same day that (i) we receive an Issue File for the Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if that day is not a Funding Day, then the funding notice will be transmitted on the next Funding Day. Funds in the amount specified in a funding notice must be received in the applicable Individual Client Funding Account on the same day we transmit the funding notice.
d. **Drawdown wires.** You may use drawdown wires to debit the Debit Account. If you use this funding method, prior to sending an Issue File for a particular Client, you will ensure that the corresponding Client Profile contains adequate information about that Client's Debit Account to enable us to generate a drawdown wire from the Debit Account. Provided that we have adequate information about the Debit Account, we will cause a drawdown wire to be automatically initiated and transmitted to the designated depository financial institution through the applicable channel on the same day that (i) we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if such day is not a Funding Day, then the drawdown wire will be initiated on the next Funding Day. You authorize us to create and transmit each drawdown wire, and represent and warrant to us that each drawdown wire created using information you provide to us in a Client Profile and/or an Issue File is properly authorized by the owner of the account to be debited. Funds in the amount of the drawdown wire must be received in the applicable Individual Client Funding Account on the same day we initiate the drawdown wire.

e. **Internal book transfers.** You may use internal book transfers to debit the Debit Account, so long as the Debit Account is maintained with us. If you use this funding method, then prior to sending an Issue File for a particular Client, you will ensure that the corresponding Client Profile contains adequate information about such Client's Debit Account to enable us to generate an internal book transfer from the Debit Account. Provided that we have adequate information about the Debit Account, we will cause an internal book transfer to be initiated from the Debit Account on the same day that (i) we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if Company is using a Presentment Funding Basis for the Client. However, that if that day is not a Funding Day, then the internal book transfer will be initiated on the next Funding Day. You authorize us to initiate and execute each such internal book transfer, and represent and warrant to us that each internal book transfer initiated using information you provide to us in a Client Profile and/or an Issue File is properly authorized by the owner of the account to be debited. Funds in the amount of the internal book transfer must be received in the applicable Individual Client Funding Account on the same day we initiate the internal book transfer.

15. **Funding Frequency.** You will fund each Individual Client Funding Account according to one of the funding frequency options set forth inthis section 15. Each day on which funding is to occur under a particular funding frequency option is hereinafter referred to as a "Funding Day."
    a. **Daily funding.** Under the "Daily Funding Frequency Option", funding will occur (i) each day that we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) each day on which one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client.
    b. **Weekly funding.** Under the "Weekly Funding Frequency Option", funding will occur once a week, on the same day of the week as you select.
    c. **Monthly funding.** Under the "Monthly Funding Frequency Option", funding will occur one day each month, on either (i) the same numeric day of the month, or (ii) the first or last day of the month, as you select.
    d. **Semi-monthly selected date funding.** Under the "Semi-Monthly Funding Frequency Option", funding will occur twice each month, on the same two numeric days, as selected by you.
    e. **P.A.L. funding.** The "P.A.L. Funding Frequency Option" is only available for accounts you are funding on an Issue Funding Basis. Under this option, funding will occur each time an aggregate dollar amount of items accumulates within one or more Issue Files, with a dollar limit you specify.
    f. **Threshold funding.** The "Threshold Funding Frequency Option" is only available for accounts you are funding on a Presentment Funding Basis. Under this option, funding will occur each time an aggregate dollar amount of items is presented for payment in relation to a particular Client, with a dollar limit you specify.

16. **Supplemental funding days.** You may, at your option, establish one or more additional Funding Days that supplement the funding frequency options chosen for a particular Client under section 15 above. Each additional funding day may be designated as either a "Clean-up Date" or "End-of-Contract Date", depending on the purpose of the supplemental funding. Funding on each supplemental Funding Day will take place according to the Funding Basis and Funding Method previously selected for the applicable Client.

17. **Right of setoff.** In the event that any negative balance is maintained in an Individual Client Funding Account or the Default Account, whether created by action of you or us, we may at any time, and without prior notice to you, set off the amount of such negative balance against funds on deposit in any Recovery Account or any other deposit account you maintain with us; provided, however, that we may not set off against any other Individual Client Funding Account.

18. **Security interest in Recovery Accounts.** As security for the Obligations, you grant us a security interest in and lien on the Recovery Accounts, and all amounts from time to time on deposit in, or withdrawable from, the Recovery Accounts (the "Collateral"). Our receipt at any time of any kind of security, including cash, will not be a waiver of any of our rights or powers under any agreement between us. Upon our request, you will sign and deliver to us, any security, control or other agreements and documents as we determine are necessary or desirable (in our sole opinion) to grant us or perfect our security interest in the Collateral. At the time any Obligation becomes due and payable, we may apply or dispose of any and all Collateral, received or to be received, at any time or place, for any price and upon terms and conditions as we determine. We may apply the amounts on deposit or net proceeds of the sale or other disposition (together with any sums credited by or due from us to you), to the payment of the Obligations, all without prejudice to our rights with respect to any portion of the Obligations which remain unpaid. You expressly waive any right to require us to make any presentment or demand, or give any notices of any kind, including, but not limited to, any notice of nonpayment or nonperformance, protest, notice of protest, notice of dishonor, notice of intent to accelerate or notice of acceleration. If we are required by Applicable Law to give you reasonable notice before the sale or other disposition of Collateral, that requirement is met if notice is given at least 5 calendar days before the date any sale, application or other disposition will be made. Our rights and remedies under any agreements between us or instruments signed by you in our favor are in addition to, and not exclusive of, any other rights or remedies we have under Applicable Law.

19. **Account closure or debit block.** We reserve the right to either close or place a debit block on any Individual Client Funding Account which, in our sole judgment, is subject to repeated overdrafts or overdrafts of an excessive amount, or in the event that the Client associated with such Account is subject to a bankruptcy proceeding or makes a general assignment for the benefit of creditors.

20. **Business Associate Agreement.** If you are an organization that performs any function or activity involving the use, transmission, or disclosure of individually identifiable health information, you and we must enter into a Business Associate Agreement (addressing certain requirements of Subtitle F of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations) in form and substance satisfactory to us.

21. **Compliance with Applicable Laws.** You represent, warrant, and covenant to us that you will at all times comply with all Applicable Laws governing the receipt, holding, management and/or disbursement of funds in any Beneficial Owner Account.

22. **Indemnification.** You agree to indemnify, defend, and hold us harmless from and against any and all Losses which we suffer or incur as a result of or in connection with (i) your failure to have proper authorization to act on behalf of any Client, (ii) any Client Set-up Form or related information you provide to us which is incomplete or erroneous, and (iii) your failure to comply with Applicable Laws governing the receipt, holding, management and/or disbursement of funds for the benefit of Clients.

23. **Ownership dispute.** In the event that any Client asserts ownership rights to an Account held for the benefit of such Client, or any of the funds therein, then absent the mutual written consent of both you and the Client to dispose of the Account and related funds, we reserve the right, in its sole discretion, to suspend all activity on that Account and to interplead the funds into court.

24. **Termination.** Unless terminated sooner in accordance with the terms of the Master Agreement or this Service Description, this Service Description and the Service will continue in effect until terminated by either party upon ninety (90) days prior written notice to the other party. We may terminate the Service following notice to you (i) if you breach any material provision of the Master Agreement or this Service Description and fail to cure the breach within fifteen (15) days after we give notice of the breach, or (ii) notwithstanding the foregoing, if you fail at any time to maintain the minimum balance in the Recovery Accounts required under section 12 of this Service Description. Termination of the Service will not affect your or our rights with respect to transactions which occurred before termination.

25. **Survival.** Sections 4, 10, 12, 14, 17- 19, 22- 24 will survive termination of the Services.

Payable Through Draft Service

1. **Description of Service.** With this Service, we provide you with information about payable-through Drafts that are purportedly drawn on you and received by us so that you can determine if you will pay, edit or dishonor each Draft.

2. **Requirements for Draft stock.** You will ensure each Draft contains:
   a. The legend *"PAYABLE THROUGH WELLS FARGO BANK,* N.A.";and
   b. Our routing number on the MICR line of the Draft. You will also comply with all other requirements we communicate to you. You will not issue any Draft until we notify you that your Draft stock meets our specifications.

3. **Electronic presentment.** Each Business Day, we will present to you each Draft we receive before the Cutoff Time. We will electronically present you with a report or transmission ("Activity Report") containing the serial number and amount of each Draft available to you through your chosen information reporting service. No physical delivery of a Draft or of a substitute check or a purported substitute check in lieu of a Draft will occur.

4. **Images of Drafts; identifying Unauthorized Drafts.** We will make an electronic image of each Draft available to you through our *CEO®* portal. If for any reason we cannot make an electronic image of a Draft available to you, you remain solely responsible for determining whether a Draft described in each Activity Report is an Unauthorized Draft.

5. **Funding.** You will maintain immediately available funds in your Account sufficient to cover the full amount of Drafts you issue. We have no obligation to honor any Draft if you do not have immediately available funds in your Account sufficient to cover the full amount of the Draft. If an arbitrator or a court determines a Draft has been paid under circumstances that we incur any liablility for the Draft under Applicable Law or any agreement having the force of law, you will pay us on demand for the amount of the Draft.

6. **Decisioning.** You must notify us of any presented Draft that is to be edited (section 8 [Edits to Drafts]) or dishonored (section 9 [Drafts to be dishonored]) by the Cutoff Time on the next Business Day following the Business Day on which we made the Activity Report available to you ("Decision Deadline"). You will notify us through our *CEO* portal as set forth inthe Reverse Positive Pay Service Description or, in the case of dishonor instructions only, through a means acceptable to us. If we do not receive your edit requests or dishonor instructions by the applicable Decision Deadline, you will be deemed to have instructed us to pay each Draft described in the Activity Report(s) for that Business Day, and you will be obligated to pay the amount of each Draft.

7. **Provisional payment of Drafts.** Any payment or other settlement for a Draft, except a Draft cashed in accordance with section 10, will be provisional and subject to revocation by:
   a. You, if you direct us to dishonor a Draft before the applicable Decision Deadline, or
   b. Us at any time before midnight of the day we presented the Draft to you.

8. **Edits to Drafts.** You may request edits of the serial number and/or amount of any Draft described on the Activity Report(s) for any current Business Day. You will notify us of each edit request by means acceptable to us. We may deny your edit request based on our evaluation.

9. **Drafts to be dishonored.**
   a. **General.** We are subject to requirements regarding the return of Drafts under Applicable Law, including the requirement to provide notice of a dishonored Drafts. We may be liable for the amount of the Draft and other damages if we do not meet these requirements. You are solely responsible for dishonoring any Draft including any Unauthorized Draft. If you decide to dishonor any Draft we present to you, you will notify us prior to the Decision Deadline in accordance with the Reverse Positive Pay Service Description.
   b. **Reimbursement obligation; revocation instructions.** You will promptly reimburse us for any Losses we suffer or incur as a result of our dishonor of a Draft in accordance with your notice to us. Any payment or other settlement of a Draft will be provisional and can be revoked by:
      i. You, if you direct us to dishonor a Draft before the Decision Deadline, and
      ii. Us, at any time before midnight of the first Business Day after the day we presented the Draft to you.

      To be effective, we must receive your revocation instruction in a time and manner that gives us a reasonable opportunity to act on it before the payee deposits, cashes or otherwise negotiates the Draft.

   c. **Fraud.** If your reason for dishonoring a Draft is fraud, your return instruction alone will not constitute a claim for a fraudulent transaction. You must file a separate claim with us relating to the fraudulent transaction.

10. **Draft Cashing.** We offer a Draft Cashing Service (see our User Guide for more information). If you enroll in this Service, you waive any rights to dishonor or issue an edit request with respect to any Draft we cash at our teller line.

11. **Liability and Indemnification.**
   a. **Indemnification.** You will indemnify, defend, and hold us, and our Representatives harmless from and against all Losses arising out of or relating to:
      i. (1) our failure to identify an Unauthorized Draft, (2) our refusal to cash a Draft, (3) our failure to meet any requirement to which section 9 (Drafts to be dishonored) of this Service Description refers, (4) our payment of an Unauthorized Draft, or (5) our exercise of our rights, or our performance of our obligations, in accordance with this Service Description,
      ii. A breach of either the Image Quality Warranty or the No Double Debit Warranty (as defined below),
      iii. Our obligation to indemnify and reimburse a depository bank that accepts the original paper check from which an electronic check is created, if the loss is due to the check having already been paid, and
      iv. If we transfer or present an "electronically-created item" and receive settlement or other consideration for it, our obligation to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against Losses that result from the fact that:
         1. The electronic image or electronic information of the electronically-created item is not derived from a paper check,
         2. The person on whose account the electronically-created item is drawn did not authorize the issuance of the electronically-created item or to the payee stated on the item, and

3. A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically-created item in such a way that the person is asked to make payment based on an item or check it has paid.

"Electronically-created item" means an electronic image that has all the attributes of an electronic check or electronic returned check but was created electronically and not derived from a paper check. "Image Quality Warranty" means our guarantee that the electronic image of the check accurately represents all of the information on the front of the check as of the time the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of the check. "No Double Debit Warranty" means our guarantee that the warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to make payment on a check that it has already paid.

When we transfer an electronic check for collection or payment, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. When we transfer an electronic returned check for return, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, the depository bank, and the owner. For purposes of this section 11.a, the term "check" and "electronically created item" includes a Draft.

b. **Unauthorized Draft.** With respect to each Draft, we:
   i. Will be deemed to be a collecting bank and not a drawee bank, and
   ii. Disclaim all liability applicable to a payor bank under the Transfer and Presentment Warranties in Articles 3 and 4 of the UCC.

   In the event any Draft paid by you is subsequently determined to be an Unauthorized Draft, we will take any action reasonably requested by you to enforce against prior parties (including prior collecting banks, endorsers and other holders) whatever rights you may have against those prior parties, but we will not be liable to you with respect to the Unauthorized Draft and will not be obligated to take any action with respect to the Unauthorized Draft unless you first indemnify us for all costs, expenses and liabilities, including reasonable attorneys' fees and legal expenses, which we may incur as a result of such action.

c. **Delayed Return.** You are responsible to any party that incurs a loss in connection with a Draft, if:
   i. The loss is due to a delay in the return of the Draft, and
   ii. The delay is caused, in whole or in part, by any presentment-related problem resulting from:
      1. The failure of any Draft to meet our draft specifications (section 2), or
      2. Material appearing on the back of the Draft when it was issued by you including without limitation carbon blanks, blacked-out areas and printed or written text or numbers.

12. **Survival.** Sections 3, 4, 6, 9, 10, and 11 of this Service Description will survive termination of the Service.

Third Party Drafts Service

1. **Description of Service.** You provide draft stock to your customers (each, a "third party") that issue third party drafts. With this Service, we will provide you with a controlled disbursement service for third party drafts. You will establish and maintain:
   a. One or more demand deposit accounts with us (each, a "Funding Account"), and
   b. One or more demand deposit accounts with us (each, a "Disbursement Account"), each of which is linked to a Funding Account and assigned to one of our controlled disbursement end points (each, an "End Point").

2. **Requirements for Draft stock.** You will ensure each Draft contains:
   a. The legend *"PAYABLE THROUGH WFB, N.A.";* and
   b. Our routing number on the MICR line of the Draft. You will also comply with all other requirements we communicate to you. You will not provide Draft stock to any third party until we notify youthat your Draft stock meets our specifications.

3. **Electronic presentment.** Each Business Day, we will present to you each Draft we receive before the Cutoff Time. We will electronically present you with a report or transmission ("Activity Report") containing the serial number and amount of each Draft available to you through your chosen information reporting service. No physical delivery of a Draft or of a substitute check or a purported substitute check in lieu of a Draft will occur.

4. **Images of Drafts; identifying Unauthorized Drafts.** We will make an electronic image of each Draft available to you through our *CEO®* portal. If for any reason we cannot make an electronic image of a Draft available to you, you remain solely responsible for determining whether a Draft described in each Activity Report is an Unauthorized Draft.

5. **Funding.** You will maintain immediately available funds in your Account sufficient to cover the full amount of Drafts youissue. We have no obligation to honor any Draft if you do not have immediately available funds in your Account sufficient to cover the full amount of the Draft. If an arbitrator or a court determines a Draft has been paid under circumstances that we incur any liablility for the Draft under Applicable Law or any agreement having the force of law, you will pay us on demand for the amount of the Draft.

6. **Decisioning.** You must notify us of any presented Draft that is to be edited (section 8) or dishonored (section 9) by the Cutoff Time on the next Business Day following the Business Day on which we made the Activity Report available to you ("Decision Deadline"). You will notify us through our CEO portal as set forth inthe Reverse Positive Pay Service Description or, in the case of dishonor instructions only, through a means acceptable to us. If we do not receive your edit requests or dishonor instructions by the applicable Decision Deadline, you will be deemed to have instructed us to pay each Draft described in the Activity Report(s) for that Business Day, and you will be obligated to pay the amount of each Draft that is not timely returned by us.

7. **Provisional payment of Drafts.** Any payment or other settlement for a Draft, except a Draft cashed in accordance with section 10 [Draft cashing], will be provisional and subject to revocation by:
   a. You, if you direct us to dishonor a Draft before the applicable Decision Deadline, or
   b. Us at any time before midnight of the day we presented the Draft to you.

8. **Edits to Drafts.** You may request edits of the serial number and/or amount of any Draft described on the Activity Report(s) for any current Business Day. You will notify us of each edit request by means acceptable to us. We may deny your edit request based on our evaluation.

9. **Drafts to be dishonored.**
   a. **General.** We are subject to requirements regarding the return of Drafts under Applicable Law, including the requirement to provide notice of a dishonored Draft. We may be liable for the amount of the Draft and other damages if we do not meet these requirements. You are solely responsible for dishonoring any Draft including any Unauthorized Draft. If you decide to dishonor any Draft we present to you, you will notify us prior to the Decision Deadline in accordance with the Reverse Positive Pay Service Description.

b. **Reimbursement obligation; revocation instructions.** You will promptly reimburse us for any Losses we suffer or incur as a result of our dishonor of a Draft in accordance with your notice to us. Any payment or other settlement of a Draft will be provisional and can be revoked by:
   i. You, if you direct us to dishonor a Draft before the Decision Deadline, and
   ii. Us at any time before midnight of the first Business Day after the day we presented the Draft to you.

   To be effective, we must receive your revocation instruction in a time and manner that gives us a reasonable opportunity to act on it before the payee deposits, cashes or otherwise negotiates the Draft.

c. **Fraud.** If your reason for dishonoring a Draft is fraud, your return instruction alone will not consitute a claim for a fraudulent transaction. You must file a separate claim with us relating to the fraudlent transaction.

10. **Draft cashing.** We, or an affiliate, will not cash any Draft presented for encashment at our teller line, except at our own discretion.

11. **Liability and indemnification.**
   a. **Indemnification.** You will indemnify, defend, and hold us, and our Representatives harmless from and against all Losses arising out of or relating to:
      i. (1) our failure to identify an Unauthorized Draft, (2) our refusal to cash a Draft, (3) our failure to meet any requirement to which section 9 (Drafts to be dishonored) of this Service Description refers, (4) our payment of an Unauthorized Draft, or (5) our exercise of our rights, or our performance of our obligations, in accordance with this Service Description,
      ii. A breach of either the Image Quality Warranty or the No Double Debit Warranty (as defined below),
      iii. Our obligation to indemnify and reimburse a depository bank that accepts the original paper check from which an electronic check is created, if the loss is due to the check having already been paid, and
      iv. If we transfer or present an "electronically-created item" and receive settlement or other consideration for it, our obligation to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against Losses that result from the fact that:
         1. The electronic image or electronic information of the electronically-created item is not derived from a paper check,
         2. The person on whose account the electronically-created item is drawn did not authorize the issuance of the electronically-created item or to the payee stated on the item, and
         3. A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically-created item in such a way that the person is asked to make payment based on an item or check it has paid.

      "Electronically-created item" means an electronic image that has all the attributes of an electronic check or electronic returned check but was created electronically and not derived from a paper check. "Image Quality Warranty" means our guarantee that the electronic image of the check accurately represents all of the information on the front of the check as of the time the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of the check. "No Double Debit Warranty" means our guarantee that the warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to make payment on a check that it has already paid.

      When we transfer an electronic check for collection or payment, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the paying

bank, and the drawer. When we transfer an electronic returned check for return, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, the depository bank, and the owner. For purposes of this section 11.a, the term "check" and "electronically created item" includes a Draft.

b. **Unauthorized Draft.** With respect to each Draft, we:
   i. Will be deemed to be a collecting bank and not a drawee bank, and
   ii. Disclaim all liability applicable to a payor bank under the Transfer and Presentment Warranties in Articles 3 and 4 of the UCC.

   In the event any Draft paid by you is subsequently determined to be an Unauthorized Draft, we will take any action reasonably requested by you to enforce against prior parties (including prior collecting banks, endorsers and other holders) whatever rights you may have against those prior parties, but we will not be liable to you with respect to the Unauthorized Draft and will not be obligated to take any action with respect to the Unauthorized Draft unless you first indemnify us for all costs, expenses and liabilities, including reasonable attorneys' fees and legal expenses, which we may incur as a result of such action.

c. **Delayed return.** You are responsible to any party that incurs a loss in connection with a Draft, if:
   i. The loss is due to a delay in the return of the Draft, and
   ii. The delay is caused, in whole or in part, by any presentment-related problem resulting from:
      1. The failure of any Draft to meet our draft specifications (section 2), or
      2. Material appearing on the back of the Draft when it was issued by you including without limitation carbon banks, blacked-out areas and printed or written text or numbers.

12. **Anti-money laundering and sanctions controls.** While this Service Description is in effect, you will:
   a. Be solely responsible for monitoring, interpreting and complying with all laws, regulations,judicial and administrative decisions, and executive orders that apply to you as a provider of accounts to your customers on which Drafts are issued, including the U.S. anti-money laundering and anti-terrorist financing ("AML") and sanctions laws and regulations;
   b. Maintain policies and procedures to reasonably ensure compliance with applicable provisions of the U.S. AML laws and regulations, including but not limited to the USA PATRIOT Act ("PATRIOT Act"), and regulations promulgated by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury;
   c. Where you qualify under section 314(b) of the PATRIOT Act, maintain an effective notice with FinCEN evidencing your intent to engage in information sharing pursuant to section 314(b) of the PATRIOT Act;
   d. If subject to the PATRIOT Act, maintain policies and procedures that include a risk assessment of its products and services, designate a Board-approved AML Compliance Officer responsible for overseeing the components of the AML Program, and include processes for training, monitoring of Drafts, recordkeeping and reporting;
   e. Provide copies of your policies, procedures and practices designed to comply with this section 12, as we may request from time to time; and (b) upon our request and sole expense, allow us, or our designee, to make such on-site visits to you as we deem necessary or appropriate to review your policies, procedures and practices designed to comply with this section 12; and
   f. Work with us in good faith to minimize the number of on-site visits and to limit the impact of the on-site visits on your business.

13. **Survival.** Sections 3, 4, 6, 9, 10 and 11 of this Service Description will survive termination of the Service.

Glossary

Account Agreement means the applicable account agreement governing your Account.

Applicable Law is defined in section 3 of the Master Agreement.

Business Day means every day except Saturday, Sunday and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day on we are open for business related to that Service.

Check Issue Data means for any Check or Draft, the complete serial number and numeric amount. If you have elected the Payee Validation service option under the Positive Pay Service, Check Issue Data also includes the payee's name.

Cutoff Time means our cutoff time each Business Day that we separately disclose to you for the Service.

Decision Deadline means on any Business Day, (i) for the Positive Pay Service, the time we establish by which you must choose to pay or return each Exception Check, and (ii) for the Reverse Positive Pay Service, the time we establish by which you must choose to edit or return each Check on the Paid Items Report.

Draft means each payable-through draft or third party draft we present to you in accordance with this Service Description and includes an Unauthorized Draft.

Item has the meaning given in the Account Agreement.

Losses means all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees, disbursements of legal counsel and court fees).

Master Agreement means the Master Agreement for Treasury Management Services.

Matching Check is a Check presented to us that matches the Check Issue Data you have provided to us.

Obligations means any and all advances, debts, loans, obligations and liabilities that you owe us and our affiliates pursuant to the terms of this Service Description, including any advances we make to the Funding Account pursuant to Section 3 of the Controlled Disbursements Service Description and any advances we make to the Disbursement Account pursuant to Section 4 of the Controlled Disbursements Service Description.

Representatives is defined in section II(f) oftheMaster Agreement.

Unauthorized Draft means a counterfeit or altered Draft, a reproduction of a duly authorized Draft, a Draft with a forged or other unauthorized signature, or a forged, unauthorized, incorrect or illegible endorsement.

Information Reporting and Image Delivery Service Description

Treasury Management Services

November 8, 2019

© 2019 Wells Fargo Bank, N.A. All rights reserved. Modified for City of Farmington April 2024

Introduction

The Service Documentation contains the terms and conditions under which we provide you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in the Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The service ("Service") covered by this Service Description is:

- Information Reporting and Image Delivery

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the Service),
b. The Acceptance (which indicates your acceptance of the Service Documentation),
c. The Master Agreement (which contains terms and conditions applicable to all services),
d. The Account Agreement governing the Account,
e. The Product Enrollment Form (which contains set-up information for each service in which you are enrolling), and
f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Information Reporting and Image Delivery

1. **Description of services.**
   a. With this Service we make data regarding transactions and/or images of Items posted to or processed through your Accounts available to you in order to provide you with timely information on your Account activity. We refer to the data and images as "information." The information and reports you can access are described in the User Guide for the Service. If you elect to use the Cash Flow Analysis Service (described further in the User Guide for the Service), you may also manually populate external data you want to view through this Service.
   b. The methods we use to make information available to you (and we may remove or add methods from time to time) include without limitation BAI File Transfer, InfoFax fax/email, SWIFT messaging, ISO 20022 XML transmission, physical media (CD-ROM and DVD), Machine-to-Machine, our CEO portal, and an Application Programming Interface ("API") through the Wells Fargo Gateway.
   c. The Master Agreement (which contains terms and conditions applicable to all services),
      i. Posted to or processed through the Account,
      ii. Cashed or collected by us or accepted for deposit to the Account, and
      iii Returned unpaid to the Account.

Images of posted paper Items that have been converted to ACH Entries pursuant to the ACH Rules may not be available through this Service.

2. **Accuracy of Information.**
   a. We will not verify the accuracy or completeness of: (i) information from other financial institutions, (ii) information you manually populate, or (iii) cash forecasting information. Forecasting information is not a guarantee of actual performance.
   b. Account balances and other information that reflect intraday activity on your Account may differ from the available balance as determined under our funds availability policy (as described in the Account Agreement) and by our internal risk parameters.

3. **Intentionally Omitted.**

4. **Stop payment orders.** If you elect a service option through which you can place stop payment orders, your rights and our obligations regarding any stop payment order will be determined as provided in the Account Agreement.

Glossary

Account means your account(s) with us used in connection with the Services.

Account Agreement means the applicable account agreement governing the Account.

ACH means automated clearing house.

ACH Rules means the Nacha Operating Rules and any applicable local ACH rules.

Item is defined in the Account Agreement.

Master Agreement means the Master Agreement for Treasury Management Services.

WELLS FARGO

Stagecoach Sweep@ service description

Treasury Management Services

December, 2021

© 2021 Wells Fargo Bank, N.A. All rights reserved.

Table of contents

3 Introduction

3 Services

3 Wells Fargo Stagecoach Sweep®

Introduction

The Service Documentation contains the terms and conditions governing each service ("Service") that Wells Fargo Bank, N.A. ("Bank") provides to Customer under this Service Description. "Customer" is the Bank customer identified on the Acceptance of Services that is signed when Customer enrolls in the Service ("Acceptance").

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the specific Service),
b. The Acceptance (which indicates Customer's acceptance of the Service Documentation),
c. The Master Agreement for Treasury Management Services ("Master Agreement") (which contains terms and conditions applicable to all Services),
d. The account agreement governing the account(s) (each, an "Account") Customer uses in connection with the Service,
e. The Product Enrollment Form (which contains set-up information for each Service in which Customer is enrolling), and
f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

This Service Description and the Master Agreement are posted on Wells Fargo Vantage[SM] f/k/a Commercial Electronic Office® or (CEO®) ("Vantage"). If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Customer's use of the Service confirms Customer's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on Vantage. When required by applicable law, Bank will notify Customer of the update. If Customer continues to use the Service after the update takes effect, Customer will be deemed to have agreed to the update.

Services

Wells Fargo Stagecoach Sweep®

1. **Description of Service.**

   The Service enables Customer to link each domestic demand deposit account Customer enrolls in the Service ("Account") to one of the options described in Section 3 (each, an "Investment Sweep Option"). Customer may also link Customer's Account to Customer's line of credit with Bank ("Credit Sweep Option"), as described in Section 5. At the end of each Business Day, funds are transferred automatically or "swept" from the Account in accordance with Customer's designation(s) in the Acceptance. The amount swept ("Transferable Balance") is the Collected Balance in the Account less the Target Collected Balance. The "Collected Balance" is the amount available for immediate withdrawal from the Account. The "Target Collected Balance" is the amount that Bank and Customer have agreed will be maintained in the Account. A "Business Day" is every day except Saturdays, Sundays, federal holidays and days when the New York Stock Exchange is closed. Customer may access its funds only through the Account(s) it has enrolled in the Service. Circumstances in which the entire Transferable Balance may not be invested are described in Section 4. Additional provisions pertaining to the Investment Sweep Options are set forth in Sections 6 through 10.

2. **Authorization.**

   Customer appoints Bank as its agent to act with respect to the Service and the Investment Sweep Option Customer has elected in the Acceptance.

3. **Investment Sweep Options.**

Bank offers the following Investment Sweep Options, each of which is subject to Section 4:

a. Wells Fargo Stagecoach Sweep® Preferred Option. The Transferable Balance will be swept to an omnibus deposit account at Bank ("Preferred Option Account"). Funds belonging to multiple Bank customers are held in this omnibus deposit account. At the beginning of the next Business Day the entire amount held in Customer's Investment Sweep Option, less any earnings, will be swept back to the Account.

b. Wells Fargo Stagecoach Sweep® Repurchase Agreement Option with secondary Wells Fargo Stagecoach Sweep® Preferred Option. The Transferable Balance will be swept to the Wells Fargo Stagecoach Sweep® Repurchase Agreement ("Repurchase Agreement") Option. Any portion of the Transferable Balance which is not swept to a Repurchase Agreement will be swept to the Preferred Option Account. At the beginning of the next Business Day the entire amount held in Customer's Investment Sweep Option, less any earnings, will be swept back to the Account.

c. Wells Fargo Stagecoach Sweep® Repurchase Agreement Option. The Transferable Balance will be swept to the Wells Fargo Stagecoach Sweep® Repurchase Agreement ("Repurchase Agreement") Option. Any portion of the Transferable Balance not swept to a Repurchase Agreement will remain in the Account and not earn interest. At the beginning of the next Business Day the entire amount held in Customer's Investment Sweep Option, less any earnings, will be swept back to the Account.

d. Wells Fargo Stagecoach Sweep®, Money Market Mutual Fund ("MMMF") Option. The Transferable Balance will be transferred to an omnibus deposit account at Bank. At the beginning of the next Business Day, the Transferable Balance will be transferred from the omnibus deposit account at Bank to an omnibus investment account in Bank's name at the custodian of the MMMF. MMMF shares belonging to multiple Bank customers are held in this investment account. Any portion of the Transferable Balance not swept to the MMMF will remain in the Account, and no dividends will accrue on it. If the Collected Balance in the Account on any Business Day is less than the Target Collected Balance, Bank will redeem a sufficient number of Customer's MMMF shares, as determined on the Business Day following the Business Day on which this shortfall occurs, to restore the Collected Balance to the Target Collected Balance. Purchases and redemptions of MMMF shares in connection with this Investment Sweep Option may occur only through deposits to or withdrawals from the Account. This option is available only to entities having a United States presence, as demonstrated by a U.S. mailing address in Bank's records for Customer.

4. **Maximum Investment Amount; Transferable Balance not invested; earnings on Investment Sweep Option.**

a. Maximum Investment Amount. If Customer has designated a maximum amount for investment in Customer's Investment Sweep Option ("Maximum Investment Amount"), then the maximum amount invested for Customer on any given Business Day will equal the lesser of the Customer's Transferable Balance or Maximum Investment Amount. Any portion of Customer's Transferable Balance that is not invested pursuant to this Section 4a will remain in the Account and not earn interest.

b. Transferable Balance not invested. Bank will exercise reasonable efforts to invest the entire Transferable Balance but reserves the right to invest less when Bank determines in its sole discretion that the entire Transferable Balance exceeds the amount Bank is able to invest for Customer in the ordinary course of business. Any Transferable Balance not invested pursuant to this Section 4b will be held in accordance with Customer's Investment Sweep Option.

c. Earnings on Customer's Investment Sweep Option. Bank will handle any earnings on Customer's Investment Sweep Option in accordance with Customer's separate instructions to Bank.

5. **Credit Sweep Option.**

At the end of each Business Day, the Transferable Balance will first be applied to the outstanding balance on the line of credit specified by Customer in the Acceptance ("LOC"). Any remaining funds will then be deemed to be the Transferable Balance with respect to the Investment Sweep Option that Customer may have also selected. If the Collected Balance is less than the Target Collected Balance, funds will be advanced from the LOC and credited to the Account. The application of payments to and advances from the LOC are governed by the documents governing the LOC as amended or replaced from time to time (collectively, "Loan Documentation"). Bank may terminate the Credit Sweep Option immediately without notice to Customer if an event of default occurs under the Loan Documentation.

6. **Provisions Applicable To Each Investment Sweep Option.**

NO EMPLOYEE OR AGENT OF BANK HAS BEEN AUTHORIZED TO PROVIDE ANY INFORMATION OR TO MAKE ANY REPRESENTATION REGARDING A SWEEP OPTION OTHER THAN THE INFORMATION AND REPRESENTATIONS CONTAINED IN THE SERVICE DOCUMENTATION AND IF SUCH INFORMATION IS PROVIDED OR SUCH A REPRESENTATION IS MADE, IT MAY NOT BE RELIED UPON AS BEING AUTHORIZED BY BANK.

7. **Additional Provisions Applicable to Wells Fargo Stagecoach Sweep® Preferred Option.**

a. Interest. Interest will accrue on Customer's Transferable Balance in Bank's Preferred Option Account at a variable rate determined by Bank from time to time in its sole discretion. Accrued interest will be credited to the Account as agreed by Customer and Bank. If Customer has elected to be paid interest on a monthly basis, pending any such payment, interest on Customer's accrued but unpaid interest will accrue and compound daily. For advance information about the interest rate on any given Business Day, Customer may contact its relationship manager at Bank.

b. Statements. Bank will make a periodic statement available to Customer showing the Account balance for each day in, and the amount of interest earned for, the statement period. Additionally, Customer may elect to receive a daily confirmation showing the Account balance and the amount of interest earned for the preceding day.

c. Bank fees. Bank reserves the right to assess a monthly deposit balance fee and a monthly recoupment fee on Customer's Customer's average daily Transferable Balance during the statement period. These fees are in addition to Bank's monthly maintenance fee. When Bank assesses the deposit balance fee or the recoupment fee, the amount of each fee will appear on the client analysis statement for Customer's account(s). For more information on the deposit balance fee and the recoupment fee, see Bank's Commercial Account Agreement. Bank reserves the right to change these fees at any time without notice.

8. **Additional Provisions Applicable to Wells Fargo Stagecoach Sweep® Repurchase Agreement Option.**

THE RATE OF RETURN ON THE REPURCHASE AGREEMENT INVESTMENT IS NOT THE SAME AS THE RATE OF RETURN ON THE UNDERLYING GOVERNMENT SECURITIES. GENERAL BANKING ASSETS MAY BE USED TO SATISFY BANK'S REPURCHASE OBLIGATIONS TO CUSTOMER.

INVESTMENTS IN REPURCHASE AGREEMENTS ARE NOT DEPOSITS, ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION AND ARE NOT GUARANTEED BY THE UNITED STATES GOVERNMENT OR ANY AGENCY OF IT, OR BY BANK, NOR IS BANK'S OBLIGATION TO REPURCHASE CUSTOMER'S FRACTIONAL INTEREST IN ANY SECURITIES ACQUIRED UNDER REPURCHASE AGREEMENTS.

THE REPO SECURITIES MAY OR MAY NOT BE GUARANTEED BY THE UNITED STATES GOVERNMENT BUT ANY SUCH GUARANTY DOES NOT FLOW TO CUSTOMER. ALL SECURITIES CARRY INVESTMENT RISK AND MAY LOSE VALUE.

a. Purchases and sales. Subject to the limitations described in Section 8b, on each Business Day on which there is a Transferable Balance Bank will sell to Customer an interest ("Fractional Interest") in a pool of securities used by Bank as repurchase agreement collateral ("Repo Securities"), which will be described in a written confirmation to Customer (see Section 8g). Each sale by Bank to Customer is a "Transaction".

   Subject to Section 8b regarding purchase increments, the price of Customer's Fractional Interest ("Purchase Price") will equal the Transferable Balance. The Fractional Interest equals a fraction having the Transferable Balance as its numerator and the market value of the Repo Securities owned by Bank on the purchase date as its denominator. At the beginning of the first Business Day following the sale to Customer of a Fractional Interest, Bank will repurchase that Fractional Interest from Customer at (a) the Purchase Price thereof, regardless of any fluctuation in the market value of the Repo Securities, payable immediately, plus (b) a rate of return equal to 1/360 of the Pricing Rate, payable at the time agreed by Customer and Bank. The "Pricing Rate" is a variable rate determined by Bank from time to time in its sole discretion and will be reflected in the confirmation sent to Customer. For advance information regarding the Pricing Rate on any given Business Day, Customer may contact its relationship manager at Bank.

   The Service will be governed by all applicable federal and state laws and regulations, including without limitation any requirements applicable to "public funds". Customer represents and warrants to Bank that Customer (i) is authorized pursuant to its governing documents and applicable law to enter into repurchase agreements; (ii) is authorized pursuant to its governing documents and applicable law to invest in the type of securities designated by Bank in connection with Customer's repurchase agreement transactions; and (iii) has obtained all necessary approvals required by its governing documents and applicable law, including but not limited to resolutions of Customer's governing body to enroll in this Repurchase Agreement option.

b. Purchase increments. To avoid odd lot purchases of Repo Securities, Bank may require that Transferable Balances be used to purchase Customer's Fractional Interest in increments of $100 (with any unused Transferable Balance remaining in the Account).

c. Holding of securities. On the date that Bank repurchases Customer's Fractional Interest, any Repo Securities designated to Customer as collateral will be released to Bank's account. Bank acts as Customer's agent and in the event of default (i.e., Bank failure), Customer has the right to direct Bank to sell the Repo Securities and apply the proceeds in satisfaction of Bank's obligations to Customer under this Repurchase Agreement Option.

d. Right of substitution. Bank will not have any right of substitution with respect to the Repo Securities.

e. Margin. Because all repurchase transactions under the Investment Sweep Option are overnight securities transactions backed by the federal government or federal agency securities in which Bank has an interest, Bank will not be required to maintain margin (instead, Customer will have the security interest described in Section 1Ob). In addition, because Customer will purchase its Fractional Interest from Bank using the Transferable Balance, and only if a Transferable Balance is available on any given Business Day to execute such transaction, Customer will not be required to maintain margin.

f. Pledge of securities. Although the Repo Securities may be guaranteed as to principal and interest by the federal government or by the issuing federal agency, any such guarantee runs only to Bank by virtue of its direct ownership of the Repo Securities and does not extend to Customer as a Fractional Interest holder. To collateralize Bank's repurchase obligation, a security interest in certain Repo Securities is transferred to Customer. This security interest is described in Section 1Ob. In addition, the market value of the Repo Securities may fluctuate rendering liquidation insufficient to fulfill the Bank's entire obligation to Customer in a default situation. If the liquidation value of the Repo Securities is insufficient for full reimbursement, or if another creditor successfully claims rights to the securities, then Customer will have to look to other assets of Bank as an unsecured general creditor for repayment of any uncovered portion of the repurchase obligation.

g. Confirmations and statements. Bank will make a daily confirmation available to Customer showing Customer's principal sweep amount, purchase date, repurchase date, Fractional Interest, market price and the CUSIP number(s) of the Repo Securities, and accrued rate of return credited for the preceding Business Day. The confirmation, together with the Service Documentation, will constitute conclusive evidence of the terms agreed between Customer and Bank with respect to the transaction to which the confirmation relates, unless with respect to the confirmation specific objection is made promptly after receipt thereof. In the event of a conflict between a term of the confirmation and the Service Documentation, the confirmation will control. Bank will also make a periodic statement available to Customer showing the Account balance for each day in, and the amount of interest earned for, the statement period.

h. Additional disclosures.

i. Customer and Bank recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

ii. It is understood that either party's right to liquidate Repo Securities held for in connection with Transactions hereunder or to exercise any other remedies hereunder is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended

iii. Customer and Bank agree and acknowledge that if a party hereto is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Transaction hereunder is a "qualified financial contract," as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

iv. In the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 ("1934 Act"), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("SIPA") do not protect the other party with respect to any Transaction hereunder.

v. In the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder.

vi. In the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

9. **Additional provisions applicable to Wells Fargo Stagecoach Sweep®, Money Market Mutual Fund Option.**

MONEY MARKET MUTUAL FUNDS (EACH, A “MMMF”) ARE NOT FDIC INSURED, HAVE NO BANK GUARANTY AND MAY LOSE VALUE.

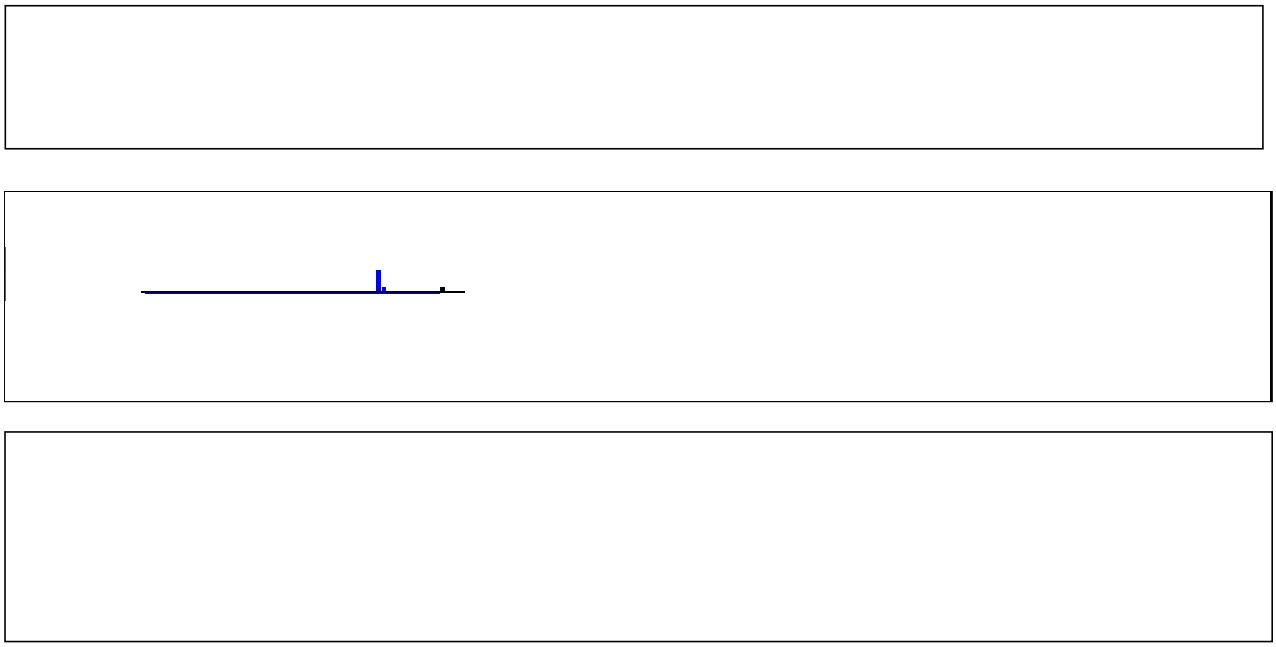
AN INVESTMENT IN A MMMF IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENT AGENCY. ALTHOUGH

MMMFs SEEK TO PRESERVE THE VALUE OF CUSTOMER'S INVESTMENT AT $1.00 PER SHARE, IT IS POSSIBLE TO LOSE MONEY BY INVESTING IN A MMMF.

FOR MORE INFORMATION REGARDING ALLSPRING FUNDSINCLUDING THE MMMF OPTION CUSTOMER SELECTED, OBTAIN A CURRENT PROSPECTUS BY CALLING 1-800-260-5969, OR BY VISITING www.allspringglobal.com. CONSIDER THE INVESTMENT OBJECTIVES, RISKS, CHARGES AND EXPENSES OF THE INVESTMENT CAREFULLY BEFORE INVESTING. THIS AND OTHER INFORMATION ABOUT ALLSPRING FUNDS CAN BE FOUND IN A CURRENT PROSPECTUS. PLEASE READ IT CAREFULLY BEFORE INVESTING.

ALLSPRING FUNDS MANAGEMENT, LLC, A WHOLLY OWNED SUBSIDIARY OF ALLSPRING GLOBAL INVESTMENTS HOLDINGS, LLC ("ALLSPRING GLOBAL"), PROVIDES INVESTMENT ADVISORY AND ADMINISTRATIVE SERVICES FOR THE ALLSPRING FUNDS. OTHER SUBSIDIARIES OF ALLSPRING GLOBAL PROVIDE SUB-ADVISORY AND OTHER SERVICES FOR THE FUNDS. THE FUNDS ARE DISTRIBUTED BY ALLSPRING FUNDS DISTRIBUTOR, LLC, MEMBER FINRA/SIPC, A SUBSIDIARY OF ALLSPRING GLOBAL.

S



a. General. If Customer has elected the MMMF Investment Sweep Option, then it acknowledges receiving a copy of the prospectus relating to MMMF shares that will be purchased using this Investment Sweep Option. This prospectus forms part of the Service Documentation and will control over the other Service Documentation with respect to the MMMF shares.
b. Purchase of shares. Bank will transfer funds to purchase shares of the MMMF at their net asset value ("NAV") as determined on the Business Day following the transfer of Customer's Transferable Balance to the omnibus deposit account at Bank. Customer's shares of the MMMF ("Investment Balance") will be held in Bank's name, as agent on behalf of all of its customers invested in the MMMF, in an omnibus investment account at the custodian for the MMMF. Customer's funds held in the omnibus deposit account at Bank are eligible for FDIC insurance; Customer's Investment Balance is not FDIC insured.
c. Statements. Bank will make a periodic statement available to Customer showing the Investment Balance and Customer's purchases and redemptions of MMMF shares during the statement period. Customer may also telephone Bank at its customer service number (1-800-289-3557) to determine the Investment Balance as of the close of the previous Business Day.
d. Termination, suspension of Service. Customer's investment in the MMMF shares will be credited by Bank to the Account within three Business Days from Bank's (i) receipt of a notice from Customer to Bank terminating the Service or (ii) suspension of the Service, on the closing price of the Business Day on which Customer's MMMF shares are sold. Accrued dividends attributable to the period when the Investment Sweep Option was in effect will be paid no later than the fifth Business Day of the month following the last month that the Investment Sweep Option was in effect.
e. **Shareholder communications.** All shareholder communications with respect to the MMMF will be forwarded to Customer's current address as shown on Bank's records.
f. Dividend accruals. Daily dividend accruals are based on the Investment Balance at the end of each day. If Customer's Account is credited for a MMMF redemption on a day preceding a non-Business Day, the redemption amount will be subtracted from the Investment Balance before the non-Business Day dividend accruals are calculated.

10. **FDIC disclosures.**

FDIC regulations require all insured depository institutions to disclose in writing to sweep account customers whether funds in a sweep account are deposits within the meaning of 12 U.S.C. 1813(1) and, if the funds are not deposits, the status such funds would have if the depository institution failed.

a. Wells Fargo Stagecoach Sweep® Preferred Option. Funds held on Customer's behalf in Bank's Preferred Option Account are deposits and are eligible for FDIC insurance under applicable FDIC insurance rules and limits.

b. Wells Fargo Stagecoach Sweep® Repurchase Agreement Option. Customer's Fractional Interest is not a deposit. The Repurchase Agreement Option meets the FDIC's requirements for a properly executed repurchase agreement. If Bank were to fail, Customer's funds used to purchase Customer's Fractional Interest would not be eligible for FDIC insurance. The FDIC would treat Customer as a secured creditor to the extent of the then-current value of Customer's Fractional Interest and as an unsecured general creditor to the extent the Purchase Price exceeded the then-current value of Customer's Fractional Interest.

Wells Fargo Stagecoach Sweep® Money Market Mutual Fund Option. Funds held on Customer's behalf in the omnibus deposit account are deposits and are eligible for FDIC insurance under applicable FDIC insurance rules and limits. Customer's MMMF shares held in the omnibus investment account at the custodian of the MMMF are not deposits and will not be eligible for FDIC insurance. Customer is the owner of its MMMF shares.

c. Wells Fargo Stagecoach Sweep® Money Market Mutual Fund Option. Funds held on Customer's behalf in the omnibus deposit account are deposits and are eligible for FDIC insurance under applicable FDIC insurance rules and limits. Customer's MMMF shares held in the omnibus investment account at the custodian of the MMMF are not deposits and will not be eligible for FDIC insurance. Customer is the owner of its MMMF shares.

Treasury Management Product Enrollment

Customer Information

Customer name _____ *CEO* Company ID _____

Street address _____

City _____ State _____ ZIP _____

Country name _____ Country Code (if applicable) _____

Primary contact _____ Phone _____

Email address _____ Fax _____

CEO® Users Set-up

User name	User ID (if existing)

Select one or more *CEO* Products for the user(s) listed above:

Treasury Management Products Not in Administration:

- D Autolink
- D Bill Manager
- D Electronic Document Delivery
- D Invoice Manager
- D Receivables Manager
- D Retail Lockbox Image Archive
- D Reverse Positive Pay
- D Sweep and Fed Funds - Statements and Confirmation
- D Wells Fargo Business Online

Treasury Management Products in Administration:

- D ACH Payments1 User
- D ACH Payments1Administrator
- 0 ACH Fraud Filter
- D Alerts
- D ARP Register Maintenance
- D Basic Banking
- D Canadian Treasury Services
- D Cash Concentration
- D Cash Vault
- D Change Orders
- D Change Orders Inquiry
- D Supply Order (specify):
- D Centralized Disbursements
- D Centralized Disbursements - Clients
- D Claims Payments
- D Deposit Inquiry
- D Deposit Maintenance
- D Desktop Deposit
- D E-Box Decisioning
- D Fed Funds
- D Image
- D Image Positive Pay

© 2021 Wells Fargo Bank, N.A., All rights reserved.

D Item Detail Inquiry Service
D Lockbox Correspondence
D Payment Manager File Validation Tool
D SAFE Transmission
D Supplier Payments
D Treasury Information Reporting

D **Lockbox**
D **Payment Manager Online**
D **Returned Items**
D **Statements and Notices2**
D **Transaction Search**
0 **WellsTAX®.**

Accounts: _____

ACH IDs (File ID/Company ID): _____

1 This only covers giving users access *to the high level product in the CEO and the ACH application. Additional approval* is *required to set up detailed product entitlement within the ACH application.*

2 Includes the following: Client Analysis Statements, Commercial Checking/Savings Account Statements, Deposit Adjustment Notices, Merchant Notices, Multi Currency Account Statements and Stop Notices

Internal Bank use only

Does the customer have Administration, or is it included in the current request? D Yes D No

CEO® Users Set-up

User Name	User ID (if existing)

Select one or more *CEO* Products for the user(s) listed above:

D **ACH Payments' User** D **ACH Payments' Administrator** D **ACH Fraud Filter** D **Cards'** D **Payment Manager Online**

D **Other Treasury Management Products not in Administration'**

D **Cash Vault (specify):** D **Deposit Inquiry** D **Change Orders Inquiry** D **Change Orders** D **Supply Order**

Accounts: _____

ACH IDs (File ID/Company ID): _____

1 This only covers giving users access *to the high level product in the CEO and the ACH application. Additional approval* is *required to set up detailed product entitlement within the ACH application.*

2 Recognition Card.

3 Auto/ink, Bill Manager, Document Retrieval, Electronic Document Delivery, Invoice Manager, Payment and Delivery Preferences, Receivables Manager, Retail Lockbox Image Archive, Reverse Positive Pay, Sweep & *Fed Funds - Statements* & *Confirmations,* & *Wells Fargo Business Online (Single* Sign *On).*

4 Alerts, ARP Register Maintenance, Basic Banking, Canadian Treasury Services, Cash Concentration, Centralized Disbursements, Centralized Disbursements- Clients, Claims Payments, Deposit Maintenance (Smart Decision}, Desktop Deposit, E-Box Decisioning, Fed Funds, Image, Image Positive Pay, Item Detail Inquiry Service, Lockbox, Lockbox Correspondence, Payment Manager File Validation Tool, Returned Items, SAFE Transmission, Statements & *Notices (Client Analysis Statements, Commercial Checking/Savings Account Statements, Deposit Adjustment Notices, Merchant Notices, Multi Currency Account Statements and Stop Notices}, Supplier Payments, Transaction Search, Treasury Information Reporting,* & *WellsTAX®.*

INTERNAL BANK USE ONLY

Does the customer have Administration, or is it included in the current request? ☐ **Yes** D **No**

RSA SecurID Token Request Set-up

Please complete the information below to manage RSA SecurID Tokens for Company and Users

RSA Secur/0 tokens are mailed to Company Administrators. If the Company Administrator's mailing address is different than the address listed above in the Customer Information section, please indicate the correct mailing address below:

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Company Administrator name _____ **Phone number** _____

Street Address (tokens cannot be shipped to post office boxes): _____ **City** _____

State _____ **ZIP** _____

For new users

- *New token:* To order a token for the first time for a user.
- *Assign token:* To assign a token to a new user from the supply of tokens accumulated in your Company Token Pool.

For users who have a token today (to request changes for existing users):

- *Replace token:* To order a replacement token for an existing user if there are no tokens available in the Company Token Pool.
- *Assign token:* To assign a token to a new user from the supply of tokens available in your Company Token Pool.
- *Un-assign token:* To remove a token from a user and return the token to you Company Token Pool for reassignment. Please begin collecting and securely retaining unassigned tokens instead of discarding them.
- *Delete token:* To delete a token completely. This option will remove the token from a user and your Company Token Pool. Once a token is deleted, it can no longer be reused and should be discarded. Follow your locale-waste disposal regulations to dispose of old tokens.

User Name# 1 _____ User ID (for existing *CEO®* users) _____

Token Serial#* _____ ACH Payments Admin D Yes 0 No

New User D New token D Assign token*

Existing User (Select one box only) D Replace token D Assign token* D Un-Assign token* D Delete token*

CEO® Administration Set-up

Type of Request - Select request type with corresponding start date.

D New D Change (Make selections only for options that should change) Start Date: _____

Company Administrator - Complete applicable fields.

Company Administrators automatically gain access to all Administration functions. If selecting Administrator you will need to specify the detailed Administration functionality that should be entitled.

A minimum of two (2) Company Administrators is required for Dual Custody.

Each Administrator will be sent a token (unless one has been assigned already) and will be authorized as an administrator for all or specific company authorized *Commercial Electronic Office®(CEO®)* portal services.

Company Administrator Name	Email address	Token Serial Number (If reassigning existing token from token pool)	User ID (if existing)

Administrators

You will need to specify the detailed Administration functionality that should be entitled to an Administrator level user.

Each Administrator will be sent a token (unless one has been assigned already) and will be authorized as an administrator for all or specific company authorized *Commercial Electronic Office®(CEO®)* portal services.

Administrator#1 Detailed Setup - Complete applicable fields

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Administrator name	Email address	Token Serial Number (If reassigning existing token from token pool)	User ID (if existing)

User Administration Options

D User Maintenance D Administrator Maintenance D Reset Password

If granting User Maintenance or Reset Password which users can the Administrator view and manage?

D All Users D Specific Users

List User names or User IDs _____

If granting User Maintenance which CEO Services can the user administer?

D All *CEO* Services D Specific *CEO* Services

CEO Services: _____

If granting User Maintenance which Accounts can the user administer?

D All Accounts D Specific Accounts

Accounts: _____

If granting User Maintenance which ACH IDs can the user administer?

0 All ACH IDs O Specific ACH IDs

ACH IDs: _____

WellsOne® Commercial Card use only

D All Divisions D Specific Divisions

List Divisions that can be administered.

_____

Company Administration Options

D Manage User Defined Lists

D All User List D Specific User List:

Specify User List(s) that can be administered.

_____

D All Account List D Specific Account List:

Specify Account List(s) that can be administered.

_____

D Manage Company Dual Custody settings D Manage Account nicknames D Manage ACH Custom names

D Access to Administration Reports D Manage tokens

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Company Service Options

D Manage Company Alerts settings

D Manage Company Wires settings

D Manage Company Statement & Notices settings

Custody Option

Single Custody - Non-Standard Administration Procedure - Customer has declined to use dual custody, which is part of Bank's standard CEO®Administration procedures. With dual custody, an authenticated second user approves select high-risk activities. Customer has instead elected to use single custody. Customer acknowledges the significantly reduced security, and recognizes the risks and losses that may materialize as a result of its decision to use single custody.

Dual Custody - Bank's standard CEO Administration procedures also include dual custody for select, high-risk activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Forced Dual Custody - By selecting this option, you agree that Wells Fargo will control the dual custody settings for all products and transactions initiated in the CEO Administration service. You will not be able to change the dual custody settings in Administration, as these may only be modified by contacting your bank representative.

Customized Forced Dual Custody - By selecting this option, you agree to work with your banker to customize your dual custody preferences and select the Administration transactions that will require dual custody. Once these customizations have been established you will not be able to modify or remove them through the CEO Administration service, as they may only be changed by contacting your banker. If you enroll in a new CEO product, it will not automatically be placed in dual custody, unless you contact you bank representative.

Customized Forced Dual Custody Settings - Select the products you would like under dual custody in the CEO Administration service. Only select products for which your company is enrolled. Additionally, specify the CEO Administration service functions you would **like** under dual custody.

Product	Custody setting	
ACH Payments (incl. Domestic and International)	D Forced Dual Custody	D Single Custody
Administration	D Forced Dual Custody	D Single Custody
Alerts	D Forced Dual Custody	D Single Custody
Basic Banking	D Forced Dual Custody	D Single Custody
Canadian Treasury Solutions	D Forced Dual Custody	D Single Custody
Cash Concentration	D Forced Dual Custody	D Single Custody
Centralized Disbursements	D Forced Dual Custody	D Single Custody
Centralized Disbursements - Clients	D Forced Dual Custody	D Single Custody
Claims Payments	D Forced Dual Custody	D Single Custody
Credit Management	D Forced Dual Custody	D Single Custody
Dealer Inventory Finance	D Forced Dual Custody	D Single Custody
Deposit Maintenance	D Forced Dual Custody	D Single Custody
Derivatives Access	D Forced Dual Custody	D Single Custody
Desktop Deposit®	D Forced Dual Custody	D Single Custody
E - Box® Decisioning	D Forced Dual Custody	D Single Custody
Fed Funds	D Forced Dual Custody	D Single Custody
Foreign Exchange	D Forced Dual Custody	D Single Custody

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Product	Custody setting	
Fraud Manager:		
ACH Fraud Filter	D Forced Dual Custody	D Single Custody
ARP Register Maintenance	D Forced Dual Custody	D Single Custody
Image Positive Pay	D Forced Dual Custody	D Single Custody
Image	D Forced Dual Custody	D Single Custody
Institutional Investing - Reporting	D Forced Dual Custody	D Single Custody
Item Detail Inquiry Service	D Forced Dual Custody	D Single Custody
Lockbox	D Forced Dual Custody	D Single Custody
Payment Manager®	D Forced Dual Custody	D Single Custody
Returned Items	D Forced Dual Custody	D Single Custody
SAFE Transmission	D Forced Dual Custody	D Single Custody
Statements & Notices	D Forced Dual Custody	D Single Custody
Supplier Payments	D Forced Dual Custody	D Single Custody
Transaction Search	D Forced Dual Custody	D Single Custody
Treasury Information Reporting	D Forced Dual Custody	D Single Custody
Warehouse Lending Finance	D Forced Dual Custody	D Single Custody
WFED^{8M} - Wells Fargo Electronic Deposit^{8M}	D Forced Dual Custody	D Single Custody
Wells Capital Management	D Forced Dual Custody	D Single Custody
WellsOne®Virtual Card Payments	D Forced Dual Custody	D Single Custody
WellsTAX®Payments	D Forced Dual Custody	D Single Custody
Wells Fargo Business Online®	D Forced Dual Custody	D Single Custody
Wires	D Forced Dual Custody	D Single Custody
Administration settings	Custody settings	
Add/Edit User	D Forced Dual Custody	D Single Custody
Password reset	D Forced Dual Custody	D Single Custody
Hide Secret Question and Answer	D Forced Dual Custody	D Single Custody
Wires limits and authorizations	D Forced Dual Custody	D Single Custody
Desktop Deposit Company preferences	D Forced Dual Custody	D Single Custody

CEO® Wires Set-up

☐New D Change

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Company Authorization - (For existing *CEO* Wires customers, only complete values in this section if an update is requested. For New requests confirm and update all fields in this section.)

Cumulative Funds Transfer Daily Limit (Default - 0)	Duplicate Check Number Of Days (Default - 10)	Default Wire Fee Assignment (select one)
$ _____		D Shared (Default) D Beneficiary D Originator
Value Date Roll Forward	**File Import (File Import and Payment Manager Import)**	**Get Rate**
OYes D No (Default)	D Yes (Default) D No	D Yes (Default) D No
Additional Approver Limits (Optional)		
D Wires $ _____	D Book Transfer $ _____	D Drawdown $

Complete the following regarding Funds Transfer Information for specific payment types - (For new and existing CEO Wires customers, only complete values in this section if an update is requested. For New requests; at least one (1) Wire Type must be selected).

Wire Type	Services allowed	Number of Verifiers for Templated Wires (default is 1)	Numbers of Verifiers for Freeform Wires (default is 1
Wire Transfers (Domestic, International, and Federal Tax Payment)	OTemplated Only DFreeform Only OTemplated and Freeform	N/A- No Change	N/A- No Change
Drawdown	OTemplated Only DFreeform Only OTemplated and Freeform	N/A- No Change	N/A- No Change
Book Transfer	OTemplated Only DFreeform Only OTemplated and Freeform	N/A- No Change	N/A- No Change
Template Maintenance	Not Applicable	N/A- No Change	Not Applicable

Account Authorization - Account Services Limits

(For existing CEO Wires customers, only complete values in this section if an update is requested. For New customers at least one (1) account in this section is required).

Account number	Cumulative Daily Limit	Associated application
	$	D Wires D Drawdowns D Book Transfers D Template Maintenance
	$	D Wires D Drawdowns D Book Transfers D Template Maintenance
	$	D Wires D Drawdowns D Book Transfers D Template Maintenance

Company Default Settings (optional User Limits)

For companies choosing to utilize Company Default User Settings (Default User Limits); complete all fields to specify optional default limits for users. Enter User information below and select the Use Company Default Limit checkbox.

Application type	Individual Create/ Modify/ Delete Limit	Cumulative Daily Create/ Modify/Delete Limit	Individual Approve/Reject Limit	Cumulative Daily Approve/ Reject Limit
Wire Transfers				
Drawdown				

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Application type	Individual Create/ Modify/ Delete Limit	Cumulative Daily Create/ Modify/Delete Limit	Individual Approve/Reject Limit	Cumulative Daily Approve/ Reject Limit
Book Transfer				
Template Maintenance	———	———	———	———

User # 1 Information - Complete all fields

User name _____ User ID (if *CEO* user) _____

User Settings

(For new and existing CEO Wires customers, only complete values in this section if an update is requested. For New customers without Administration; at least one (1) user in this section is required. Note: For customers in dual custody without Administration at least two (2) users are required). ☐

Get rate	File Import
OYes	OYes

Services	Type Allowed	Individual Create/Modify/ Delete Limit	Individual Approve/Reject Limit	Cumulative Daily Approve/Reject Limit	Additional Approver Limit*	Cumulative Create/Modify/ Delete Limit
Wire Transfer	DTemplated Only DFreeform Only DTemplated and Freeform					
Book Transfers	DTemplated Only DFreeform Only DTemplated and Freeform					
Drawdowns	DTemplated Only DFreeform Only DTemplated and Freeform					

User Account Authorizations - Provide account number and funds transfer service authorization type.

Account Number			Account Number		
Wires	D Create/Modify/Delete	D Approve/Reject	Wires	D Create/Modify/Delete	D Approve/Reject
Book Transfers	D Create/Modify/Delete	D Approve/Reject	Book Transfers	D Create/Modify/Delete	D Approve/Reject
Drawdowns	D Create/Modify/Delete	D Approve/Reject	Drawdowns	D Create/Modify/Delete	D Approve/Reject
Template Maintenance	D Create/Modify/Delete	D Approve/Reject	Template Maintenance	D Create/Modify/Delete	D Approve/Reject

Voice Wires Set-up

Type of request: D New D Update existing information D Delete existing information

Account numbers (list accounts to be debited for each wire transfer)

1) _____ ☐ GIL ☐ DDA

2) _____ ☐ GIL ☐ DDA

3) _____ ☐ GIL ☐ DDA

Advice information (additional fees apply for these services)

© 2021 Wells Fargo Bank, N.A., All rights reserved.

For fax or email notification on intraday wire activity use the InfoFax setup form.

Mail Advice (this paper-based service is no longer available to add) D Delete Mail Advice

Mailing address for PINs (if blank, items will be mailed to address on primary statement mailing address)

Mail PINs to:

Authorized callers (people authorized to initiate wires)

$ **Limit** = Use "N" if unlimited. The limit applies to all functions unless noted otherwise. If no limit is noted we will set the limit as unlimited.

Initiation Type= If no Initiation Type is noted, we will set the individual up for both Repetitive and Non-Repetitive Wire Initiation. Complete by checking appropriate box: R=Repetitive / B=Both Repetitive and Non-Repetitive.

Authorized callers First and Last name	$ Limit	Phone number including area code	Initiation type
			☐R ☐B

Alternate Account to be charged for wire fees

List account only if wire fees are to be assessed to this account. (Alternate account to be charged must be an Analyzed account. Not available to Retail customers.)

☐DOA AU and G/L _____

Optional Verify Callback Service (does not apply to repetitive wires)

Selecting this fee-based service requires a minimum of two persons with wire transfer authority because the initiator of a wire cannot also approve the wire. If the form does not indicate an Authorized Approver other than the initiator, the optional Verify Callback Service cannot be provided.

Authorized Approvers First and Last name	$ Limit	Phone number including area code

Payment Authorization Service

This service is part of, and will be subject to the terms and conditions stated in the Commercial Account Agreement ("Agreement"). This set-up form supersedes any and all prior payment authorization service forms set up on the referenced account numbers.

Termination: The Service(s) may be immediately terminated by you or us at any time with or without cause by giving written notice to the other party.

Type of request - Select request type. (Refer to the reference guide for complete instructions.)

D **Account-specific Request**	D **Add Payment Authorization Service features checked below to all existing Subaccounts listed under the Master Account-** NOTE: Must attach subaccount list. Does not apply to Maximum Check Amount Authorized Payment Service.	D **Blanket Company Level Approval -** Checking this box covers all future accounts and/or subaccounts owned by the specified legal entity. (A separate form must be completed for each legal entity.)

For Account-specific requests, enter individual account number or Master account number. Does not apply to Blanket Company Level Approval and do not list all Subaccounts.

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Maximum Check Amount Authorized Payment Service *(not available in conjunction with Positive Pay or Perfect Presentment)*

Service: Under the Maximum Check Amount Authorized Payment Service (the "Service") we will automatically (without your specific approval) return unpaid (marked "REFER TO MAKER") checks presented to us drawn against your account specified below which exceeds the Maximum Dollar Authorized Payment Amount specified below:

Check one: D Add service D Change amount D Delete service

Maximum Dollar Authorized payment amount: _____

Account Number(s): _____

Maximum Check Cashing Amount Authorized Payment Service *(not available in conjunction with Positive Pay or Perfect Presentment)*

Service: Under the Maximum Check Cashing Amount Authorized Payment Service (the "Service") we will (without your specific approval) refuse encashment of checks presented to us through our branch/store network drawn against your account specified below which exceed the Maximum Check Cash Amount specified below:

Check one: D Add service D Change amount D Delete service

Maximum Dollar Authorized payment amount: _____

Account Number(s): _____

Maximum Over the Counter Amount Authorized Payment Service

Service: Under the Maximum Over the Counter Amount Authorized Payment Service (the "Service") we will (without your specific approval) refuse withdrawal requests presented to us through our branch/store network drawn against your account specified below which exceeds the Maximum Over the Counter Withdrawal Amount specified below

Check one: D Add service D Change amount D Delete service

Maximum Over the Counter Withdrawal: _____

Account Number(s): _____

Checks to Individuals Authorized Payment Service

Service: Under the Checks to Individuals Authorized Payment Service (the "Service") we will (without your specific approval) refuse encashment of checks presented to us through our branch/store network drawn against your account specified below for any item made payable to an individual.

Check one: D Add service D Delete service

Account number(s): _____

Customer Legal Entity information

The enrollment contains ACH, Wire, or Sweep services the following Customer Entities:

Customer Legal Entity name(s)	Entity ID type	Entity ID
	Select One	

Designation of Wells Fargo *Stagecoach Sweep*® Option

Customer DDA(s)

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Statements and/or Confirmations will be sent to Customer by electronic means unless otherwise requested by Customer. Electronic means include Bank's Commercial Electronic Office®, facsimile and/or Secure E-Mail.

The Wells Fargo Stagecoach Sweep® Service Description can be viewed by pasting this link into an internet browser window: https://wellsoffice.wellsfargo.com/ceopub/assets/pdf/stgcoach-swp/Stagecoach_Sweep_Service_Description.pdf

Investment Sweep

Customer elects the Wells Fargo *Stagecoach Sweep* Preferred Option.

0 Add D Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep* Repurchase Agreement Option with secondary Wells Fargo *Stagecoach Sweep,* Preferred Option.

0 Add D Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep* Repurchase Agreement Option.

0 Add D Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep* Fed Funds Purchased Agreement Option. (Correspondent Bank Only)

0 Add D Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep* Fed Funds Sold Agreement Option. (Correspondent Bank Only)

0 Add D Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep* Fed Funds Purchased and Sold Agreement Option. (Correspondent Bank only)

0 Add O Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Money Market Mutual Fund Sweep

Customer elects the Allspring Treasury Plus Money Market Fund - Class A - Fund 453 Option.

0 Add O Change

Target Balance: _____

Customer elects the Allspring Treasury Plus MMMF- Service Class - Fund 454 Option.

0 Add O Change

Target Balance: _____

Customer elects the Allspring 100% Treasury Money Market Fund - Service Class - Fund 8 Option.

0 Add O Change

Target Balance: _____

Customer elects the Allspring Government MMMF Admin Class - Fund 947 Option.

0 Add O Change

Target Balance: _____

Customer elects the Allspring Government MMMF Institutional - Fund 1751 Option.

0 Add O Change

Target Balance: _____

Customer elects the Allspring Government MMMF Select Class - Fund 3802 Option.

0 Add O Change

Target Balance: _____

Customer elects the Allspring Treasury Plus MMMF Institutional - Fund 793 Option.

0 Add O Change

Target Balance: _____

Credit Sweep

Customer elects Bank's Credit Sweep Option.

0 Add O Change

Target Balance: _____

Obligor # (if applicable): _____

Loan# (Obligation): _____

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Wire Transfer Services - Security Procedure Elections

For detail on the Security Procedure for an applicable initiation method, refer to the language in the Treasury Management Security Procedures Reference Guide. The Initiation Method(s) and Security Procedure(s) Customer has elected for Wire Transfers are:

Commercial Electronic Office® (CEO®)

Dual Custody

The CEO portal is our electronic banking portal that is accessed through the internet. The CEO portal security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. We will use the CEO security procedures to authenticate each Payment Order received through the CEO portal in your name. Our recommended CEO security procedures also include dual custody for select, high-risk wire activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Single Custody

The CEO portal is Bank's electronic banking portal that is accessed through the Internet. The CEO security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Our recommended CEO security procedures include dual custody for select, high-risk wire activities. With dual custody, an authenticated second user approvers these activities. There is no additional charge for dual custody.

When you decline to use dual custody and elect to use single custody with Secure Validation, there is no secondary approval for any high-risk wire transfer activities. Instead, a single-use code is sent to an enrolled telephone number to confirm a high-risk wire transfer activity. Single custody with Secure Validation provides a lower level of protection than dual custody. You acknowledge the reduced security associated with, and recognize the risks and losses that may materialize from, your decision to use single custody with Secure Validation.

Payment Manager®

Secure Application File Exchange Transmission ("SAFE-T")

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2) that we use to authenticate each Payment Order transmitted to us in your name.

Machine-to-Machine ("M2M")

This transmission method uses an XML message interface that is based on the Interactive Financial exchange (IFX) message standard using SOAP structured messages. Data is communicated via the internet using 128-bit encryption and Secure Socket Layers (SSL). We use digital certificates to authenticate each Payment Order transmitted to us in your name.

IBM® Connect:Direct® with Secure Plus+

Secure Plus+ is an add-on to Connect Direct® to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct® is a registered trademark of Sterling Commerce, Inc., an IBM Customer.

Value-Added Network ("VAN")

With this transmission method, a third party serves as an intermediary for transmitting data between you and us. Procedures for transmitting Payment Orders may vary by VAN. We follow the procedures of the VAN selected by you to authenticate each Payment Order transmitted to us through the VAN in your name.

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Wells Fargo Gateway (API)

Through The Wells Fargo Gateway, you (i) access our Application Programming Interface ("API") to securely request that we execute Payment Orders your behalf, and (ii) receive periodic updates from us as we process Payment Orders for you. The Wells Fargo Gateway uses tokenized transmission methods for direct communication between your internal payment system(s) and our payment system.

The Wells Fargo Gateway security procedures require digital authentication of you and us using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process we may require from time to time. Your tokens, API keys, digital certificates, and your instruction to us do not identify an individual user initiating any request through the Wells Fargo Gateway. We validate only that you are authorized to issue Payment Orders and receive periodic updates via the Wells Fargo Gateway, not whether a particular user is authorized to initiate the request.

Voice

Our voice initiation security procedure consists of confirming that the personal identification number ("PIN") accompanying a Payment Order corresponds with a valid PIN assigned to you for voice-initiated Payment Orders. "Payment Order" is defined in the Wire Transfer Service Description.

i. **Telephone Verification Service.** If we receive a voice-initiated, non-repetitive Payment Order that exceeds the applicable pre-designated limit, we will make one attempt to telephone person(s) designated by you on your most current setup form in our records to verify the Payment Order. If we are unable to complete the call, we will not process the Payment Order.

SWIFT®

SWIFT has established procedures for controlling access to SWIFT messaging services (each, an "Access Control") that may include without limitation access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Payment Orders based on SWIFT message type prior to accepting them for routing as SWIFT messages (each, an "Authenticated Message"). This authentication may include confirming that the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time (each, an "Authentication Procedure").

ACH Origination Services - Security Procedure Elections

For detail on the Security Procedure for an applicable initiation method, refer to the language in the Treasury Management Security Procedures Reference Guide. The Initiation Method(s) and Security Procedure(s) Customer has elected for ACH are:

Commercial Electronic Office® (CEO®) - Dual Custody

The CEO portal is our electronic banking portal that is accessed through the internet. The CEO portal security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. Our recommended CEO security procedures also include dual custody for select, high-risk ACH activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Dual Custody with User Approve Own Entitlements

The CEO portal is Bank's electronic banking portal that is accessed through the Internet. The CEO security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Our recommended CEO security procedures include dual custody for select, high-risk ACH activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

When you declines to use full dual custody and elects to use dual custody at a company level with an option that allows designated users to use single custody, the security procedure would be as follows: With dual custody with "User Approve Own Entitlements," designated users are permitted to use single custody. For these designated users, there is no secondary approval for any high-risk ACH activities. You acknowledge the reduced security associated with, and recognize the risks and losses that may materialize from, your decision to not use full dual custody with all users and instead permit designated users to use single custody under "User Approve Own Entitlements."

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Commercial Electronic Office® (CEO®) - Single Custody

The CEO portal is Bank's electronic banking portal that is accessed through the Internet. The CEO security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Our recommended CEO security procedures include dual custody for select, high-risk ACH activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

When you decline to use dual custody and elect to use single custody with Secure Validation, there is no secondary approval for any high-risk ACH activities. Instead, a single-use code is sent to an enrolled telephone number to confirm a high-risk ACH activity. Single custody with Secure Validation provides a lower level of protection than dual custody. You acknowledge the reduced security associated with, and recognize the risks and losses that may materialize from, your decision to use single custody with Secure Validation.

Direct Origination - Secure Application File Exchange Transmission ("SAFE-T")

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

Direct Origination - IBM® Connect:Direct® with Secure Plus+

Secure Plus+ is an add-on to Connect Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct® is a registered trademark of Sterling Commerce, Inc. an IBM Company.

Direct Origination - SWIFT® FileAct

SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

Direct Origination - E-Bill Express

Wells Fargo Gateway (API)®

Through the Wells Fargo Gateway, you access our Application Programming Interface ("API") to securely request that we originate ACH credit and/or debit Entries on your behalf, and receive periodic updates from us as we process ACH Entries for you. "Entry", "Entries" and "Files" are each defined in the Nacha Operating Rules (and any applicable local ACH rules).

The Wells Fargo Gateway uses tokenized transmission methods for direct communication between your internal payment system(s) and our payment system. The Wells Fargo Gateway security procedures require digital authentication of you and us using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process we may require from time to time. Your tokens, API keys, digital certificates, and your instruction to us do not identify an individual user initiating any request through the Wells Fargo Gateway. We validate only that you are authorized to request ACH origination and receive periodic updates via the Wells Fargo Gateway, not whether a particular user is authorized to initiate the request.

Payment Manager®- Secure Application File Exchange Transmission ("SAFE-T")

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

Payment Manager® - Machine-to-Machine ("M2M")

This transmission method may use an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP structured messages or other formats and protocols such as JSON and REST. Data is communicated via the internet using 128-bit encryption and Secure Socket Layers (SSL).

Payment Manager® - IBM® Connect:Direct® with Secure Plus+

Secure Plus+ is an add-on to Connect Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct® is a registered trademark of Sterling Commerce, Inc. an IBM company.

Payment Manager® - Value-Added Network ("VAN")

With this transmission method, a third party serves as an intermediary for transmitting data between you and us. Procedures for transmitting Payment Orders may vary by VAN. We follow the procedures of the VAN selected by you to authenticate each File transmitted to us through the VAN in your name.

Payment Manager® - SWIFT FileAct

SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Third Party Service Provider
If you are utilizing a Third Party Service Provider ("TPSP") as defined in the ACH Rules to originate Entries and Files on your behalf, we will authenticate each File transmitted to us in your name in accordance with the security procedure your TPSP has elected. You will notify us of any change to your TPSP in a manner affording us a reasonable opportunity to act on the information.

Third Party Service Provider: _____

Contact Person: _____

Telephone: _____ Fax: _____

RTP Services

The Initiation Method(s) and Security Procedure(s) Customer has elected for RTP are:

Wells Fargo Gateway (API)®
Through The Wells Fargo Gateway, you access our Application Programming Interface ("API") to securely (i) request that we execute RTP Payment Orders and RTP Messages on your behalf, and (ii) receive periodic updates from us as we process RTP Payment Orders and RTP Messages for you.

The Wells Fargo Gateway uses tokenized transmission methods for direct communication between your internal payment system(s) and our payment system. The Wells Fargo Gateway security procedures require digital authentication of you and us using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process we may require from time to time. Your tokens, API keys, digital certificates, and your instruction to us do not identify an individual user initiating any request through the Wells Fargo Gateway. We validate only that you are authorized to issue RTP Payment Orders and RTP Messages and receive periodic updates via the Wells Fargo Gateway, not whether a particular user is authorized to initiate the request.

Bill Manager Service

The Initiation Method and Security Procedure Customer has elected for Bill Manager is:

Commercial Electronic Office® (CEO®)
The CEO portal is our electronic banking portal that is accessed via the internet. The CEO portal security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. The Bill Manager platform also requires entry of a one-time passcode provided via text message or an automated phone call to verify the device used to initiate the funds transfer.

E-Bill Express Service

The Initiation Method and Security Procedure Customer has elected for E-Bill Express is:

Bill File Inbound - SAFE-T
This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).
AR File Outbound - SAFE-T
This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

CEO® EDD, Electronic Document Delivery Set-up - For Company and Customer(Biller) ID

Type of request	Customer (Biller) ID *(must be associated with the CEO Company ID)*	CEO User name	CEO User ID	Role (select one)
☐ Add ☐ Change ☐ Delete				OView only (default) OView and Authorize ☐ Customer (Biller) Administrator

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Type of request	Customer (Biller) ID *(must be associated with the CEO Company ID)*	CEO User name	CEO User ID	Role (select one)
☐ Add ☐ Change ☐ Delete				0 View only (default) 0 View and Authorize customer (Biller) 0 Administrator
☐ Add ☐ Change ☐ Delete				0 View only (default) 0 View and Authorize customer (Biller) 0 Administrator
☐ Add ☐ Change ☐ Delete				0 View only (default) 0 View and Authorize customer (Biller) 0 Administrator

Zero Balance Account (ZBA)

Request Type	Master Account	Child Account	Cycle	Target Balance
0 Add D Change				

International Zero Balance Account (ZBA)

Level 2 Accounts

Request Type	Child Account(s)	Currency	Transfer Funds To	Sweep Type	Target Balance	Minimum Balance	Maximum Balance
0 Add D Change				0 Debit* D Credit* D Target D Maximum			

*One-way Sweep

Level 3 Accounts

Request Type	Child Account(s)	Currency	Transfer Funds To	Sweep Type	Target Balance	Minimum Balance	Maximum Balance
0 Add D Change				0 Debit* D Credit* D Target D Maximum			

*One-way Sweep

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Customer Approval - (Authorized Signature Required)

Each person who signs this form on Customer's behalf is authorized to do so by resolution, agreement or other legally sufficient action of the governing body of Customer, if Customer is not an individual, or is an Authorized Signer on Customer's account.

Printed name of Authorized Signer	Phone
Signature	Date

Voice Wire only - Submitter information and instructions Internal Bank use only	
Submitter name	Submitter phone
Submitter email	Submitter fax

Note: If Voice Wire is a component of this form, once the customer approves and signs the form, the Banker/Relationship Manager must approve and sign the form, then fax it to Wire Implementation at 866-922-6202 from a valid Wells Fargo fax. File copies in your location's record-retention file.

© 2021 Wells Fargo Bank, N.A., All rights reserved.

Wire Transfer Service Description

Treasury Management Services

© 2019 Wells Fargo Bank, N.A. All rights reserved.

Introduction

The Service Documentation contains the terms and conditions under which we provide you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in the Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The service ("Service") covered by this Service Description is:

- Wire Transfer

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the Service),
b. The Acceptance (which indicates your acceptance of the Service Documentation),
c. The Master Agreement (which contains terms and conditions applicable to all services),
d. The Account Agreement governing the Account,
e. The Product Enrollment Form (which contains set-up information for each service in which you are enrolling), and
f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Wire Transfer Service

1. **Description of service.** With this Service you can instruct us to transfer funds by wire. You agree to comply with all applicable payment system rules, including the national payment system rules and any other Applicable Laws and regulations of the receiving country of the transaction.

2. **Preparation of payment orders; processing schedules.** You will prepare each Payment Order according to guidelines we separately make available from time to time. You will use the applicable Security Procedure when you send a Payment Order to us.

   We will execute each Payment Order in accordance with our then current processing schedule and any accompanying instructions you include regarding the date a Payment Order is to be executed. A Payment Order will be deemed received by us when we have verified it in compliance with the Security Procedure.

   a. If we receive a Payment Order after our Cutoff Time on any Business Day, we will treat the Payment Order as having been received before our applicable Cutoff Time on our next Business Day.
   b. If we execute your Payment Order by sending instructions to another financial institution, we may send the Payment Order by any transmission method and by any route we in our sole discretion consider reasonable.

3. **Inconsistency in name and number.**
   a. If a Payment Order describes the person to receive the funds under the Payment Order both by name and identifying number, we or another financial institution through which the Payment Order is routed may rely solely on the identifying number to identify the person, even if the number identifies a person other than the one named.
   b. If a Payment Order describes a financial institution both by name and identification number, we or another financial institution through which the Payment Order is routed may rely solely on the identification number to identify the financial institution, even if the identification number refers to a financial institution other than the one named.

4. **Authorization to pay.** You authorize us to:
   a. Execute any Payment Order we verify in accordance with the applicable Security Procedure, and
   b. Debit the account specified in the Payment Order even if a debit results in an overdraft on the execution date. If no account is specified, we will debit your Account or any other of your account(s) with us or one of our affiliates.

   You will maintain sufficient available funds in the account specified in the Payment Order at the time of each debit.

5. **Your duty to report erroneous or unauthorized transfer instructions.** You will exercise reasonable care to:
   a. Determine whether a Payment Order accepted by us was either erroneous or not authorized, and
   b. To notify us of the relevant facts within a reasonable time not exceeding 14 days after we notify you that the Payment Order was accepted or that the Account was debited for the Payment Order, whichever is earlier.

   If you do not notify us within 14 days, we will not be liable for any loss of interest or for any other loss relating to an erroneous or unauthorized debit to your account or because of any other discrepancy in the notice.

6. **Rejected payment orders.** If a Payment Order is rejected for any reason, we will attempt to notify you promptly so you can cure the defect. However, we will have no liability to you for a rejected Payment Order or any loss resulting from our delay or failure to notify you.

7. **Cancellation, amendment, reversal.** A Payment Order will be final and not subject to cancellation, amendment or reversal by you, except we may, at your request, make an effort to cancel, amend or reverse a Payment Order without incurring any liability for our failure or inability to do so.

8. **Drawdown requests.** A "drawdown request" is an instruction from you to another depository institution to debit:
   a. An account at that institution and transfer the funds to us (an "outgoing drawdown request"), or
   b. The Account and transfer the funds to that institution (an "incoming drawdown request").

   In this Service description, "Payment Order" includes drawdown requests. We may execute an incoming drawdown request that conforms with instructions we receive through Fed Wire, SWIFT, CHIPs or any other funds transfer system, provided those instructions are not inconsistent with instructions you separately provide in writing. The authority to execute the incoming drawdown request will continue until we receive your express written notice that such authority is revoked and have a reasonable time to act on it.

9. **Limitation of liability.** We will not be liable for any third party's failure to or delay or error in processing a Payment Order. If the beneficiary bank does not pay the beneficiary specified in the Payment Order, a refund will be made only after we have received confirmation of the effective cancellation of the Payment Order and we are in free possession of the funds debited or earmarked in connection with the Payment Order. If we are notified the beneficiary bank did not credit the Account for the full amount stated in a Payment Order, our sole obligation will be to promptly execute a second Payment Order in the amount of the stated deficiency.

   If we execute a Payment Order that is more than the amount stated in the Payment Order, to the extent you do not receive the benefit of the full amount of the Payment Order, we will only be liable for any loss of the principal amount transferred in excess of the amount stated in the Payment Order. Additionally, we will be liable for the amount of interest you have lost due to the transfer of the excess amount, computed at the Federal Funds rate or as otherwise agreed. However, our liability for loss of interest will be limited to 20 calendar days' interest. This section sets forth our complete liability for a Payment Order issued or received under this Wire Transfer Service description.

10. **Survival.** Sections 5, 6, 7 and 9 will survive the termination of the Services.

Glossary

Account means your account(s) with us used in connection with the Service.

Account Agreement means the applicable account agreement governing the Account.

Applicable Law is defined in section 3 of the Master Agreement.

Business Day means every day except Saturday, Sunday and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day on we are open for business related to that Service.

Cutoff Time means our cutoff time each Business Day we separately disclose to you for the applicable Service.

Master Agreement means the Master Agreement for Treasury Management Services.

Payment Order means an instruction to us in your name to transfer funds from your Account (and includes any communication cancelling or amending an instruction).

Security Procedure is defined in the Product Enrollment Form and in section 6 of the Master Agreement.

Exhibit B

(Cost Proposal) Exhibit F of Bank's December 14, 2022 Response to City's Request for Proposal

Treasury Management Pricing

City of Farmington: RFP #23-149075

Below is the activity for the City in October 2022 with your current Wells Fargo Relationship. The pricing applied is what is proposed in our RFP response.

Analysis Summary		
Average Positive Collected Balance	$	7,796,175.87
Reserve Requirement @ 0.00%	$	0.00
Investable Balance Available for Services	$	7,796,175.87
Monthly Analyzed Charges	$	11,049.42
Earnings Allowance @ 1.55% (Mananged Rate proposed in RFP)	$	10,263.18
Net Monthly Analyzed Charges	$	786.23
*Monthly Fee Based Charges	$	0.00
Total Monthly Analyzed Charges after Earnings Allowance	**$**	**786.23**

*Charges not offset by balances

Stagecoach Sweep- Potential Earnings		
Below is the recommended sweep provided in our response. If the City were to consider utilizing all available funds for this service, the earnings would offset all analysis fees and provide a dividend for the investment. As we continue our partnership, we will help create a deposit strategy that best fits the City. Rate set to change with market conditions.		
Sweep Investment Fund	Government MMF Institutional	
Sweep Investment Balance	$	7,796,175.87
Sweep Interest Rate		3.54%
Sweep Investment benefit to Farmington	$	22,998.72
Total Analyzed Charges with utilizing Sweep (including cost for sweep services totaling $190.00)*	$	10,222.989
Sweep Earnings for Farmington after Analysis Fees	**$**	**12,775.73**

*Total fees lowered with sweep investment due to lower recoupment fees

Sweep is Not FDIC insured -- No Bank guarantee -- May lose value

SERVICE DETAILS

WF Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
		BALANCE & COMPENSATION INFORMATION			
IAMTH	000230	RECOUPMENT MONTHLY	0.12750	7,972	1,016.43
		BALANCE & COMPENSATION INFORMATION Subtotal			**1,016.43**
		GENERAL ACCOUNT SERVICES			
22051	010000	ACCT MAINTENANCE	10.00000	6	60.00
22421	010310	SUB ACCT STATEMENT FEE	10.00000	1	10.00
DS585	010021	SUBACCOUNT MAINTENANCE	2.00000	30	60.00
DS001	010021	ZERO BALANCE MONTHLY BASE	5.00000	3	15.00
CK021	010100	DEBITS POSTED	0.05000	157	7.85
08026	010610	CHECK DEPOSIT ADJUSTMENT	0.00000	1	0.00
		GENERAL ACCOUNT SERVICES Subtotal			**152.85**
		LOCKBOX SERVICES			
36769	05011L	LBX PAPER PACKAGE BASE	150.00000	1	150.00
03302	050400	LBX TRANSMISSION BASE	220.00000	1	220.00
03102	050000	LBX REMIT PROCESSED CASH	10.00000	2	20.00
03611	050000	LBX REMIT PROCESSED EXPRESS MAIL	2.25000	25	56.25
36731	050530	LBX CORRESPONDENCE OR REJECTS	0.65000	106	68.90
03905	05011R	LBX DOCUMENT SCANNED	0.00000	10,214	0.00
36791	050600	LBX 7 YEAR IMAGE ARCHIVE	0.02000	10,214	204.28
36737	05011A	LBX CHECK PHOTOCOPY	0.45000	152	68.40
52035	050425	LBX IMAGE FILE IMPORT	0.05000	10,214	510.70
36745	050129	LBX VALUE ADDED KEYING	0.02000	4,194	83.88
36606	05011F	LBX PAPER RETURN	0.20000	18	3.60
03303	050410	LBX PKG US MAIL DELIVERY	1.00000	120	120.00
48200	050020	LBX WHOLETAIL BASE	100.00000	1	100.00
48210	050100	LBX WT CHECKS	0.00000	4,594	0.00
48220	050122	LBX WT TOTAL PAYMENTS PROCESSED	0.16000	5,450	872.00
48307	059999	LBX WT STD ITEM PROCESSED NON SCAN	0.30000	152	45.60
48221	050122	LBX WT MULTI PAYMENT	0.05000	1,323	66.15
48222	050002	LBX WT PARTIAL PAYMENT	0.09000	339	30.51
48257	050899	LBX WT MARK SENSE OR ADDRESS CHANGE	0.05000	5,450	272.50
48501	050401	LBX WT TRANSMISSION PER ITEM	0.01000	5,602	56.02
ED500	050030	E-BOX MONTHLY MAINT (W/CROSS REF)	100.00000	1	100.00
ED470	059999	E-BOX PAYMENT	0.05000	3,186	159.30
ED521	050030	E-BOX REPORTING PACKAGE MTHLY BASE	50.00000	1	50.00
ED524	050030	E-BOX REVERSAL REPORTING MTHLY BASE	0.00000	1	0.00
		LOCKBOX SERVICES Subtotal			**3,258.09**

		DEPOSITORY SERVICES			
CK161	100006	CASH DEPOSITED IN WF BRANCH	0.00400	2,715	10.86
CK199	10001A	POST VERIFY CASH DEPOSITED	0.00300	407,560	1,222.68
CK197	100040	CASH ORDER FEE IN A WF BRANCH	9.00000	15	135.00
CK131	100040	ROLLED COIN FURNISHED BY WF BRANCH	0.50000	26	13.00
CK141	100040	CURRENCY FURNISHED BY WF BRANCH	0.00300	1,533	4.60
CK064	100416	CEO RETURN ITEM SERVICE MTHLY BASE	0.00000	30	0.00
CK061	100400	RETURN ITEM - CHARGEBACK	3.00000	15	45.00
CK075	100402	RETURN ITEM REDEPOSITED	1.00000	15	15.00
08052	100006	BRANCH DEPOSIT	4.00000	34	136.00
22723	10001A	BRANCH DEPOSIT POST VERIFY	3.00000	381	1,143.00
08025	100015	MISCELLANEOUS CREDITS POSTED	0.50000	21	10.50
12707	100610	DEPOSIT LOCATION REPORTING - ITEM	0.00500	707	3.54
002	100225	DEPOSITED CHECK	0.10000	2,738	273.80
311	100225	WHOLESALE LOCKBOX - DEPOSITED CHECK	0.10000	4,667	466.70
		DEPOSITORY SERVICES Subtotal			**3,479.67**
		PAPER DISBURSEMENT SERVICES			
DS191	150122	PAYEE VALIDATION STANDARD-ITEM	0.00000	730	0.00
22810	150500	WF CHK CASHED FOR NONACCT HOLDER	5.00000	14	70.00
DS255	151399	WELLSIMAGE PAID CHECK PER ITEM	0.03000	723	21.69
34336	150724	POSITIVE PAY EXCEPTION - CEO IMAGE	0.50000	23	11.50
12812	151352	CEO IMAGE VIEW < 90 DAYS - ITEM	0.05000	11	0.55
12815	151352	CEO IMAGE VIEW > 90 DAYS - ITEM	0.25000	11	2.75
22225	150240	CHECK CASHING THRESHOLD MO BASE	2.00000	1	2.00
22245	150240	CHECKS PAY TO INDIV BLOCK MO BASE	2.00000	1	2.00
22235	150240	OTC DEBIT BLOCK MONTHLY BASE	2.00000	1	2.00
12903	150310	POSITIVE PAY EXCEPTIONS - ITEM	1.00000	23	23.00
12907	150030	POSITIVE PAY MONTHLY BASE	10.00000	3	30.00
MD091	150240	PYMT AUTH MAX CHECK MTHLY BASE	2.00000	3	6.00
12670	150410	STOP PAYMENT - ONLINE	1.00000	3	3.00
22020	151350	WELLSIMAGE PAID CHECK MONTHLY BASE	50.00000	1	50.00
22202	150100	DDA CHECKS PAID	0.05000	730	36.50
22015	151353	WELLSIMAGE PAID CHECK PER CD	20.00000	1	20.00
64104	151350	IFI MAINTENANCE PER PRODUCT	100.00000	1	100.00
		PAPER DISBURSEMENT SERVICES Subtotal			**380.99**
		PAPER DISBURSEMENT RECON SERVICES			
DS322	200120	ARP PARTIAL RECONCILIATION - ITEM	0.03000	730	21.90
12687	209999	ARP AGED ISSUE RECORDS ON FILE-ITEM	0.00000	9,154	0.00
12061	200020	ARP MONTHLY BASE - PARTIAL	15.00000	4	60.00
12604	200306	ARP OPTIONAL REPORTS	2.00000	61	122.00
12430	200301	ARP OUTPUT - TRANSMISSION	0.00000	60	0.00
12379	200201	ARP PART POSITIVE PAY ISSUE - ITEM	0.02500	790	19.75
34350	200306	CEO ARP STMT & RPTS MONTHLY BASE	5.00000	4	20.00
12694	200100	OUTGOING TRANSMISSION - PER ITEM	0.00500	732	3.66
		PAPER DISBURSEMENT RECON SERVICES Subtotal			**247.31**

		GENERAL ACH SERVICES			
CK018	250201	ELECTRONIC CREDITS POSTED	0.05000	836	41.80
34342	250400	ACH CEO RETURN SUBSCRIPTION - ITEM	0.50000	39	19.50
34340	250400	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	5.00000	6	30.00
ES280	250000	ACH MONTHLY BASE	15.00000	3	45.00
ES211	250102	ACH FUTURE DATED ITEM	0.02500	2,680	67.00
ES216	250102	ACH SAME DAY	0.25000	2,597	649.25
ES206	250120	ACH ORIGINATED - ADDENDA REC	0.10000	14	1.40
ES349	250220	ACH RECEIVED ADDENDA	0.00000	365	0.00
ES344	250202	ACH RECEIVED ITEM	0.02500	787	19.68
06504	250302	ACH RETURN ADMIN -MANUAL	3.00000	17	51.00
06503	250302	ACH RETURN ITEM-MANUAL	3.00000	4	12.00
ES803	250500	ACH PAYMENTS ONLINE BATCH RELEASE	2.00000	10	20.00
ES801	250501	ACH TRANSMISSION CHARGE	2.00000	28	56.00
ES237	250710	ACH FAX SERVICE	7.00000	10	70.00
34377	250000	ACH PAYMENTS BASE FEE	15.00000	2	30.00
ACH1D	250102	ACH PAYMENTS FUTURE DATED ITEM	0.02500	28	0.70
34333	251050	ACH CEO FRAUD FILTER REVIEW MO BASE	1.00000	6	6.00
34335	251053	ACH CEO FRAUD FILTER REVIEW - ITEM	1.00000	38	38.00
06535	250302	ACH NOC - MANUAL	5.00000	11	55.00
34330	250703	ACH CEO SUBSCRIPTION - ACCOUNT	5.00000	7	35.00
		GENERAL ACH SERVICES Subtotal			**1,247.33**
		EDI PAYMENT SERVICES			
ED265	300210	RECEIVABLES MANAGER ACH ITEM	0.05000	734	36.70
34240	300010	CEO EDI PMT DETAIL SUBSC MO BASE	10.00000	1	10.00
28006	300200	REC MGR OR E-BOX TRANSMISSION	2.50000	60	150.00
28019	300010	RECEIVABLES MANAGER MONTHLY BASE	100.00000	3	300.00
28011	300210	RECEIVABLES MANAGER RECVD ADDENDA	0.00000	352	0.00
28318	300210	RMGR ITEM CHK AND OTHER ELECTRONIC	0.05000	4,746	237.30
		EDI PAYMENT SERVICES Subtotal			**734.00**
		WIRE & OTHER FUNDS TRANSFER SERVICE			
ES073	359999	WIRE BASE -VOICE	6.00000	2	12.00
ES167	359999	WIRE PIN BASE	1.50000	3	4.50
ES030	350300	WIRE IN TO USA ACCT-USA DOMESTIC	2.00000	6	12.00
ES141	350120	WIRE BOOK TRANSFER CEO/API	5.00000	2	10.00
		WIRE & OTHER FUNDS TRANSFER SERVICE Subtotal			**38.50**
		INFORMATION SERVICES			
34123	40022Z	CEO ALERTS SERVICE - EMAIL	0.00000	320	0.00
34602	400274	CEO E-BOX RPT - ITEM	0.05000	3,186	159.30
34601	400054	CEO E-BOX RPT SUBSCRIPTION MO BASE	50.00000	1	50.00
34121	400274	CEO INTRADAY REPORTING ITEMS RPTD	0.05000	744	37.20
34120	400055	CEO INTRADAY REPORTING SUBSCRIPTION	10.00000	2	20.00
34115	400271	CEO PREV DAY REPORTING ITEMS LOADED	0.05000	2,255	112.75
34100	400052	CEO PREV DAY REPORTING SUBSCRIPTION	10.00000	6	60.00
27707	400340	CEO SEARCH	0.00000	11	0.00
34205	400003	WIRE TRANSFER REPORT BASE-CEO	10.00000	1	10.00
15017	400003	DESKTOP DEPOSIT MONTHLY BASE	15.00000	3	45.00
		INFORMATION SERVICES Subtotal			**494.25**

		SETUP CHARGES			
06094	251001	ACH FRAUD FILTER - SET UP	10.00000	2	20.00
		GENERAL ACH SERVICES Subtotal			**20.00**
		Total Analyzed Charges			**786.23**
		***Total Fee Based Charges**			**0.00**
		Total Service Charges			**786.23**
		Sweep Services (if Implemented)			
34110	450405	SWEEP ACCOUNT POSITION REPORT	40.00000	1	40.00
22087	450403	SWEEP STAGECOACH MUTUALFND ELECTNIC	0.00000	1	0.00
22094	450200	SWEEP STAGECOACH MUTUAL FND MO BASE	150.00000	1	150.00
		Subtotal			**190.00**

WELLS FARGO

Disclosures

We created this proposal for you based on our understanding of your requirements and the services in which you expressed interest. This proposal confirms the deposit and treasury management services and the pricing we plan to provide you based on certain assumptions including projected volumes and other relevant information you provided.

This document is confidential. Please do not share it without first obtaining our written permission. The services and pricing contained in this proposal are valid for 90 days. The pricing is subject to change if the actual volume or scope of services differs from the assumptions upon which we based the pricing.



This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply email and delete this message.Thank you for your cooperation.

© 2022 Wells Fargo Bank, N.A. All rights reserved. Not intended for public distribution.

City of Farmington/San Juan County

Exhibit F - Banking Fees Cost Proposal Form

The below is a price list of fees pertaining to services required or requested by the agencies within the RFP. Any fees with no volume were for additional services requested in the RFP. The original pricing sheet is included in this document if you 'unhide' the tab within this workbook.

Please see tab titled 'City of Farmington- October' to see how this pricing will be applied for existing services and relationship along with potental revenue from Sweep Services

	City of Farmington						
AFP CODE	**SERVICE DESCRIPTION**	**12 Month Total**	**Average Monthly Volume**	**Monthly Fee**	**Per Transaction / % Fee**	**How Calculated (total, weighted average, etc.)**	**Other/Notes**
00 0230	RECOUPMENT MONTHLY IB	16,041	3,208		0.12750		Fee to partially recover insurance premiums the Bank pays to the FDIC for deposit insurance. Monthly charge based upon average monthly ledger balance. Assessed on per thousand dollar basis. See Commercial Account Agreement for additional information.
00 0230	RECOUPMENT MONTHLY	325,435	27,120		0.12750		Fee to partially recover insurance premiums the Bank pays to the FDIC for deposit insurance. Monthly charge based upon average monthly ledger balance. Assessed on per thousand dollar basis. See Commercial Account Agreement for additional information.
01 0000	ACCT MAINTENANCE	58	5	10.00000		Monthly per account	
01 0021	ZERO BALANCE MONTHLY BASE	36	3	5.00000		Per account	
01 0021	SUBACCOUNT MAINTENANCE	360	30	2.00000		Per Subaccoun	
01 0100	DEBITS POSTED	1,753	146		0.05000	Per Transaction	
01 0310	SUB ACCT STATEMENT FEE	12	1		10.00000	Monthly	
05 0000	LBX REMIT PROCESSED CASH	9	2		10.00000	Per Transaction	Lockbox still provided to Farmington- Included Cost
05 0000	LBX REMIT PROCESSED EXPRESS MAIL	193	16		2.25000	Per Transaction	Lockbox still provided to Farmington- Included Cost
05 0002	LBX WT PARTIAL PAYMENT	4,764	397		0.09000	Per Transaction	Lockbox still provided to Farmington- Included Cost
05 0020	LBX WHOLETAIL BASE	12	1	100.00000		Monthly	Lockbox still provided to Farmington- Included Cost
05 0030	E-BOX MONTHLY MAINT (W/CROSS REF)	12	1	100.00000		Monthly	Lockbox still provided to Farmington- Included Cost
05 0030	E-BOX REPORTING PACKAGE MTHLY BASE	12	1	50.00000		Monthly	Lockbox still provided to Farmington- Included Cost
05 0030	E-BOX REVERSAL REPORTING MTHLY BASE	12	1	0.00000		Monthly	Lockbox still provided to Farmington- Included Cost
05 0100	LBX WT CHECKS	61,646	5,137		0.00000	Per transaction	Lockbox still provided to Farmington- Included Cost
05 011A	LBX CHECK PHOTOCOPY	1,940	162		0.45000	Per transaction	Lockbox still provided to Farmington- Included Cost
05 011F	LBX PAPER RETURN	156	31		0.20000	Per transaction	Lockbox still provided to Farmington- Included Cost
05 011L	LBX PAPER PACKAGE BASE	5	1	150.00000		Monthly	Lockbox still provided to Farmington- Included Cost
05 0122	LBX WT TOTAL PAYMENTS PROCESSED	72,161	6,013		0.16000	Per transaction	Lockbox still provided to Farmington- Included Cost
05 0122	LBX WT MULTI PAYMENT	16,593	1,383		0.05000	Per transaction	Lockbox still provided to Farmington- Included Cost
05 0129	LBX VALUE ADDED KEYING	62,955	5,246		0.02000	Per keystroke	Lockbox still provided to Farmington- Included Cost
05 011E	LBX POST OFFICE RETURNED MAIL	1	1		5.00000	Per transaction	Lockbox still provided to Farmington- Included Cost
05 0400	LBX TRANSMISSION BASE	12	1	220.00000		Monthly	Lockbox still provided to Farmington- Included Cost
05 0401	LBX WT TRANSMISSION PER ITEM	74,101	6,175		0.01000	per item	Lockbox still provided to Farmington- Included Cost
05 0410	LBX PKG US MAIL DELIVERY	1,333	111		1.00000	per transaction	Lockbox still provided to Farmington- Included Cost
05 0425	LBX IMAGE FILE IMPORT	136,115	11,343		0.05000	per image	Lockbox still provided to Farmington- Included Cost
05 0530	LBX CORRESPONDENCE OR REJECTS	1,712	143		0.65000	per item	Lockbox still provided to Farmington- Included Cost
05 0600	LBX 7 YEAR IMAGE ARCHIVE	136,115	11,343		0.02000	per image	Lockbox still provided to Farmington- Included Cost
05 0899	LBX WT MARK SENSE OR ADDRESS CHANGE	72,161	6,013		0.05000	per item	Lockbox still provided to Farmington- Included Cost
05 9999	LBX WT STD ITEM PROCESSED NON SCAN	1,940	162		0.30000	per item	Lockbox still provided to Farmington- Included Cost
05 9999	E-BOX PAYMENT	42,019	3,502		0.10000	per item	
05 9999	E-BOX PAYMENT REVERSED	10	1		0.25000	per transaction	
08 0100	PAYMENT MGT WELLSONE VIRTUALCRD PMT		-		0.00000	Per Transaction	Consolidated Payables
10 0006	BRANCH DEPOSIT	364	30		4.00000	per deposit	
10 0006	CASH DEPOSITED IN WF BRANCH	10,779	898		0.00400	per dollar	
10 0010	LOOSE COIN DEPOSITED IN BRANCH	1	1				
10 0015	MISCELLANEOUS CREDITS POSTED	258	22		0.50000	per credit	
10 001A	BRANCH DEPOSIT POST VERIFY	4,509	376		3.00000	per deposit	
10 001A	POST VERIFY CASH DEPOSITED	5,869,352	489,113		0.00300	per dollar	
10 0040	ROLLED COIN FURNISHED BY WF BRANCH	348	29		0.50000	per roll	
10 0040	CURRENCY FURNISHED BY WF BRANCH	35,923	2,994		0.00300	per dollar	
10 0040	CASH ORDER FEE IN A WF BRANCH	226	19		9.00000	per order	
10 0100	CASH VAULT DEPOSIT		-		3.00000	Per Deposit	Cash Vault Services
10 0110	CASH VAULT DEP - ROLLED COIN		-		0.12000	Per Coin Roll	Cash Vault Services
10 0111	CASH VAULT DEP - NONSTD COIN BAG		-		12.00000	Per Nonstandard Coin Bag	Cash Vault Services
10 0113	CASH VAULT DEP - STD COIN BAG		-		3.50000	Per Standard Coin Bag	Cash Vault Services
10 0141	CASH VAULT ORDER - AUTOMATED		-		7.00000	Per Currency Order	Cash Vault Services
10 0144	CASH VAULT COIN ROLLS FURNISHED		-		0.12000	Per Coin Roll	Cash Vault Services
10 0145	CASH VAULT COIN FURN-STD HALF BOX		-		4.00000	Per Coin Box	Cash Vault Services
10 0146	CASH VAULT COIN FURNISHED-STD BOX		-		4.00000	Per Coin Box	Cash Vault Services
10 0147	CASH VAULT ORDER - HALF STD BAG		-		3.00000	Per Half Bag Order	Cash Vault Services
10 0147	CASH VAULT ORDER - FED STD BAG		-		3.00000	Per Coin Bag Order	Cash Vault Services
10 0154	SAFEVANTAGE EXPEDITED CREDIT		-		0.00010	Pass Through for Deposits	Cash Vault Services- Smart Safe
10 0154	SAFEVANTAGE CASH DEPOSITED		-		0.00130	Per Dollar Deposited	Cash Vault Services- Smart Safe
10 0199	CASH VAULT CURRENCY/COIN DEPOSITED		-		0.00060	Per Dollar Deposited	Cash Vault Services
10 0199	CASH VAULT CURRENCY FURNISHED		-		0.00130	Per Dollar Furnished	Cash Vault Services
10 0199	VENDOR FEES-ARMORED CAR/CASH SERV	7,503	625		1.00000		Pass through for vendor fees outside of services charged through analysis
10 0225	DEPOSITED CHECK	39,845	3,320		0.10000	per item	
10 0225	WHOLESALE LOCKBOX - DEPOSITED CHECK	40,107	3,342		0.05000	per check	Lockbox still provided to Farmington- Included Cost
10 0400	RETURN ITEM - CHARGEBACK	146	12		3.00000	per item	
10 0402	RETURN ITEM REDEPOSITED	132	11		1.00000	per itme	
10 0404	ADMIN RETURN ITEM-REPAIRED ACH ITEM	29	5		2.25000	per item	
10 0404	ADMIN RETURN ITEM-REPAIRED AS CHECK	2	1		3.50000	per item	
10 0416	CEO RETURN ITEM SERVICE MTHLY BASE	360	30		0.00000	Monthly per account	
10 0453	RETURN ITEM CONVERTED CHK REDEPOSIT	17	3		2.00000	per item	
10 0453	RETURN ITEM CONVERTED CHK CHGBK IRD	16	3		3.00000	per item	
10 0501	CASH VAULT DEP - ADJUSTMENT		-		2.00000	Per Adjustment	Cash Vault Services
10 0501	ADJ FOR CASH DEPOSITED IN WF BRANCH	8	2		13.00000	per adjustment	
10 0610	DEPOSIT LOCATION REPORTING - ITEM	10,131	844		0.00500	per item	
10 9999	SMART DECISION-ELEC CHECK ACH ONUS	4,545	758			per item	Service no longer provided
15 0030	POSITIVE PAY MONTHLY BASE	36	3	10.00000		monthly per account	
15 0100	DDA CHECKS PAID	8,619	718		0.05000	per check	
15 0122	PAYEE VALIDATION STANDARD-ITEM	8,594	716		0.00000	per check	
15 0222	POSITIVE PAY EXCEPTION CHECKS RETND	14	2		1.00000	per item	
15 0240	CHECK CASHING THRESHOLD MO BASE	12	1	2.00000		Per account	
15 0240	OTC DEBIT BLOCK MONTHLY BASE	12	1	2.00000		Per account	
15 0240	CHECKS PAY TO INDIV BLOCK MO BASE	12	1	2.00000		Per account	
15 0240	PYMT AUTH MAX CHECK MTHLY BASE	12	1	2.00000		Per account	
15 0300	MICR CHECK REJECTS OVER 2%	67	34		0.50000	per item	
15 0310	POSITIVE PAY EXCEPTIONS - ITEM	199	17		1.00000	per item	
15 0310	POS PAY CHECKS WITH NO ISSUE RECORD	21	7		0.00000	per item	
15 0410	STOP PAYMENT - ONLINE	90	8		1.00000	per stop	
15 0500	WF CHK CASHED FOR NONACCT HOLDER	162	14		5.00000	per transaction	
15 0724	POSITIVE PAY EXCEPTION - CEO IMAGE	165	14		0.50000	per item	
15 1350	WELLSIMAGE PAID CHECK MONTHLY BASE	12	1	50.00000		monthly per account	
15 1350	IFI MAINTENANCE PER PRODUCT	12	1	100.00000		monthly	
15 1352	CEO IMAGE VIEW < 90 DAYS - ITEM	125	13		0.05000	per item	
15 1352	CEO IMAGE VIEW > 90 DAYS - ITEM	22	3		0.25000	per item	
15 1353	WELLSIMAGE PAID CHECK PER CD	12	1			Per CD	
15 1399	WELLSIMAGE PAID CHECK PER ITEM	8,441	703		0.03000	Per Item	
15 1870	PAYMENT MANAGER INSERT ITEM		-		0.10000	Per Insert	Consolidated Payables
15 1870	PAYMENT MGR POSTAGE OR OVERNITE RPT		-	15.00000		Per Account	Consolidated Payables
20 0020	ARP MONTHLY BASE - PARTIAL	48	4	15.00000		monthly per account	
20 0100	OUTGOING TRANSMISSION - PER ITEM	8,648	721		0.00500	per item	

20 0120	ARP PARTIAL RECONCILIATION - ITEM	8,619	718		0.03000	per item	
20 0201	ARP PART POSITIVE PAY ISSUE - ITEM	9,762	814		0.02500	per item	
20 0301	ARP OUTPUT - TRANSMISSION	759	63		0.00000	per transaction	
20 0306	ARP OPTIONAL REPORTS	771	64		2.00000	per report	
20 0306	CEO ARP STMT & RPTS MONTHLY BASE	48	4	5.00000		monthly per account	
20 9999	ARP AGED ISSUE RECORDS ON FILE-ITEM	102,809	8,567		0.00000	per item	
25 0000	ACH PAYMENTS BASE FEE	24	2	15.00000		Monthly per account	
25 0000	ACH MONTHLY BASE	36	3	15.00000		monthly per account	
25 0102	SMART DECISION-LOCKBOX ACH	18,925	3,154		0.03500	per item	Service no longer provided
25 0102	ACH PAYMENTS FUTURE DATED ITEM	492	41		0.02500	per item	
25 0102	ACH PAYMENTS SAME DAY ITEM	2	2		0.25000	per item	
25 0102	ACH FUTURE DATED ITEM	30,479	2,771		0.02500	per item	
25 0102	ACH SAME DAY	36,019	3,002		0.25000	per item	
25 0120	ACH ORIGINATED - ADDENDA REC	246	21		0.10000	per item	
25 0201	ELECTRONIC CREDITS POSTED	10,577	881		0.05000	per credit	
25 0202	ACH RECEIVED ITEM	9,659	805		0.02500	per item	
25 0220	ACH RECEIVED ADDENDA	1,994	399		0.00000	per item	
25 0302	ACH RETURN ITEM-MANUAL	63	5		3.00000	per item	
25 0302	ACH RETURN ADMIN -MANUAL	60	5		3.00000	per item	
25 0302	ACH NOC - MANUAL	50	10		5.00000	per item	
25 0312	ACH RETURN UNAUTHORIZED -MANUAL	1	1		3.00000	per return	
25 0312	ACH RETURN UNAUTHORIZED QUALITY FEE	1	1		5.00000	per return	
25 0400	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	72	6	5.00000		monthly per account	
25 0400	ACH CEO RETURN SUBSCRIPTION - ITEM	294	25		0.50000	per item	
25 0500	ACH PAYMENTS ONLINE BATCH RELEASE	172	14		2.00000	per batch	
25 0501	ACH TRANSMISSION CHARGE	352	29		2.00000	per transmission	
25 0622	ACH EXCEPTION PROCESS-DUPLICAT FILE	5	3		10.00000	per file	
25 0703	CEO ACH HYP ITM DET INQ - PER ITEM	6	2		0.50000	per item	
25 0703	ACH CEO SUBSCRIPTION - ACCOUNT	77	7	5.00000		per account	
25 0703	ACH CEO SUBSCRIPTION - ITEM	326	163		0.10000	per item	
25 0710	ACH FAX SERVICE	59	5		7.00000	per fax	
25 0720	ACH CUSTOMER REPORTS	4	1		10.00000	per report	
25 1000	ACH SET UP		-		10.00000	Per Setup	Setup Costs
25 1001	ACH ORIGINATION NEW COMP ID-SET UP		-		10.00000	Per New ACH COID	Setup Costs
25 1001	ACH FRAUD FILTER - SET UP		-		10.00000	Per Setup	Setup Costs
25 1050	ACH CEO FRAUD FILTER REVIEW MO BASE	48	4	1.00000		Monthly per account	
25 1053	ACH CEO FRAUD FILTER REVIEW - ITEM	424	35		2.00000	per item	
25 1070	ACH WELLS FARGO NOC - FAX ADVICE	46	7		5.00000	per fax	
25 1070	ACH NOC - FAX ADVICE	39	6		5.00000	per fax	
25 1120	ACH PAYMENTS SET UP FEE		-		10.00000	Per Setup	Setup Costs
30 0000	PAYMENT MANAGER MONTHLY BASE		-	150.00000		Monthly Per Setup	Consolidated Payables
30 0010	RECEIVABLES MANAGER MONTHLY BASE	36	3	100.00000		monthly per account	
30 0010	CEO EDI PMT DETAIL SUBSC MO BASE	12	1	10.00000		monthly	
30 0100	PAYMENT MGR INBOUND TRANSMISSION		-		5.00000	Per Transmission	Consolidated Payables
30 0100	PAYMENT MGR TEMPLATE TRANSACTION		-		0.02500	Per Transaction	Consolidated Payables
30 0100	PAYMENT MANAGER DOMESTIC ACH TRAN		-		0.02500	Per Transaction	Consolidated Payables
30 0105	PAYMENT MGR RPT SUBSCRIPTION MOBASE		-	15.00000		Per Setup	Consolidated Payables
30 0199	PAYMENT MGR EMAIL SECONDARY APPROVE		-		0.10000	Per E-Mail	Consolidated Payables
30 0200	REC MGR OR E-BOX TRANSMISSION	759	63		2.50000	per transmission	
30 0200	PAYMENT MANAGER ACH CONFIRMATION		-		0.10000	Per Confirmation	Consolidated Payables
30 0210	RECEIVABLES MANAGER RECVD ADDENDA	5,020	418		0.00000	per item	
30 0210	RMGR ITEM CHK AND OTHER ELECTRONIC	24,790	4,958		0.05000	per item	
30 0210	RECEIVABLES MANAGER ACH ITEM	7,837	653		0.05000	per item	
30 0210	RECEIVABLE MGR RETAIL LKBX ITEM	38,796	5,542		0.05000	per item	
30 0221	PAYMENT MGR EMAIL SERVICE		-		0.50000	Per Confirmation	Consolidated Payables
30 0299	PAYMENT MANAGER ACH ADDENDA		-		0.05500	Per Addenda Record	Consolidated Payables
30 0300	PAYMENT MANAGER SET UP		-		2500.00000	Per Setup	Consolidated Payables- Waived for Agencies
30 0330	PAYMENT MGR REJECT REPAIR DUPLICATE		-		25.00000	Per File	Consolidated Payables
30 0341	PAYMENT MGR IMPLEMENTATION DEV HOUR		-		200.00000	Per Hour	Consolidated Payables- Waived for Agencies
30 0400	PMGR WELLSONE VIRTUAL CRD CONFIRM		-		0.10000	Per Confirmation	Consolidated Payables
30 0502	ENHANCED REMITTANCE EMAIL DELIVERY		-		0.50000	Per Transaction	Consolidated Payables
30 9999	ELECTRONIC COMMERCE INVESTIGATION		-		55.00000	Per Investigation	Consolidated Payables
30 9999	PMGR TOTAL MTH POSTAGE AND HANDLING		-		1.00000	Postage	Consolidated Payables
30 9999	PAYMENT MGR NEXT DAY CHECK		-		1.00000	Per Check Printed	Consolidated Payables
30 9999	PAYMENT MANAGER CHECK INSERTS		-		0.50000	Per Insert	Consolidated Payables
35 0100	WIRE OUT DOMESTIC CEO/API	10	3		5.00000	per wire	
35 0104	PAYMENT MANAGER WIRE OUT DOMESTIC		-		5.00000	Per Wire	Consolidated Payables
35 0120	WIRE BOOK TRANSFER CEO/API	1	1		5.00000	per wire	
35 0300	WIRE IN TO USA ACCT-USA DOMESTIC	67	6		2.00000	per wire	
35 0400	PAYMENT MANAGER WIRE CONFIRMATION		-		0.10000	Per Confirmation	Consolidated Payables
35 9999	WIRE BASE -VOICE	22	2		6.00000	per wire	
35 9999	WIRE PIN BASE	33	3		1.50000	per wire	
40 0003	DESKTOP DEPOSIT MONTHLY BASE	36	3	15.00000		monthly per account	
40 0003	WIRE TRANSFER REPORT BASE-CEO	12	1	10.00000		monthly per account	
40 0052	CEO PREV DAY REPORTING SUBSCRIPTION	72	6	10.00000		monthly per account	
40 0054	CEO E-BOX RPT SUBSCRIPTION MO BASE	12	1	50.00000		monthly per account	
40 0055	CEO INTRADAY REPORTING SUBSCRIPTION	24	2	10.00000		monthly per account	
40 022Z	CEO ALERTS SERVICE - EMAIL	5,247	437		0.00000	per email	
40 0271	CEO PREV DAY REPORTING ITEMS LOADED	27,381	2,282		0.05000	per item	
40 0274	CEO INTRADAY REPORTING ITEMS RPTD	3,540	295		0.05000	per item	
40 0274	CEO E-BOX RPT - ITEM	42,018	3,502		0.05000	per item	
40 0340	CEO SEARCH	455	41		0.00000	per search	
40 1001	PHOTOCOPY CUSTOMER SERVICE - ITEM	2	1		20.00000	per item	
45 0200	SWEEP STAGECOACH MUTUAL FND MO BASE		-	150.00000		Per Account	Sweep Services- Money Markey Mutual Fund
45 0405	SWEEP ACCOUNT POSITION REPORT		-	40.00000		Per Account	Sweep Services- Money Markey Mutual Fund

City of Farmington

Harbour, Jennifer <jharbour@fmtn.org>

Upcoming Project

2 messages

Harbour, Jennifer <jharbour@fmtn.org> Tue, Oct 11, 2022 at 3:54 PM
To: mloehman@horizonsofnewmexico.org

Hi Matt,

The City of Farmington has an upcoming procurement for Fiscal Agent Bank, Merchant Services, and Procurement Card Services. Is this something Horizons would be interested in?

Thanks,
--
Jennifer Harbour, CPPB, NIGP-CPP, PMP
Chief Procurement Officer - City of Farmington
505-599-1365

www.fmtn.org

https://fmtn-ebidding.ionwave.net

Matt Loehman <mloehman@horizonsofnewmexico.org> Tue, Oct 11, 2022 at 4:03 PM
To: "Harbour, Jennifer" <jharbour@fmtn.org>

Good afternoon Jennifer,

We will respectfully decline this opportunity.

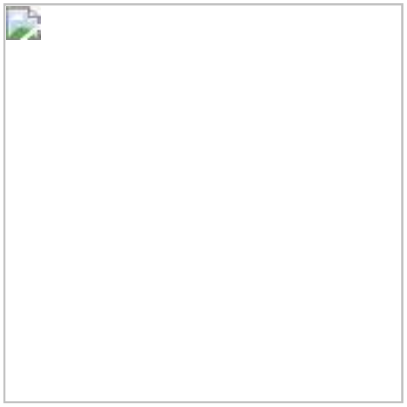
Thank you,

Matt

Matt Loehman
Executive Director

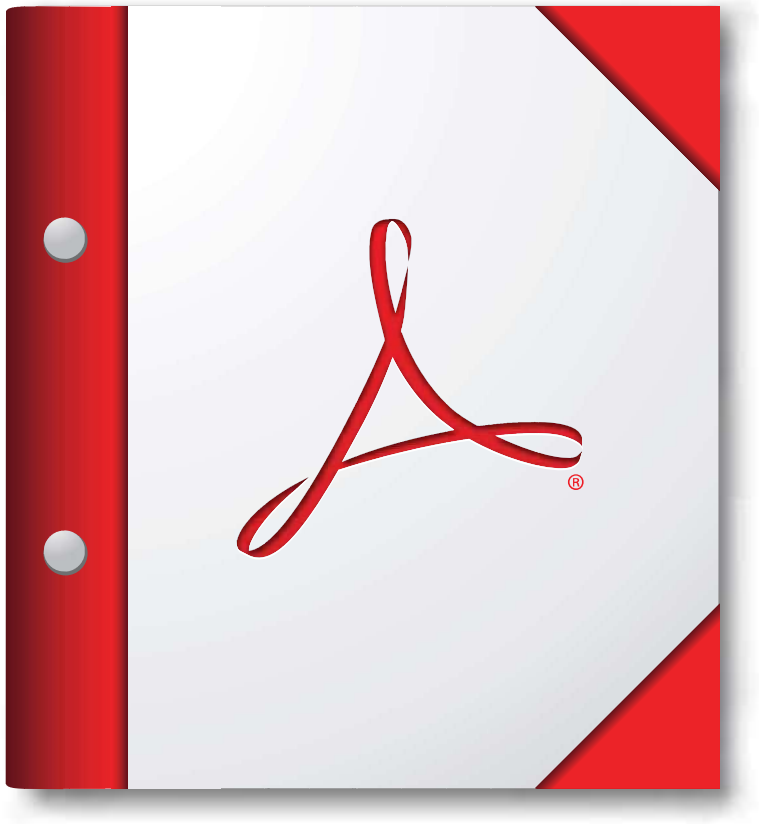
Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

cell phone: (505) 550-7180
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.

[Quoted text hidden]



For the best experience, open this PDF portfolio in Acrobat X or Adobe Reader X, or later.

Get Adobe Reader Now!

Wells Contract

Final Audit Report 2024-09-17

Created:	2024-09-17
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7lirQS3XrMrVv9xuygy9pAAjxHOn9uAQ

"Wells Contract" History

Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-09-17 - 11:13:38 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-09-17 - 11:16:39 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-09-17 - 11:19:32 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-09-17 - 11:19:56 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-09-17 - 11:19:58 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-09-17 - 11:21:05 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-09-17 - 11:21:16 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-09-17 - 11:21:17 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-09-17 - 11:47:34 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-09-17 - 11:51:53 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-09-17 - 11:51:53 PM GMT

Powered by Adobe Acrobat Sign

Signature: 
XAVIER VIGIL (Sep 27, 2024 09:54 MDT)

Email: xivigil@santafenm.gov

24-0582 Wells Fargo Bank N.A.

Final Audit Report 2024-09-30

Created:	2024-09-27
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHsz7va3p7kztzi9CFsuS5-wNpg-1ZhkE

"24-0582 Wells Fargo Bank N.A." History

Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2024-09-27 - 3:58:46 PM GMT- IP address: 63.232.20.2

Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2024-09-27 - 4:01:40 PM GMT

Email viewed by Alan Webber (amwebber@santafenm.gov)
2024-09-27 - 4:09:04 PM GMT- IP address: 104.28.111.172

Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2024-09-27 - 4:53:42 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature
2024-09-27 - 4:53:44 PM GMT

Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
2024-09-30 - 4:56:33 PM GMT- IP address: 174.218.18.47

Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
Signature Date: 2024-09-30 - 4:56:48 PM GMT - Time Source: server- IP address: 174.218.18.47

Agreement completed.
2024-09-30 - 4:56:48 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

Memorandum

Date: April 4, 2025

To: Governing Body, Quality of Life Committee, Public Works and Utilities Committee, Finance Committee

From: Marci Eannarino, Legislation and Policy Innovation Manager ME

Via: Erin K. McSherry, City of Santa Fe City Attorney EM

RE: Study on Staff Support for City Councilors

SUMMARY:

The proposed Resolution would establish a plan for the use of budgeted funds to conduct a study regarding hiring staff for City Councilors. The City of Santa Fe's ("City's") Fiscal Year 2025 Budget included funding for a study to make recommendations on staff support and funding to hire staff support for City Councilors. The Governing Body wishes to utilize no more than sixty thousand dollars ($60,000) for the following work, to be completed by a Contractor within sixty (60) days of the initiation of the Contract or as soon as is possible:

a. Interview City Councilors to elicit their staffing needs and interests;
b. Explore staffing models of other City Councils to inform City Councilors on potential models; and
c. Summarize the staffing model for Santa Fe County Commissioners and the new policy positions being implemented for State Legislators including salaries and relevant job descriptions; and
d. Provide a proposed staffing model that reflects the needs and interests of City Councilors including a budget and position descriptions vetted with the Human Resources Department to confirm that the descriptions conform to City standards ("New Council Positions"); and
e. Compile the information in a report to be presented to the Governing Body in a study session.

If the Resolution is adopted, the City Manager will direct the procurement of an appropriate contractor to conduct the outlined scope of work described above. After the contractor has completed the scope of work, the City Manager shall present the report to the Governing Body in a study session.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Signe Lindell

Councilor Jamie Cassutt

Councilor Alma Castro

A RESOLUTION

ESTABLISHING A PLAN FOR USE OF BUDGETED FUNDS TO STUDY HIRING COUNCIL STAFF.

WHEREAS, the City of Santa Fe (City) Fiscal Year 2025 Budget included funding in its General Government budget that the City's budget book, page 63, described as "a study to make recommendations on staff support for City Councilors"; and

WHEREAS, the General Government budget also includes funding for personnel that can be used to hire staff to support City Councilors; and

WHEREAS, the City's Governing Body would like to utilize no more than $60,000 of these funds for the following work, to be completed by a Contactor within 60 days of the initiation of the Contract or as soon as is possible:

a. Interview City Councilors to elicit their staffing needs and interests;

b. Explore staffing models of other City Councils to inform City Councilors on potential models;

c. Summarize the staffing model for Santa Fe County Commissioners and the new policy positions being implemented for State Legislators including

salaries and relevant job descriptions; Provide a proposed staffing model that reflects the needs and interests of City Councilors, including a budget and position descriptions vetted with the Human Resources Department to confirm that the descriptions conform to City standards ; and

d. Compile the above information in a report to be presented to the Governing Body in a study session.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City Manager shall direct procurement of an appropriate contractor to conduct the scope of work described above.

BE IT FURTHER RESOLVED that, once the contractor has completed the scope of work outlined in this resolution, the City Manager shall present the report to the Governing Body in a study session.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

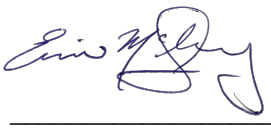
ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Resolution to Study Hiring Council Staff

FIR No. 10644.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Study on Staff Support for City Councilors

Sponsor(s): Councilor Carol Romero-Wirth, Councilor Signe Lindell, Councilor Jamie Cassutt, and Councilor Alma Castro

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Marci Eannarino, Legislation and Policy Innovation Manager

Date: 4/4/2025 **Phone:** (505) 955-6518

Reviewed by City Attorney: _____ **Date:** Apr 4, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Apr 4, 2025

Summary:
The proposed Resolution would establish a plan for the use of budgeted funds to study hiring staff to support City Councilors. The City of Santa Fe's ("City") Fiscal Year 2025 Budget included funding for a study to make recommendations on staff support and to set aside funding to hire staff support for City Councilors. The Governing Body wishes to utilize no more than sixty thousand dollars ($60,000) of the funds for the study.

Departments Affected:
City Manager; Human Resources Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, budgeted funds will not be used to conduct a study to make recommendations on staff support for City Councilors.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
This legislation would require the City Manager to direct procurement of an appropriate contractor to conduct the scope of work within the study. The contractor would be required to work with the Human Resources Department to confirm that proposed position descriptions conform to City standards. City Manager will also be required to present the results of this report to the Governing Body in a study session.

Fiscal Implications:
The City's Governing Body would like to utilize no more than $60,000 of allocated funds from the Fiscal Year 2025 budget to complete this study.

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	$ 60,000	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:
the City of Santa Fe Fiscal Year 2025 Budget included funding in its General Government budget that the City's budget book, page 63, described as "a study to make recommendations on staff support for City Councilors". This resolution would dedicate no more than $60,000 of $300,000 toward this study.

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: Marci Eannarino

Email: maeannarino@santafenm.gov

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2025-__
Study on Staff Support for City Councilors

Mayor and Members of the City Council:

In relation to Resolution No. 2025-__:

ESTABLISHING A PLAN FOR USE OF BUDGETED FUNDS TO STUDY HIRING COUNCIL STAFF.

I intend to propose the following amendment(s)

1. On page 2, line 1, insert a "d. " before “Provide”, to make “Provide” the beginning of a new, lettered section, and re-letter accordingly.

This amendment WILL change the caption. _____

This amendment WILL NOT change the caption. __X___

Respectfully submitted,

Jamie Cassutt
Jamie Cassutt (Apr 15, 2025 14:30 MDT)
Jamie Cassutt, Councilor

Carol Romero-Wirth, Councilor

Alma Castro (Apr 16, 2025 14:33 MDT)
Alma Castro, Councilor

Signe Lindell (Apr 16, 2025 14:37 MDT)
Signe Lindell, Councilor

Approved as to Form:

Erin K. McSherry, City Attorney

ADOPTED: _____

10671.1(A)

NOT ADOPTED: _____
DATE: _____

_____
ANDRÉA SALAZAR, City Clerk

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Signe Lindell

Councilor Jamie Cassutt

Councilor Alma Castro

RED – AMENDMENT A – Councilor Romero-Wirth

A RESOLUTION

ESTABLISHING A PLAN FOR USE OF BUDGETED FUNDS TO STUDY HIRING COUNCIL STAFF.

WHEREAS, the City of Santa Fe (City) Fiscal Year 2025 Budget included funding in its General Government budget that the City's budget book, page 63, described as "a study to make recommendations on staff support for City Councilors"; and

WHEREAS, the General Government budget also includes funding for personnel that can be used to hire staff to support City Councilors; and

WHEREAS, the City's Governing Body would like to utilize no more than $60,000 of these funds for the following work, to be completed by a Contactor within 60 days of the initiation of the Contract or as soon as is possible:

a. Interview City Councilors to elicit their staffing needs and interests;

b. Explore staffing models of other City Councils to inform City Councilors on potential models;

c. Summarize the staffing model for Santa Fe County Commissioners and the new policy positions being implemented for State Legislators including

salaries and relevant job descriptions;

d. Provide a proposed staffing model that reflects the needs and interests of City Councilors, including a budget and position descriptions vetted with the Human Resources Department to confirm that the descriptions conform to City standards; and

e. Compile the above information in a report to be presented to the Governing Body in a study session.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City Manager shall direct procurement of an appropriate contractor to conduct the scope of work described above.

BE IT FURTHER RESOLVED that, once the contractor has completed the scope of work outlined in this resolution, the City Manager shall present the report to the Governing Body in a study session.

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/Resolution to Study Hiring Council Staff

CITY OF SANTA FE

Memorandum

Date: March 21, 2025

To: Governing Body, Economic Development Advisory Committee, Quality of Life Committee, Finance Committee

From: Daniel Hernandez, Director of Metropolitan Development Agency DH
Carly Venditti, Asset Development Manager, Metropolitan Development Agency CV

Via: Mark Scott, City Manager MS
Johanna Nelson, Office of Economic Development Director and Interim Director of Affordable Housing JN

RE: Making a Finding of Necessity in the Midtown LINC Overlay District and Approving the Designation of a Metropolitan Redevelopment Area

---

EXECUTIVE SUMMARY:

The proposed resolution makes a finding of necessity and designates the Midtown Local Innovation Corridor Overlay District (the Midtown "LINC"), other than a small residential portion, as a "Metropolitan Redevelopment Area," as consistent with SFCC 1987, Section 7-2.8 and NMSA 1978, Section 3-60A-8.

BACKGROUND:

For a "finding of necessity", as described in SFCC 1987, Section 7-2.8, the Governing Body must adopt a resolution concluding that one or more particular areas of the City meet the criteria described in code: 1) the area is either a slum or blighted and 2) rehabilitation, conservation, slum clearance, redevelopment or development, or a combination thereof in the area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the city. In this particular case, the Midtown LINC, as described in Section 14-5.5(5)(D)(2) and further defined in Attachment B of the Resolution, is the area of interest. The area of interest also includes the deteriorated sixty-four (64) acre, City-owned parcel known as the "Midtown Site", which has been slated for redevelopment pursuant to the Midtown Master Plan approved in December 2022 through Resolution No. 2022-68.

As is described in the *Midtown Metropolitan Development Plan: Designation Report* ("Report") (attached as Attachment A of the Resolution), the Midtown LINC consists of diverse tracts of land characterized by multiple designation criteria, demonstrating that the Midtown LINC area is inconsistent with the land use goals described in SFCC 1987, Section 14-1.3, "General Purposes".

The goals described under Section 14-1.3 establish that the use of land in Santa Fe as an MRA should "create conditions favorable to the health, safety, convenience, prosperity, and general welfare of the residents of Santa Fe by coordinating streets within proposed subdivisions with existing or planned streets or other features of the general plan; providing parks and trails, providing sewer, water and other infrastructure; providing adequate open space for traffic, recreation, drainage, light and air; and providing for appropriate distribution of population and traffic." Specifically of note, the Report identifies conditions such as faulty platting, defective and inadequate street layout, as well as deteriorating structures and infrastructure, that negatively impact economic development, redevelopment, and diverse uses, including housing, in the proposed designated area.

The Midtown LINC also lies within two designated census tracts, 11.03 and 10.02, which are "qualified opportunity" zones, as defined by 26 USCA, Section 1400Z–1. This section of United States Code creates an economic development tool that allows people to invest in distressed areas, the purpose of which is to spur economic development and job creation in distressed communities by providing tax benefits to investors.

ATTACHMENTS:
Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Jamie Cassutt

Councilor Amanda Chavez

A RESOLUTION

MAKING A FINDING OF NECESSITY AND DESIGNATING AN AREA COMPRISED OF A MAJORITY OF THE MIDTOWN LOCAL INNOVATION CORRIDOR OVERLAY DISTRICT AS A METROPOLITAN REDEVELOPMENT AREA.

WHEREAS, the New Mexico Legislature adopted a Metropolitan Redevelopment Code to, among other things, provide strategies for municipalities to finance redevelopment projects; and

WHEREAS, SFCC 1987, Section 7-2.3 provides that the City of Santa Fe ("City") can declare and designate a metropolitan development area as "appropriate for a metropolitan development project"; and

WHEREAS, SFCC 1987, Section 7-2.8**,** provides that, in order to designate an area as a metropolitan redevelopment area, the City must first adopt a resolution establishing the following two criteria: 1) the area is either a slum or blighted; and 2) rehabilitation, conservation, slum clearance, redevelopment or development, or a combination thereof in the area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the city; and

WHEREAS, the Midtown Local Innovation Corridor Overlay District (the "LINC") consists of diverse tracts of land which, according to a study commissioned by the City, the

Midtown Metropolitan Development Plan: Designation Report, Attachment A, is characterized by deteriorated or deteriorating structures, defective or inadequate street layout, faulty lot layout, deterioration of sites or other implements, a lack of adequate housing facilities, obsolete or impractical platting, and a significant number of vacant or struggling commercial businesses, all of which are inconsistent with the described goals in SFCC 1987, Section 14-1.3 of the land-use code, to "create conditions favorable to the health, safety, convenience, prosperity and general welfare of the residents of Santa Fe by coordinating streets within proposed subdivisions with existing or planned streets or other features of the general plan; providing parks and trails; providing sewer, water and other infrastructure; providing adequate open space for traffic, recreation, drainage, light and air; and providing for the appropriate distribution of population and traffic"; and

WHEREAS, the LINC lies within two designated census tracts, 11.03 and 10.02, which as defined in 26 USCA § 1400Z–1, are "qualified opportunity zones": distressed areas, identified by the federal government as needing targeted investment in economic development; and

WHEREAS, the purpose of identifying opportunity zones was to spur economic development and job creation in distressed communities by providing tax benefits to investors; and

WHEREAS, the economically challenging conditions in these census tracts have impaired the sound growth, development, and economic well-being of the City, creating an economic and social burden detrimental to the public health, safety, and welfare of the City; and

WHEREAS, the LINC includes a multi-unit residential property, more specifically described as the area covered by Lot 3B1**,** as recorded in instrument number 1171143, Book 482, Page 35, of the Santa Fe County Clerk ("Multi-Unit Residential Property"); and

WHEREAS, as the only residential property in the LINC, the Multi-Unit Residential Property's interests and needs are distinct from the rest of the LINC.

NOW, THEREFORE, BE IT RESOLVED THAT THE GOVERNING BODY OF THE CITY OF SANTA FE finds that a blighted area exists in the LINC, depicted in Attachment

B, and the rehabilitation, conservation, and redevelopment of the area is necessary and is in the interest of the public health, safety, and welfare of the residents of the City of Santa Fe.

BE IT FURTHER RESOLVED that the area within the LINC, defined by SFCC 1987, Section 14-5.5D (2), other than the Multi-Unit Residential Property, is designated a Metropolitan Redevelopment Area, pursuant to SFCC 1987, Section 7-2.8, and NMSA 1978, Section 3-60A-8.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



_____

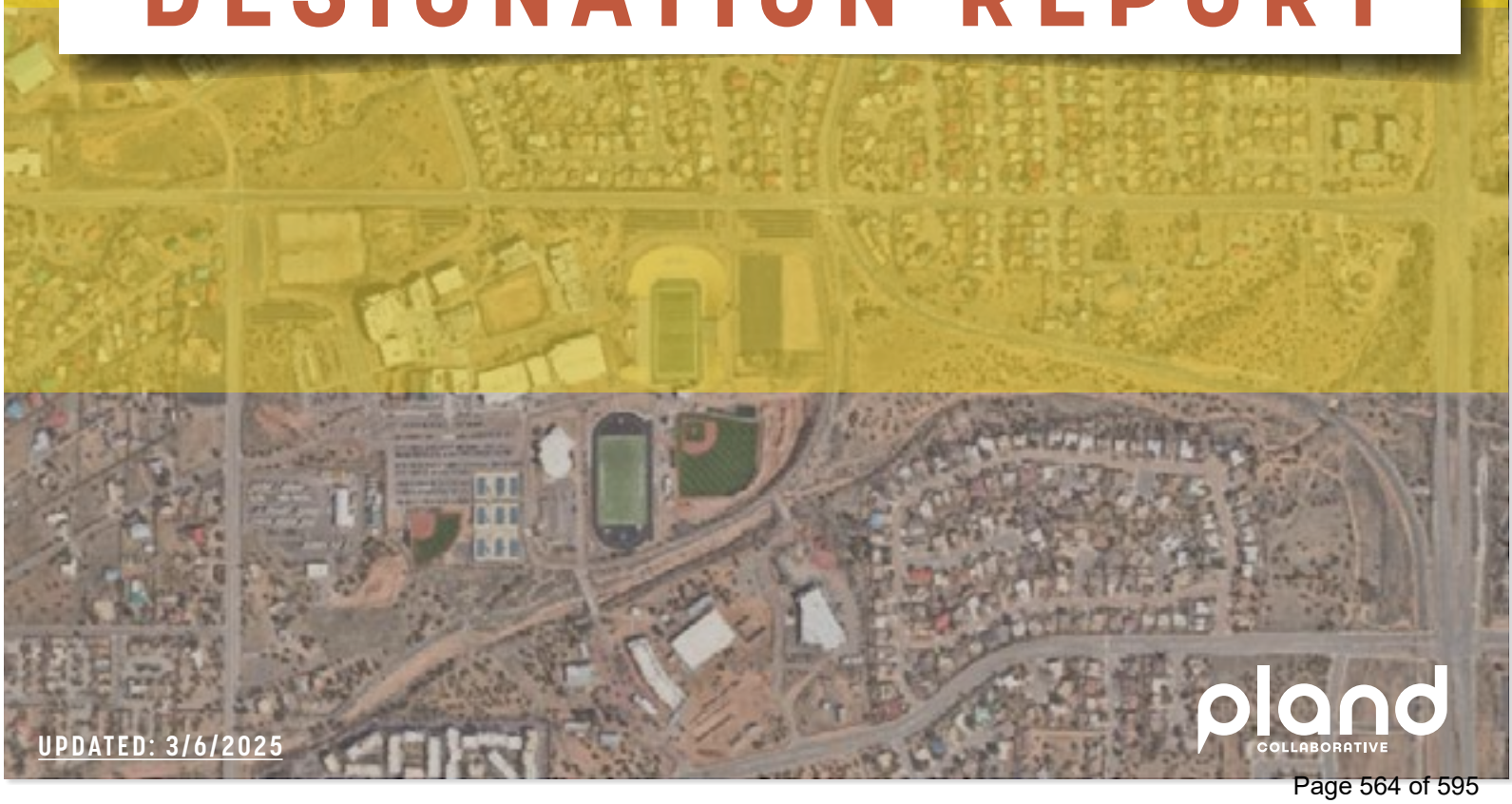
ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Midtown Redevelopment Area Designation

Attachment A

MIDTOWN METROPOLITAN
REDEVELOPMENT PLAN

DESIGNATION REPORT



UPDATED: 3/6/2025

pland COLLABORATIVE

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

TABLE OF CONTENTS

INTRODUCTION 5

Background 5
The Santa Fe Metropolitan Redevelopment Agency 5
Legal Framework 5
MRA Area Designation Criteria 6
Project Boundary 6

EXISTING CONDITIONS ASSESSMENT 9

A. Policy Review 9
RE:Mike (2012) 9
Overlay District: Midtown LINC Zoning Overlay (2016) 11
Midtown Master Plan (2022) 13
Midtown Community Development Plan (2023) 13
Midtown Public Engagement Report (2022) 15
City of Santa Fe Land Use & Urban Design Plan (1999) 16
Overlay District: South-Central Highway Corridor Protection District (SCHC) 17
Santa Fe Housing Report (2020) 18
B. Land Use and Zoning 19
Existing land uses 19
Zoning Analysis. 19
South-Central Highway Corridor Protection 19
LINC Overlay District 19
Vacant or Underutilized properties. 19
D. Physical Conditions 20
Midtown LINC 20
Midtown Site 25
E. Economic Conditions 26
Retail and commercial market trends 26

CONCLUSION 28

Responding To The MRA Criteria 28
Benefits of an MRA Designation and MRA Plan 29
Next Steps 30



INTRODUCTION

The Santa Fe Midtown Metropolitan Redevelopment Area (MRA) is a bold step toward revitalizing the heart of Santa Fe. Building on years of community-driven planning, this initiative will transform the Midtown District into a hub for arts, culture, economic growth, and mixed-income housing.

By designating the district as an MRA, Santa Fe can unlock key funding sources, attract private investment, and improve public infrastructure—creating new jobs, enhancing walkability, and expanding housing options. This strategic action was included in the Midtown Community Development Plan and aligns with the Midtown Master Plan to ensure mixed-use, sustainable redevelopment. With strategic public-private partnerships and financial tools like tax incentives and infrastructure investments, the MRA will move Midtown into motion, fostering an inclusive, thriving district for all Santa Fe residents.

BACKGROUND

The Midtown Site, located in the geographic center of Santa Fe, and the broader St. Michael's Drive / Cerrillos Road corridor, are full of possibilities. The Midtown Redevelopment Plans, which included the Midtown Master Plan and the Midtown Community Development Plan, were unanimously approved by the City of Santa Fe Governing Body in November 2022 and January 2023. This marked a significant milestone for realizing the community and economic development potential of both the city-owned 64-acre Midtown Site and the broader Midtown District.

The redevelopment plans for the Midtown Site capitalized on the groundbreaking planning and rezoning work that was approved in October 2016, known as the Midtown Local Innovation Corridor (LINC) Overlay District. Additionally, the Midtown District was designated a federal Opportunity Zone in 2017 to spur economic development by providing tax benefits to investors and encouraging long-term investments in low-income neighborhoods.

These efforts stand on the shoulders of the 2012 RE:Mike project. This process re-envisioned the St. Michael's Drive commercial corridor. It established community priorities for redesigning and rebuilding the public right of way to create safe pedestrian and bike-friendly streets along a mixed-use corridor that incentivized housing affordability and transit-oriented development.

These critical public acts serve as the foundation for taking the next step toward implementing the Midtown District vision, goals, and plans. The district will be a center for arts and cultural innovation, create economic growth and job opportunities, improve socioeconomic equality, and present opportunities for mixed-income housing.

THE SANTA FE METROPOLITAN REDEVELOPMENT AGENCY

Establishing the Santa Fe Metropolitan Redevelopment Agency brought real estate acumen and an entrepreneurial approach to redevelopment in the City of Santa Fe. The MRA works with community and real estate experts to promote the triple-bottom-line, mission-driven development strategies focused on the economic, social, and environmental health of neighborhoods and districts and the people who live, work, play, and learn there.

LEGAL FRAMEWORK

The New Mexico Metropolitan Redevelopment Code (§3-60A-1 to 3-60A48 NMSA 1978) provides municipalities in New Mexico with the power to correct conditions in areas or neighborhoods that "substantially impair or arrest the sound and orderly development" within the city. These powers can help reverse an area's decline and stagnation. However,

the municipality may only use these powers within designated Metropolitan Redevelopment Areas (MRAs) with adopted redevelopment plans.

MRA AREA DESIGNATION CRITERIA

The designation of the Midtown Metropolitan Redevelopment Area is based on existing conditions that hinder redevelopment and economic growth within the area. Under state and local law, the designation of an MRA requires a finding of blight as defined in Section 3-60A-4 of the New Mexico Metropolitan Redevelopment Code. This designation is a necessary step to unlock redevelopment tools and incentives that can revitalize Midtown and attract investment.

A blighted area is defined as one that meets one or more of the following conditions:

- ☑ *A substantial number of deteriorated or deteriorating structures negatively impact the area's livability and economic potential.*
- ☑ *A defective or inadequate street layout that limits accessibility, walkability, and connectivity.*
- ☑ *Faulty lot layout that reduces the usefulness, accessibility, or redevelopment potential of properties.*
- ☑ *Deterioration of sites or other improvements, making the area less viable for new development.*
- ☑ *A lack of adequate housing facilities or conditions that prevent the provision of needed housing accommodations.*
- ☑ *Obsolete or impractical planning and platting, leading to underutilized land and inefficient land use.*
- ☑ *A significant number of vacant or struggling commercial businesses, reducing economic activity and job opportunities.*
- ☑ *Low levels of commercial or industrial activity, contributing to economic stagnation and disinvestment.*

A combination of these or other conditions impair economic growth and the overall well-being of the city.

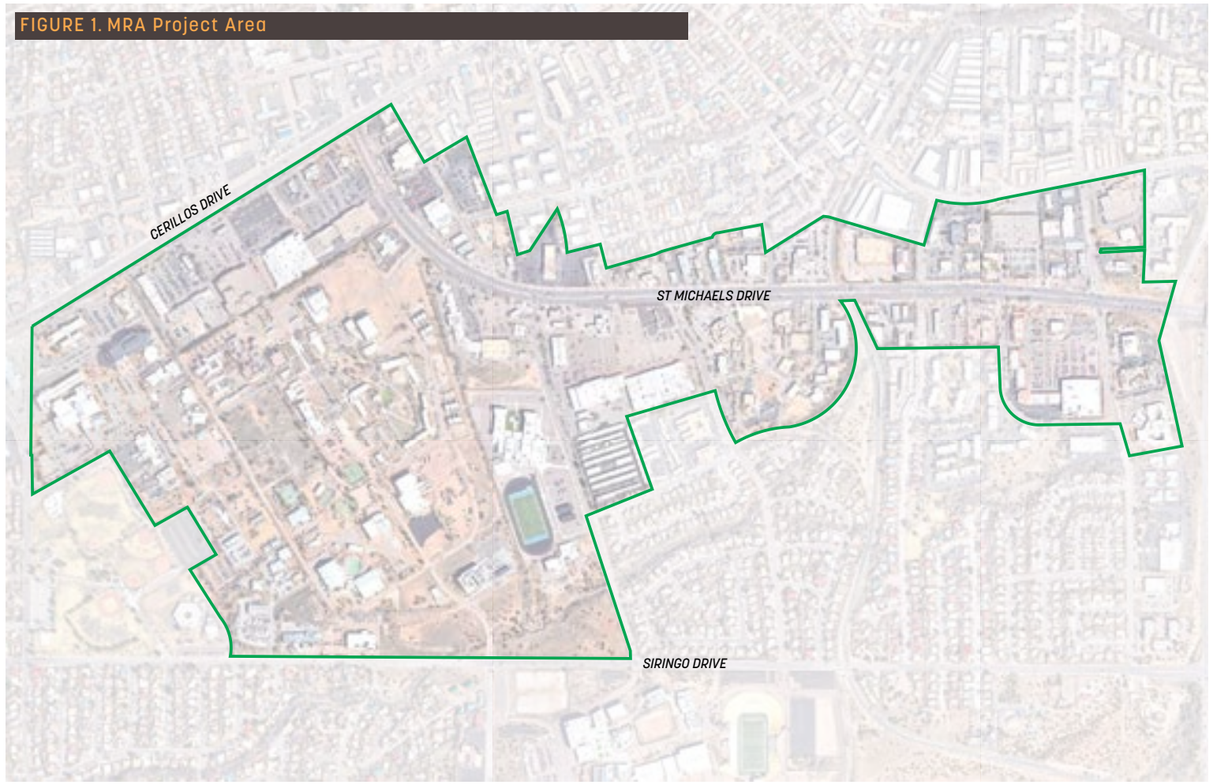
The Midtown MRA Designation Report is being conducted to formally assess these conditions and justify the use of redevelopment tools such as public-private partnerships, financial incentives, infrastructure investment, and zoning adjustments. By identifying the Midtown as an MRA, the City of Santa Fe increases its ability to implement the Midtown Redevelopment plans and facilitate redevelopment projects in the district.

PROJECT BOUNDARY

The Midtown MRA Plan area follows the boundary of the Midtown Local Innovation Corridor (Midtown LINC) Overlay District, which was adopted in 2016 (Ord. 2016-39). The Midtown LINC Overlay District was originally created to strengthen the built environment, foster economic growth, and enhance connectivity within Santa Fe's geographic and demographic center. It aimed to bridge the gap between two major employment hubs—the city-owned Midtown site to the west and Christus St. Vincent Regional Medical Center to the east—by incentivizing mixed-use, pedestrian-oriented redevelopment.

The boundary selection for the LINC district was strategic and deliberate. It excludes established residential neighborhoods to minimize disruption while incorporating 372.8 acres of primarily commercial, industrial, and institutional properties along St. Michael's Drive and Cerrillos Road, as well as the former Santa Fe University of Art and Design (SFUAD) campus. The intent was to free underutilized land for multi-family residential and complementary non-residential uses while maintaining zoning flexibility. Additionally, the boundary allows for higher-density development, improved multimodal transit options, and walkable public spaces, reinforcing Santa Fe's broader urban planning goals.

FIGURE 1. MRA Project Area



The Midtown MRA Designation Area aligns with the LINC Overlay boundary with one minor omision of a residential property. There is no residential property within the Midtown MRA Designation Area. The Study Area encompasses 182 parcels, including the 64-acre city-owned Midtown Redevelopment Site. Its commercial zoning layout creates a natural corridor for business growth and redevelopment while ensuring buffers for existing residential areas. The geographic scope of the MRA extends to West San Mateo Lane to the north, St. Francis Drive to the east, Siringo Road to the south, and Camino Carlos Rey and St. Michael's Drive to the west, positioning it as a key mixed-use redevelopment corridor for Santa Fe's future.



EXISTING CONDITIONS ASSESSMENT

This section provides an in-depth analysis of physical, economic, and social conditions in the study area to address the criteria identified in the New Mexico Metropolitan Redevelopment Code. The assessment includes a policy review to identify existing planning efforts, community goals, and policies that guide and govern this area.

A. POLICY REVIEW

The following section outlines existing planning initiatives, policies, reports, and documents related to the Midtown MRA site. They are listed chronoligically by the following categories: Midtown District Plans, Midtown Site Plans, and citywide/Santa Fe plans.

Over the years, multiple efforts have aimed to activate and revitalize this area, but with limited success. Many of these plans and policies were developed with the goal of redeveloping and reinvigorating the MRA area; however, they have yet to achieve significant, lasting impact.

At the conclusion of each discussed plan, policy, or initiative, we provide a summary outlining how it addresses the MRA designation criteria or key takeaways if it does not. This is essential, as many previous planning efforts have already identified and attempted to address the same challenges highlighted in this designation report. Additionally, key takeaways from these past initiatives will help support the justification for the MRA designation.

RE:MIKE (2012)

The RE:MIKE Report outlines efforts to reimagine and revitalize the St. Michael's Drive Corridor in Santa Fe, aiming to transform it into a more vibrant, pedestrian-friendly, and economically diverse area. This initiative is a public-private partnership involving the City of Santa Fe, local businesses, educational institutions, and community organizations. It builds on previous studies and planning efforts, incorporating extensive data collection and urban prototyping.

The RE:MIKE initiative began in 2012 with a large-scale urban prototyping festival that engaged the public in shaping the future of the corridor. The event revealed strong community support for walkability, bicycle accessibility, safety improvements, zoning changes, and mixed-use development. The study identified key challenges, such as aging infrastructure, high traffic speeds, a lack of identity, and unsafe intersections.

Following the festival, the report proposed specific action items, including investigating city ownership of St. Michael's Drive, implementing zoning changes to encourage mixed-use development, fostering business engagement, adding green space through fixed and mobile parklets, developing a pop-up business ordinance, and improving the area's overall identity. There was also a focus on transportation safety enhancements, investment in public spaces, and the promotion of small businesses and cultural identity.

The recommendations aim to balance economic growth, sustainability, and livability, setting the stage for future redevelopment efforts that align with community values. While there was broad public support, improvements from RE:MIKE have not been implemented. These recomendations would contribute significantly to creating a mixed-use commercial corridor.

FIGURE 2. St. Michael's Drive Redesign Scenario A

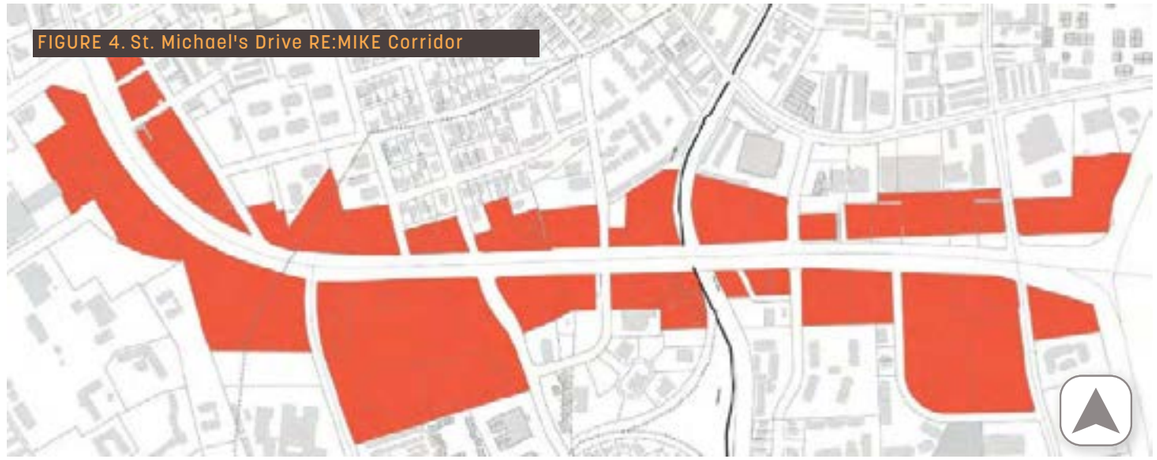


FIGURE 3. St. Michael's Drive Redesign Scenario B



Design scenarios for St. Michael's Drive, based on Santa Fe arterial design standards (Streetmix)

FIGURE 4. St. Michael's Drive RE:MIKE Corridor



ADDRESSING MRA CRITERIA

- ☑ **Deteriorated or Aging Infrastructure:** Many commercial properties along St. Michael's Drive feature large, aging buildings that are underutilized or in various states of decline. The corridor's suburban-style development pattern, dominated by vast parking lots, creates a fragmented urban fabric, discouraging walkability and vibrant economic activity.
- ☑ **Defective and Inadequate Street Layout:** St. Michael's Drive was originally built as a bypass highway in the 1950s, but as Santa Fe has grown, it has become an essential corridor for retail, transportation, and other business activity. However, it still retains its highway-like design, with seven lanes of traffic, dangerous intersections, and limited pedestrian access. This design increases the risk of collisions as drivers pull in and out of shopping centers. The area lacks effective multimodal transportation options, further isolating surrounding neighborhoods.
- ☑ **Faulty Lot Layout and Inefficient Land Use:** The corridor's strip mall development pattern and excessive parking requirements have created underutilized parcels with limited connection with surrounding neighborhoods. This inefficient land use makes it difficult to redevelop sites into more compact, mixed-use developments that would better serve the community and create much needed housing choices in the center of the city.
- ☑ **Deterioration of Public Spaces and Site Improvements:** Public spaces in the area lack investment, making them uninviting and underutilized. Surveys conducted as part of the RE:MIKE initiative show that residents view St. Michael's Drive as an area with "no identity" and "a place they avoid walking or spending time in" due to its car-centric nature and lack of engaging public amenities.
- ☑ **Decline of Commercial and Business Activity:** While St. Michael's Drive is a central commercial district, the dominance of large retail centers with little pedestrian access has discouraged economic diversification.
- ☑ **Lack of Adequate Housing Facilities:** The corridor lacks a sufficient mix of housing types, particularly affordable and workforce housing.

OVERLAY DISTRICT: MIDTOWN LINC ZONING OVERLAY (2016)

The Midtown LINC Overlay District was established through Ordinance #2016-39, which was adopted by the City of Santa Fe in 2016. The district was created to enhance connectivity and development in Santa Fe's midtown area, linking key employment centers such as Santa Fe University of Art and Design and Christus St. Vincent Regional Medical Center.

The overlay is a framework for revitalizing Santa Fe's midtown area, transforming underutilized spaces along western St. Michael's Drive into a vibrant, economically diverse district. The initiative encourages mixed-use development, improved urban design, and pedestrian-friendly infrastructure.

The district promotes multi-family residential development alongside complementary commercial uses, creating a dynamic, street-oriented environment. Updated zoning regulations increase development capacity while maintaining buffers for existing neighborhoods. Planned urban enhancements focus on pedestrian and bicycle accessibility, traffic calming measures, and expanded public spaces to improve mobility and safety.

To encourage investment, the city offers fee incentives for qualifying projects, waiving certain development and utility fees. Design standards prioritize four-story mixed-use buildings, street-facing architecture, and enhanced landscaping to foster a more cohesive urban fabric. Additional requirements for signage, bicycle parking, and green infrastructure ensure that new development contributes to a more connected and livable midtown. The Midtown LINC Overlay aligns with Santa Fe's broader goals for sustainable growth while preserving the city's unique character.

FIGURE 5. Midtown LINC Overlay District

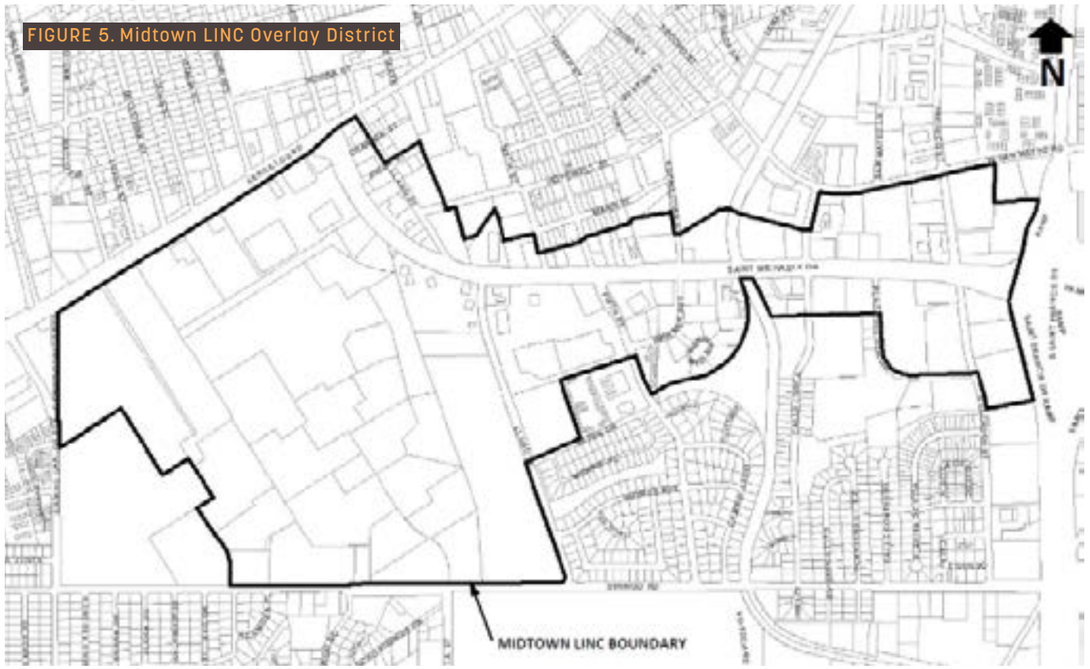


Image source: MIDTOWN LINC Summary Presentation (2017)

While there was broad public support for the LINC, there have not been qualifying projects that the LINC zoning intended to facilitate.

ADDRESSING MRA CRITERIA:

- ☑ Deteriorated or aging infrastructure: Several structures and public spaces within the corridor show signs of physical decline, limiting their usability and attractiveness for redevelopment.
- ☑ **Defective and inadequate street layout:** St. Michael's Drive and adjacent streets prioritize vehicular traffic, creating barriers to pedestrian and bicycle movement. The street design lacks adequate connectivity between key destinations and discourages mixed-use development.
- ☑ **Obsolete and impractical planning:** The existing zoning and development regulations in the Midtown area have historically favored single-use commercial developments, which have contributed to underutilization of land and inefficient site layouts.
- ☑ **Significant business closures and low commercial activity:** Economic stagnation is evident, especially within the Midtown site. This large site has experienced long-term vacancies and reduced activity, leading to declining tax revenues and community disinvestment.
- ☑ **Lack of adequate housing facilities:** The area has a lack of housing variety or housing choices in adjacent districts, particularly affordable and mixed-income housing, despite its proximity to major employment and institutional centers. This imbalance between jobs and housing options contributes to increased commuting and a reduced sense of community within the district.
- ☑ **Deterioration of public spaces and site improvements:** Public spaces lack consistent investment and maintenance, making them less inviting and underutilized by the community.

MIDTOWN REDEVLOPMENT PLANS



The Midtown Master Plan and Midtown Community Plan together create the Midtown Redevelopment Plan. These include both land use and urban design guidelines for the future of the Midtown Site. The blighted Midtown Site is key to improving and creating the economic resiliency of the adjacent commercial corridor and broader Midtown District.

MIDTOWN MASTER PLAN (2022)

The Midtown Master Plan, approved on November 30, 2022, provides a framework for the redevelopment of the Midtown Site in Santa Fe. This site, formerly home to the Santa Fe University of Art and Design (SFUAD) until its closure in 2018, represents a significant opportunity for business, housing, and cultural development in the city. The plan outlines a long-term vision driven by community input, prioritizing sustainability, economic vitality, and the creation of a mixed-use urban center.

The City of Santa Fe took control of the planning process in 2020. Since then, the city has worked with stakeholders to create a comprehensive strategy that balances housing affordability, job creation, transit improvements, and climate resilience. The plan promotes walkability, public spaces, and a variety of uses, including film and media production, arts and culture, and higher education.

KEY TAKEAWAYS

- ☑ The Midtown Site will serve as a new center for Santa Fe, integrating housing, employment, public spaces, and cultural institutions.
- ☑ Over 1,000 new housing units are planned, with a focus on affordability and accessibility.
- ☑ A pedestrian-friendly, mixed-use neighborhood is envisioned, encouraging walkability and sustainable design.
- ☑ Community Arts and Culture will be a major focus for economic and social viability.
- ☑ More than 5 acres of public parks and open spaces will enhance community engagement and recreation.
- ☑ The Midtown LINC Zoning Area, adopted in 2016, will guide redevelopment efforts and encourage higher-density mixed-use projects.
- ☑ Infrastructure improvements, including transit enhancements and multimodal connections, will support growth and mobility.
- ☑ The plan aligns with existing city policies and sustainability goals, aiming to create an equitable and environmentally responsible development.

MIDTOWN COMMUNITY DEVELOPMENT PLAN (2023)

The Midtown Community Development Plan is a policy-driven framework designed to guide the redevelopment of the Midtown Site in Santa Fe. This plan was developed as part of the Midtown Master Plan and is utilized in conjunctions with the Midtown Master Plan to ensure that new development aligns with community priorities related to housing affordability, job access, arts and culture, and public amenities. It was created through an extensive public

engagement process that involved thousands of community members, emphasizing inclusivity, equity, and sustainability.

The plan outlines strategies to increase housing opportunities, expand public services, support economic development, and preserve cultural heritage. It sets clear expectations for community benefits that developers must incorporate into their projects. Additionally, the plan integrates sustainability initiatives such as green infrastructure, multimodal transportation improvements, and energy-efficient development standards to ensure a long-term, resilient future for the Midtown Site.



KEY TAKEAWAYS

- ☑ It encourages job creation, business innovation, and workforce training programs to support local employment.
- ☑ Community arts, cultural landmarks, and civic spaces will be preserved and enhanced to maintain Santa Fe's unique identity.
- ☑ Walkability, improved public transit access, and safe bicycle infrastructure are prioritized to enhance connectivity.
- ☑ Green building standards, integrated stormwater management, and energy-efficient design are required for sustainability.
- ☑ Clear guidelines ensure developers prioritize public amenities, workforce development, and long-term affordability.

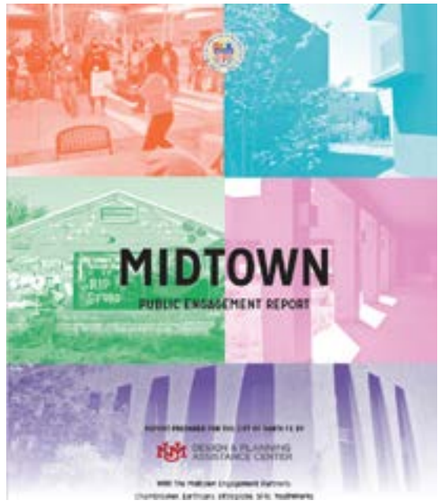


ADDRESSING MRA CRITERIA:

- ☑ **Deteriorated or Aging Structures:** Many buildings on the former Santa Fe University of Art and Design (SFUAD) campus have deteriorated due to prolonged vacancies and lack of maintenance. While some structures are suitable for adaptive reuse, others require significant investment to meet modern building standards. Demolition is expected to begin on some of the structures in the near future.
- ☑ **Defective and Inadequate Street Layout:** The existing street network prioritizes automobile traffic and lacks safe pedestrian and bicycle connections, making it difficult for residents to navigate the area without a vehicle. The street design fails to provide adequate connectivity between neighborhoods and key destinations such as Cerrillos Road, St. Michael's Drive, Siringo Road, and nearby employment centers.
- ☑ **Obsolete or Inefficient Land Use Planning:** The Midtown Site is a large, underutilized property in the heart of Santa Fe. Originally developed for institutional use, its current land use does not align with modern mixed-use urban development practices. The lack of higher-density housing, neighborhood-serving retail, and active public spaces has contributed to the area's economic stagnation.
- ☑ **Significant Business Closures and Low Commercial Activity:** Many commercial and institutional properties in the Midtown area remain vacant or underused, limiting economic growth and reducing local employment opportunities. The lack of reinvestment has weakened the area's economic vitality, creating an environment where businesses struggle to thrive.
- ☑ **Lack of Adequate Housing Facilities**: The Midtown redevelopment plans emphasize the need for additional housing, particularly affordable and workforce housing. The area does not currently provide sufficient residential options to support local employees, students, and artists who could benefit from living near emerging economic hubs.
- ☑ **Deterioration of Public Spaces and Site Infrastructure:** Many public spaces and streetscapes within the Midtown area are outdated, poorly maintained, or lacking entirely. The absence of high-quality parks, plazas, and gathering places discourages pedestrian activity and limits opportunities for community engagement.

MIDTOWN PUBLIC ENGAGEMENT REPORT (2022)

The Midtown Public Engagement Report documents the extensive community outreach process undertaken to shape the future of the Midtown Santa Fe site. Following the closure of the Santa Fe University of Art and Design in 2018, the City of Santa Fe launched the Midtown Redevelopment Process to engage residents, stakeholders, and organizations in envisioning a new purpose for the site. This effort aimed to gather diverse perspectives and inform development strategies that align with community needs, aspirations, and priorities.



The Midtown Public Engagement process reached a broad and diverse cross-section of Santa Fe residents through a variety of outreach methods. A total of 2,089 surveys were collected, providing valuable insights into community priorities and ensuring representation from different demographic and economic backgrounds. In addition to surveys, over 3,300 people participated in public meetings, tenant clinics, and food distribution events, fostering meaningful dialogue about the future of Midtown.

Beyond in-person engagement, the outreach campaign recorded over 20,000 points of contact through media campaigns, newsletters, canvassing, and digital platforms, expanding access to those who might not have attended events. The process successfully reflected Santa Fe's demographic diversity, with 53.6% of respondents identifying as Hispanic/Latinx, 24.8% as non-Hispanic White, and 10.9% as Indigenous. Economic diversity was also a key factor, with 67% of participants earning $55,000 or less annually, and a mix of homeowners (47.3%) and renters (42.4%), ensuring that housing needs were a central focus of the discussions.

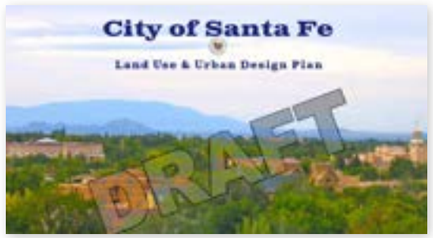
The purpose of this report was to synthesize public input into actionable development guidelines for the Midtown area and informed

the final master plan and recommendations. The engagement process prioritized themes such as housing, economic development, public spaces, sustainability, and transportation. By integrating these community-driven insights, the city sought to ensure that redevelopment efforts foster equity, cultural preservation, economic opportunity, and environmental responsibility.

ADDRESSING MRA CRITERIA:

- ☑ **Deteriorated or Underutilized Structures:** The Midtown Public Engagement Report identifies multiple vacant or deteriorating buildings on the former Santa Fe University of Art & Design (SFUAD) campus. Residents voiced concerns about abandoned buildings contributing to safety issues, lack of activation, and visual blight.
- ☑ **Defective and Inadequate Street Layout:** The current street network prioritizes vehicles over pedestrians, creating safety concerns and discouraging walkability. The report highlights the need for multimodal transportation improvements, such as safer intersections, expanded bike lanes, and improved public transit access. Community members repeatedly raised concerns about difficult pedestrian crossings, missing sidewalks, and the absence of transit options that connect Midtown to other parts of the city.
- ☑ **Obsolete or Inefficient Land Use Planning:** The existing land use pattern in Midtown is outdated, originally designed for institutional and commercial purposes rather than the mixed-use, high-density development needed today. The report identifies large underutilized parcels and restrictive zoning as key barriers to redevelopment. Residents expressed frustration that the area feels disconnected from surrounding neighborhoods, lacks essential services like grocery stores, and does not support a vibrant, mixed-use environment.
- ☑ **Decline of Commercial and Business Activity**: The report highlights a significant decline in commercial activity, with many properties either vacant or underutilized, limiting job opportunities and economic growth. Community members noted the loss of local businesses and the difficulty of attracting new investment. The need for small business support and zoning flexibility was a recurring theme in public engagement efforts .
- ☑ **Lack of Adequate Housing Facilities:** Midtown's shortage of affordable and workforce housing is a major challenge identified in the report. Despite its proximity to major employers, the area lacks sufficient housing options, leading to displacement and long commutes for workers. The community strongly emphasized the need for diverse housing options, including affordable units and mixed-income developments .
- ☑ **Deterioration of Public Spaces and Site Infrastructure:** The report identifies a lack of investment in public spaces, with outdated or underutilized parks and civic spaces. Community members consistently voiced the need for more parks, gathering spaces, and cultural centers to create a more welcoming and vibrant Midtown.

CITY OF SANTA FE LAND USE & URBAN DESIGN PLAN (1999)



The City of Santa Fe Land Use & Urban Design Plan serves as a comprehensive framework for guiding urban development, ensuring that growth is sustainable, efficient, and aligned with the city's cultural and environmental priorities. The plan establishes policies to promote a compact urban form, support mixed-use development, and preserve Santa Fe's historic character while addressing economic development, housing affordability, and transportation improvements. It emphasizes the importance of infill development, higher residential densities, pedestrian connectivity, and alternative transportation options, all while maintaining the city's unique identity and sense of place.

Originally adopted in 1999, the plan was designed to provide long-term guidance for land use and urban growth management. Currently, the City of Santa Fe is in the process of updating the plan to better address modern challenges, including sustainability, climate adaptation, and economic diversification. This plan update involves community engagement, policy revisions, and new strategies to ensure that development continues to align with the city's long-term vision.

The 1999 plan does not address the Midtown District because, at the time it was drafted, the area was still an active school.

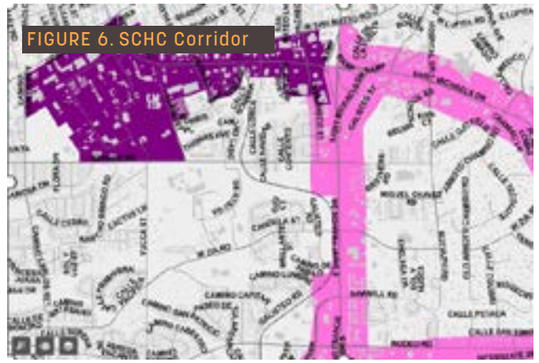
KEY TAKEAWAYS

- ☑ The City of Santa Fe Land Use & Urban Design Plan was developed before targeted planning initiatives aimed at revitalizing this area. The current plan update will incorporate community goals and long-range planning efforts established since its 1999 adoption.

OVERLAY DISTRICT: SOUTH-CENTRAL HIGHWAY CORRIDOR PROTECTION DISTRICT (SCHC)

The South-Central Highway Corridor Protection District (SCHC) overly applies to a small portion of the MRA. The overlay encompasses land within 600 feet of the edge of the right-of-way on both sides of St. Michael's Drive, Old Pecos Trail, St. Francis Drive, Rodeo Road, and Interstate 25 and its frontage roads.

This designation aims to preserve the scenic quality and manage development along these corridors. The SCHC imposes specific regulations on land use, density, and design to maintain the visual appeal and character of these areas. For instance, there are increased minimum building setbacks.


FIGURE 6. SCHC Corridor

KEY TAKEAWAYS

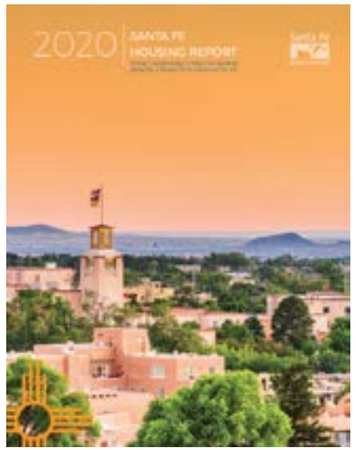
- ☑ Public input strongly emphasized the need for affordable and diverse housing options, ensuring long-term affordability and minimizing displacement risks.
- ☑ Economic development is a key focus, with a strong push for job creation, small business support, and workforce training programs to strengthen the local economy.
- ☑ Residents prioritized preserving historical and cultural assets, enhancing public parks, open spaces, and civic amenities to foster a sense of community.
- ☑ Sustainability remains a central theme, with recommendations for green building standards, integrated stormwater management, and climate-conscious urban design.
- ☑ Mobility and connectivity improvements will support walkability, bike access, public transit expansion, and safer pedestrian infrastructure, ensuring a well-connected and accessible Midtown district.

SANTA FE HOUSING REPORT (2020)

The 2020 Santa Fe Housing Report provides a comprehensive analysis of Santa Fe's housing market, affordability challenges, and policy recommendations. It emphasizes the need for increased housing supply, improved affordability measures, and stronger policies to address displacement risks. The report highlights that Santa Fe faces rising housing costs, stagnant wages, and a growing demand for affordable units, making housing one of the most pressing issues in the city.

A key focus is on the Midtown District, which presents an opportunity for mixed-use, high-density development that can alleviate housing pressures. The report discusses strategies such as inclusionary zoning, leveraging public land for affordable housing, and mixed-income housing models to ensure long-term affordability.

The Midtown site, given its central location and size, is identified as a prime area for addressing housing needs through strategic urban planning.



ADDRESSING MRA CRITERIA:

- ☑ **Lack of Adequate Housing Facilities:** The 2020 Housing Report identifies a severe shortage of affordable and workforce housing in Santa Fe, limiting accessibility for low- and moderate-income residents. The city fails to provide sufficient housing to meet demand, leading to displacement risks and long commutes for many workers. The report also notes that without intervention, new development in Santa Fe could further exacerbate affordability issues, pricing out existing residents
- ☑ **Efficient Land Use Planning:** Midtown is identified as a prime location for mixed-use and high-density development, yet existing zoning and infrastructure are not conducive to such growth. The report calls for zoning and policy changes to promote mixed-income housing, integrate public spaces, and create a more walkable, transit-friendly environment.

B. LAND USE AND ZONING

EXISTING LAND USES (COMMERCIAL, RESIDENTIAL, MIXED-USE).

Outside of the Midtown site, the majority of the MRA is occupied by commercial uses. The land use of the area is defined by retail, light office and light industrial. The retail in this area is a mixture of small pad sites and large shopping centers. The entire area is defined by large, underutilized parking lots and buildings that are set back significantly from the adjacent street. There is a lack of connectivity between and among the parcels in the MRA. This area lacks a cohesive identity or character and is autocentric.

ZONING ANALYSIS (POTENTIAL FOR REDEVELOPMENT UNDER CURRENT ZONING).

The current zoning, primarily commercial, limits the redevelopment potential of this area. The Cerrillos section of the LINC was planned prior to 2016 and could not prioritize mixed-use or best practices, giving it a strip mall appearance. Future zoning should allow a mix of uses to encourage the development of walkable, mixed-use, transit-oriented areas desired, as articulated by community stakeholders. Specifically, higher density housing should be encouraged to redevelop commercial areas into vibrant mixed-use and walkable activity centers.

SOUTH-CENTRAL HIGHWAY CORRIDOR PROTECTION

A small portion of the MRA overlaps with the South-Central Highway Corridor Protection District overlay. Provisions include building height limitations to maintain the visual character of the corridor. The SCHC also imposes design standards to ensure that new developments or alterations harmonize with the existing landscape and architectural character of the corridor. Where overlay districts overlap, the most strict requirements prevail.

LINC OVERLAY DISTRICT

The Midtown LINC Overlay District prioritizes higher-density housing, economic activity, multimodal transportation, and sustainability. The incentives and design standards aim to transform St. Michael's Drive into a dynamic and attractive corridor, encouraging private investment while ensuring community benefits.

The district allows for a variety of uses consistent with underlying zoning, with additional permitted uses of multiple-family housing. Certain uses are prohibited to maintain the district's character, including mobile homes, mobile home parks, sexually oriented businesses, outdoor storage of vehicles and equipment, and specific industrial activities like warehouse and freight movement.

To encourage development that aligns with the district's objectives, the Midtown LINC Overlay District defines "qualifying projects" those that contribute to a mixed-use, pedestrian-friendly environment. Qualifying Residential Projects include new developments consisting solely of multiple-family dwellings or mixed-use projects where residential units serve as the primary use, supported by eligible non-residential components. Qualifying Non-Residential Projects encompass new developments or modifications to existing structures intended for designated commercial and industrial uses, such as research laboratories, light assembly and manufacturing spaces (including "maker" spaces), neighborhood grocery stores, and laundromats, ensuring a balanced mix of residential and economic activity in the district.

Projects in this overlay district also have to adhere to specific architectural and landscaping standards to improve the overall appeal of the district.

VACANT OR UNDERUTILIZED PROPERTIES

While most of the properties in the area are occupied, many of them are underutilized. The large parking lots fronting many of properties are rarely if ever full. The land value of this centrally located district could support a greater diversity of uses. In a city with such a shortage of housing, the large parcels could support the development of a variety of housing units.

D. PHYSICAL CONDITIONS

City of Santa Fe MRA staff performed an assessment of the Study Area in February 2024 to document physical conditions. This report summarizes findings for the LINC and the Midtown Site separately, as conditions are very different. The assessment demonstrates that the properties included in the Study Area exhibit a combination of factors that contribute to the lack of redevelopment, as defined by New Mexico State Statute 3-60A.1-41, 1978.

MIDTOWN LINC:

The Midtown LINC Overlay District exhibits significant challenges related to land use, transportation, infrastructure, and economic activity, many of which align with the criteria for Metropolitan Redevelopment Area (MRA) designation. Originally developed with a suburban, car-oriented layout, the corridor has struggled to transition into a walkable, mixed-use urban district. Despite incentives introduced through the LINC Overlay in 2016, there has been no new residential development in the area, and underutilized properties, deteriorating infrastructure, and high crime rates persist.

ADDRESSING MRA CRITERIA:

- ☑ **Deteriorated or Underutilized Structures:** Many buildings within the LINC were constructed 30 to 40 years ago as large-lot strip malls and big-box retail centers. Over time, some have been subdivided into standalone properties surrounded by expansive parking lots, while others remain vacant or underutilized.
- ☑ **Defective and Inadequate Street Layout:** St. Michael's Drive was originally designed as a two-lane bypass highway in the 1950s and later widened in the 1970s. Today, it is one of Santa Fe's busiest streets, carrying 25,000–30,000 vehicles per day across a seven-lane roadway (six through lanes plus a center turn lane). The street lacks bike lanes, mid-block pedestrian crossings, street trees, and adequate public transit infrastructure, making it unsafe and uninviting for pedestrians and cyclists. The City of Santa Fe has formally recognized these deficiencies and, in a March 28, 2022 memo to NMDOT, proposed reducing lanes and implementing multimodal safety improvements.
- ☑ **Faulty Lot Layout and Infrastructure Deficiencies:** The LINC area consists of large commercial properties with individual curb cuts onto St. Michael's Drive, few shared access points, and no internal connectivity between parcels. If a driver misses an entrance, they must exit onto a neighborhood street and loop back, or park at a separate business and navigate through poorly maintained landscaping and parking lots. Several properties are isolated by surrounding parcels, with no viable cross-access for pedestrians or vehicles. Parking lots dominate the landscape, yet they remain underutilized and many are in poor condition with potholes, poor drainage, and failing pavement.
- ☑ **Deterioration of Public Spaces and Site Improvements:** Many properties feature planter strips that are either poorly maintained, overgrown, or dead. Several sidewalks are impassable due to overgrown landscaping, while bus stops lack proper shelters. No street trees exist along the corridor, as the entire planter strip was paved over when the State transferred St. Michael's Drive to the City of Santa Fe in 2018.
- ☑ **Decline of Commercial and Business Activity:** Many commercial properties within the LINC are vacant or struggling, contributing to a high percentage of underutilized parcels. The LINC Overlay was originally established to incentivize redevelopment, particularly multi-family housing, but no new residential development has occurred since its adoption in 2016.
- ☑ **Lack of Adequate Housing Facilities:** The LINC area is zoned C-2 General Commercial, allowing multi-family housing with no density cap, yet no housing projects have been proposed due to outdated infrastructure, high costs of redevelopment, and poor pedestrian connectivity. Large vacant parcels within the Midtown Project Site and along Warner Avenue remain undeveloped, limiting opportunities for much-needed workforce housing.
- ☑ **High Crime Rates:** The Midtown LINC area represents just 1.7% of Santa Fe's total land area, yet between January and May 2022, it accounted for 7.4% of the city's total reported crimes. Crime incidents include property crime, vandalism, and safety concerns, which further discourage investment and walkability in the corridor.

FIGURE 7. Zoning

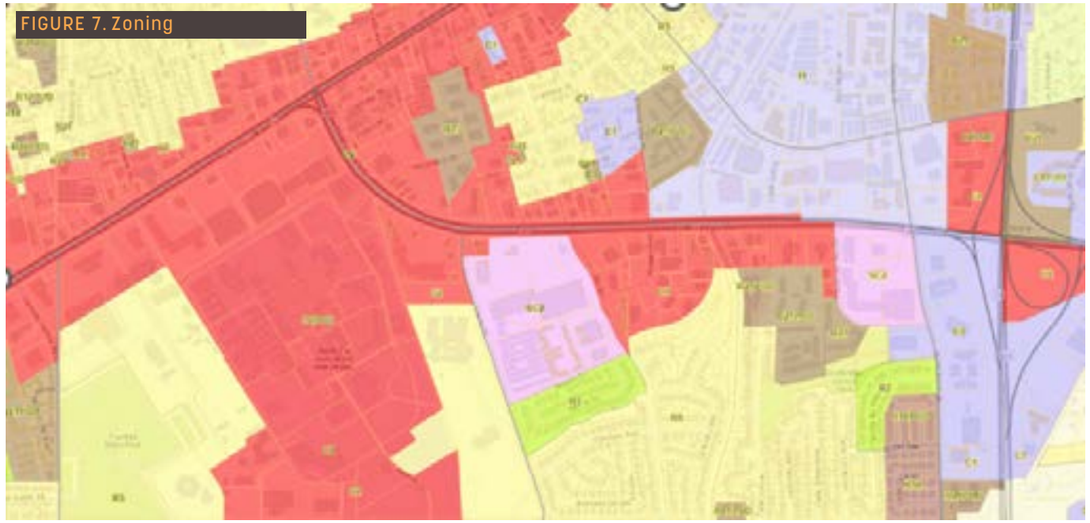


FIGURE 8. South-Central Highway Corridor Protection + LINC Overlay District

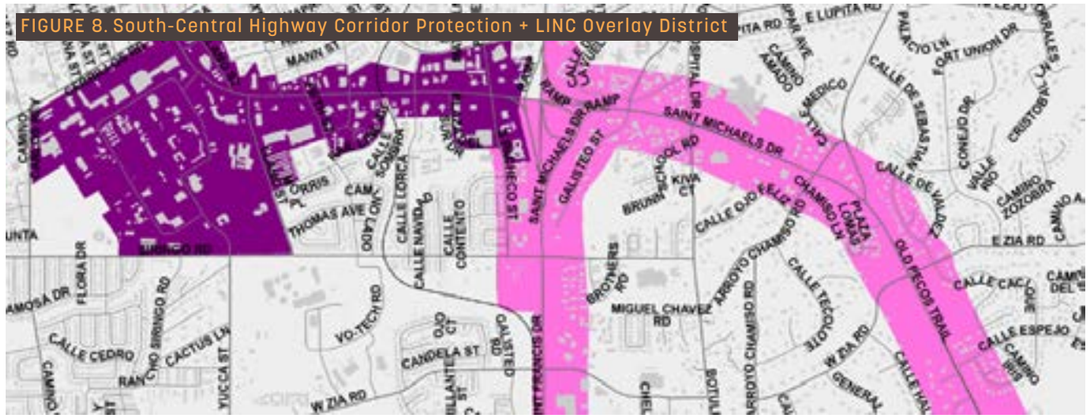
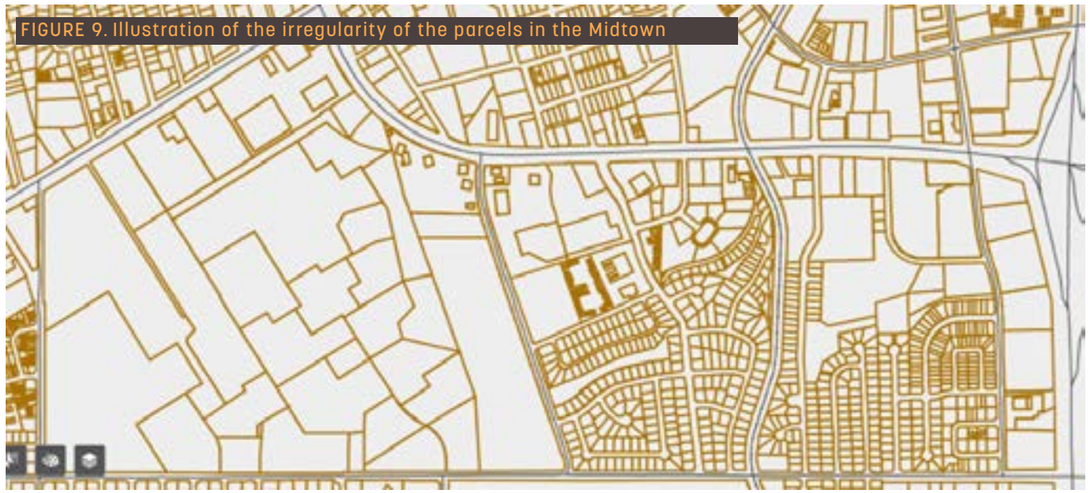


FIGURE 9. Illustration of the irregularity of the parcels in the Midtown



Vacant buildings and weeds (Midtown site)



Vacant land (Midtown site)



Street missing sidewalks





Bus stop without amenities

CERILLOS DRIVE

ST MICHAELS DRIVE

SIRINGO DRIVE



Vacant land and weeds (Midtown site)



Vacant land, weeds and litter



Underutilized land



Vacant land

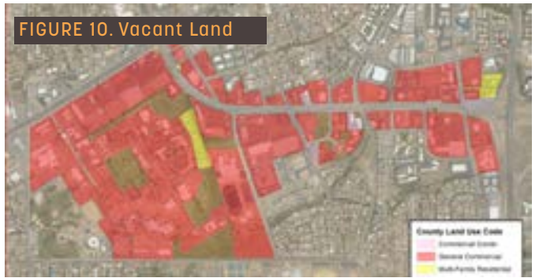


Underutilized and unsightly storefront



Vacant land, weeds and litter

FIGURE 10. Vacant Land



County Land Use Map: Brown parcels are vacant

FIGURE 11. Building Footprints



Building Footprints within MRA Study Area Boundary

FIGURE 12. Vacant SIte



Vacant site on Llano St.

FIGURE 13. Parking Lots



Surface parking lots in the MRA area

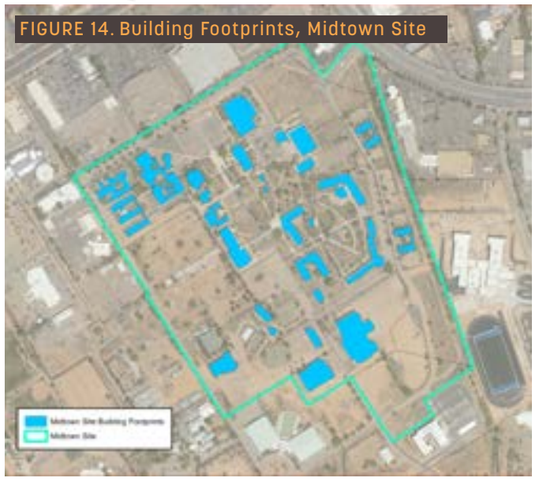
MIDTOWN SITE: THE KEY TO THE OVERALL ECONOMIC SUCCESS, RESILIENCY, AND SUSTAINABILITY OF THE MIDTOWN DISTRICT

The Midtown Santa Fe Site was originally developed as a sprawling educational campus, with large, irregular parcels that do not easily accommodate new development or redevelopment under modern mixed-use planning principles. The Midtown Master Plan, Community Development Plan, and Land Development Plan collectively identify multiple structural, infrastructure, and land use deficiencies, aligning with the Metropolitan Redevelopment Area (MRA) designation criteria under the New Mexico Metropolitan Redevelopment Code.

ADDRESSING MRA CRITERIA:

- ☑ **Deteriorated or Underutilized Structures:** The 2022 facility assessment by Wilson & Company found that many buildings on the Midtown site are structurally deficient, outdated, or in disrepair due to age, disuse, and obsolete building systems. Asbestos remediation is needed across multiple structures, adding to redevelopment costs. Of the 38 existing buildings, 10 are slated for demolition, 13 for short-term reuse before demolition, and 15 for rehabilitation. The former dormitories are not viable for conversion to modern residential use due to narrow hallways, shared bathrooms, and outdated building standards.
- ☑ **Faulty Lot Layout and Inefficient Land Use:** The site's original subdivision layout, designed for an educational campus, does not align with mixed-use redevelopment needs. Some parcels are so large and irregular that they hinder infill development. One 22+ acre parcel contains at least 17 buildings and spans the entire site. Currently, only 7.74% of the land is built upon, with 20 acres of completely vacant parcels. Until 2022, the site lacked master planning and remained zoned R-5 Residential, which was unsuitable for redevelopment. The recent Planned Unit Development (PUD) zoning and master planning efforts are expected to improve development feasibility.
- ☑ **Defective and Inadequate Street Layout:** The Midtown Site is isolated from surrounding areas, with only two access points—one at St. Michael's Drive and one at Siringo Road. The St. Michael's Drive entrance lacks a traffic signal, making left turns difficult and unsafe during peak hours. While the Siringo Road entrance is signalized, overall connectivity to the surrounding street network is inadequate. The Midtown Master Plan proposes a new internal street network, but implementation will require significant investment and collaboration with adjacent property owners to create pedestrian, bike, and road connections.
- ☑ **Deterioration of Public Spaces and Environmental Hazards:** The remains of the former barracks on Tract O—burned down in a 2017 fire—were razed, covered with topsoil, and fenced off, but the site still contains asbestos-based materials and underground cementitious pipes. A basic 12-inch surface remediation alone is expected to cost at least $2.3 million.
- ☑ **Lack of Adequate Housing Facilities:** As a former college campus, the only housing that ever existed on the site was dormitory housing, which is unsuitable for modern residential use due to outdated building codes and lack of essential amenities like kitchens. However, with the adoption of the Midtown Master Plan in 2022-2023, the site is now planned for at least 1,100 new housing units, with a minimum of 30% designated as affordable housing for households earning 80% or less of the Area Median Income (AMI).

FIGURE 14. Building Footprints, Midtown Site

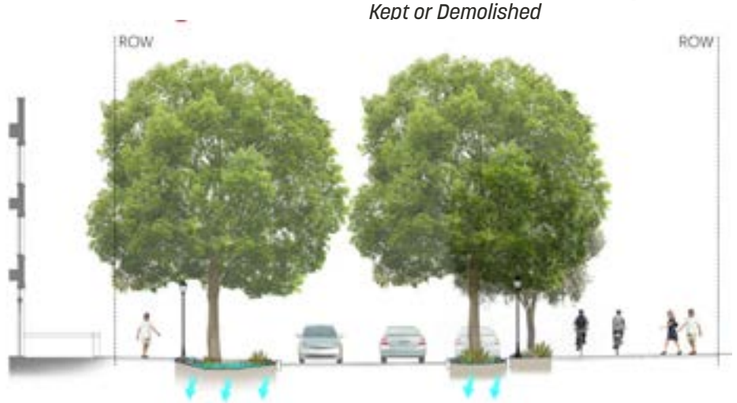


Building Footprints within Midtown Site

FIGURE 15. Midtown: Building Preservation Plan



Midtown Buildings: Color Designates Which Building Will be Kept or Demolished



Complete Street Example - Midtown Master Plan (2022)

E. ECONOMIC CONDITIONS

RETAIL AND COMMERCIAL MARKET TRENDS

The Midtown Redevelopment Area has historically experienced higher vacancy rates, fluctuating rents, and lower occupancy compared to Santa Fe's overall office and retail markets. However, recent trends indicate a stabilization in demand, with significant improvements in occupancy rates and reductions in vacancies. While the broader Santa Fe market has demonstrated steady growth, the MRA area remains a more volatile submarket, characterized by lower rental rates and a price-sensitive tenant base. This section examines key trends in office and retail markets within the MRA area in comparison to Santa Fe's overall market performance.

OFFICE MARKET COMPARISON: MRA AREA VS. SANTA FE (2017-2024)

Vacancy Rate Trends: The MRA area saw extreme volatility in office vacancies, peaking at 20% in 2014, compared to 8.2% in the City. By 2024, the MRA's vacancy rate dropped to 0%, indicating a strong recovery.

Occupancy Rate Trends: The MRA's occupancy rate was as low as 80% in 2014-2015, lagging behind the overall market, which consistently remained above 95%. However, the MRA rebounded to 100% occupancy in 2024, suggesting stabilization.

Net Absorption Trends: The MRA had major negative absorption (-52,257 SF in 2018) but recovered with positive absorption in 2019 and 2024. Santa Fe's overall market also experienced fluctuations, notably -81,826 SF in 2020, during the economic downturn.

Office Rent Trends: The overall market saw steady rent growth, reaching $23.68/SF in 2024 from $17.07/SF in 2016. The MRA's office rents have been highly inconsistent, with rates ranging from $24.07/SF in 2022 to as low as $7.13/SF in 2024, suggesting weaker demand and a less stable office environment.

RETAIL MARKET COMPARISON: MRA AREA VS. SANTA FE (2017-2024)

Vacancy Rate Trends: Santa Fe's retail vacancy rate declined steadily from 6.3% in 2013 to 2.3% in 2024, reflecting strong demand. The MRA area had a much higher peak vacancy of 14.8% in 2013 but has since fallen to 1.6% in 2024.

Occupancy Rates: Both markets maintain high occupancy, with Santa Fe at 97.7% and the MRA slightly higher at 98.4% in 2024.

Net Absorption Trends: Santa Fe saw significant fluctuations, particularly in 2024 (-129,935 SF). The MRA also experienced volatility, with negative absorption in 2023 (-13,551 SF) but a rebound in 2024 (+4,266 SF).

Retail Rent Trends: Santa Fe's retail rents have increased to $19.15/SF in 2024, while the MRA area has struggled with lower, more volatile rents, ranging from $13.09/SF in 2013 to $8.23/SF in 2020, before rising to $15.90/SF in 2024.

KEY TAKEAWAYS

- ☑ Office rents in the MRA remain far below Santa Fe's overall market, suggesting weaker demand and less desirable space.
- ☑ Retail rents in the MRA are similarly lower than Santa Fe's average, despite increasing occupancy, indicating potential economic challenges or slower retail growth.
- ☑ The MRA area has been more volatile, with significant swings in vacancy, absorption, and rents, compared to Santa Fe's overall steady market trends.
- ☑ Despite lower rents, vacancy rates in the MRA are now at historic lows, meaning spaces are being utilized, even if at lower price points.
- ☑ While the MRA has shown recent stabilization, it remains a transitioning area, requiring further investment and strategic initiatives to ensure long-term stability and competitiveness.
- ☑ The data suggests that while demand for office and retail space in the MRA area is improving, continued investment, economic incentives, and tenant attraction strategies will be crucial for ensuring the district's long-term success.
- ☑ The MRA area has historically had higher vacancy rates and lower occupancy than the overall market but has made significant improvements in recent years.

CONCLUSION

The Midtown Metropolitan Redevelopment Area (MRA) in Santa Fe has been designated to address a range of challenges that have hindered its economic growth, livability, and development potential. The findings in the MRA Designation Report highlight several conditions that meet the criteria for an MRA designation under the New Mexico Metropolitan Redevelopment Code. By implementing a comprehensive revitalization strategy, the City of Santa Fe aims to transform Midtown into a dynamic, mixed-use district that fosters economic development, enhances mobility, and supports diverse housing opportunities.

RESPONDING TO THE MRA CRITERIA

A substantial number of deteriorated or deteriorating structures negatively impact the area's livability and economic potential.

- ☑ *Many structures in the Midtown area are underutilized, outdated, or deteriorating, making them unattractive for reinvestment.*
- ☑ *Large commercial properties, particularly along St. Michael's Drive, feature extensive parking lots and aging buildings that lack pedestrian connectivity and modern amenities.*

A defective or inadequate street layout that limits accessibility, walkability, and connectivity.

- ☑ *The Midtown area, particularly St. Michael's Drive, was originally designed for high-speed vehicular traffic rather than for pedestrians, cyclists, or transit users.*
- ☑ *The wide road, large setbacks, and disconnected parcels create barriers to walkability and safe transportation alternatives.*

Faulty lot layout that reduces the usefulness, accessibility, or redevelopment potential of properties.

- ☑ *The corridor is dominated by suburban-style strip malls and big-box retail centers with excessive surface parking, resulting in underutilized land that does not support a vibrant, mixed-use environment*
- ☑ *The lack of a cohesive development pattern has limited opportunities for housing and commercial revitalization.*

Deterioration of sites or other improvements, making the area less viable for new development.

- ☑ *Public spaces in the Midtown area are outdated and underutilized, failing to provide inviting, functional spaces for community engagement.*
- ☑ *Green infrastructure, parks, and pedestrian-friendly streetscapes are lacking, contributing to an unwelcoming environment.*

A lack of adequate housing facilities or conditions that prevent the provision of needed housing accommodations.

- ☑ *Despite its central location, the Midtown district lacks diverse and affordable housing options.*
- ☑ *The demand for mixed-income housing remains unmet, pushing workers and lower-income residents to live farther from their jobs and increasing commuting burdens.*

Obsolete or impractical planning and platting, leading to underutilized land and inefficient land use.

A significant number of vacant buildings, reducing economic activity and job opportunities.

- ☑ *The Midtown property specfically has suffered from high vacancy rates, with redevelopment struggling to remain viable due to outdated infrastructure, low foot traffic, and limited accessibility.*
- ☑ *Economic stagnation and disinvestment have further contributed to job losses and underutilization of properties.*

Low levels of commercial or industrial activity, contributing to economic stagnation and disinvestment.

- ☑ *The Midtown area has seen declining levels of investment over the past decade, limiting economic opportunities for local businesses and workers.*
- ☑ *The lack of incentives and infrastructure improvements has made it difficult to attract new businesses and industries.*

Through the MRA designation the City of Santa Fe can unlock key funding sources, attract private investment, and improve public infrastructure—creating new jobs, enhancing walkability, and expanding housing options.

This MRA designation aligns with the Midtown Master Plan and community input to ensure thoughtful, sustainable redevelopment. With strategic public-private partnerships and financial tools like tax incentives and infrastructure investments, the MRA will move Midtown into motion, fostering an inclusive, thriving district for all Santa Fe residents.

BENEFITS OF AN MRA DESIGNATION AND MRA PLAN

The MRA Designation allows for the contribution of Public Resources to Private Redevelopment projects, thereby helping catalyze reinvestment in the area.

The MRA Plan will outline specific redevelopment projects and activities and focus on unlocking critical opportunities, such as:

INCENTIVES FOR PROPERTY OWNERS - MRAs allow municipalities to offer incentives to property owners to encourage private investment. These incentives can include direct contributions of public funds, infrastructure improvements, below-market leases, land swaps, zoning changes, and favorable development bonds.

PUBLIC-PRIVATE PARTNERSHIP OPPORTUNITIES - MRAs allow property owners to engage with local governments in projects that involve the contribution of public funds to the redevelopment of private property. This also includes entering into development agreements to redevelop underutilized public properties.

DISTRICT-WIDE PUBLIC IMPROVEMENTS - MRAs allow for the effective planning and construction of public infrastructure and right-of-way improvements including streetscaping, transit-oriented development, stormwater management, and utility upgrades. It allows the municipality to contribute public resources to infrastructure upgrades that benefit private landowners, including waiving fees.

INCREASED COMMERCIAL ACTIVITY AND JOB GROWTH - Through the designation and planning for MRAs, many communities attract and grow commercial activity in an area, leading to long-term redevelopment and a stronger local business market.

TAX INCENTIVES & FINANCING TOOLS - A municipality may offer tax abatements and/or establish a Tax Increment Financing District (TIF) or Tax Increment Development District (TIDD). The municipality may also issue MRA Bonds for private projects. These tools do not change or increase taxes. Other available financing tools include:

- *Property Tax deferrals or credits*
- *Issuance of Revenue Bonds*
- *State/Federal Brownfield funding opportunities*

- *NMMFA Low-Income Housing Tax Credits bonus points*
- *CDBG Funding eligibility (without meeting LMI criteria).*

FACILITATE PUBLIC PRIVATE PARTNERSHIPS - MRAs are exempt from the Anti-Donation Clause because the activities authorized by the Metropolitan Redevelopment Code are considered to be in the public interest. MRAs allow local governments to sell public assets, enter into public-private partnerships, and issue bonds, loans, and grants. Other perks include:

- *Allows the sale of public property at "fair value" (below appraisal) when there are tangible public benefits through Development Agreements*
- *No prohibition on "Retail Uses" as exists in LEDA (>10,000 pop)*
- *"3-60A-48. Liberal Interpretation: The Metropolitan Redevelopment Code shall be liberally construed to carry out its purposes." Gives municipality discretion on how to best leverage MRA district opportunities.*

NEXT STEPS

After the MRA site is designated, a MRA plan will be created. Following the MRA Designation Report, an MRA Plan will be created, which will identify specific redevelopment projects that, when implemented, will eliminate the blighted conditions and stimulate economic activity. These projects can include land/building acquisition, multi-modal transportation infrastructure, stormwater management infrastructure, community facilities, housing, and public places.

The MRA planning effort will include a market and economic analysis to understand the opportunities associated with funding mechanisms and programs, such as tax increment financing, and link the MRA Plan's goals and strategies to those opportunities.

The governing municipality, in this case, the City of Santa Fe, has full discretion on which of these incentives the City uses and prioritizes to implement the MRA Plan. These decisions will be made during the planning process with public engagement and in collaboration with City departments and elected officials.



A

Attachment B

FIR No. 10662.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** x

Short Title(s): Midtown Metropolitan Redevelopment Area Designation

Sponsor(s): Mayor Alan Webber and Councilor Jamie Cassutt

Reviewing Department(s): Community Development Department **(**Midtown Development Agency Office of Economic Development), City Attorney's Office

Staff Completing FIR: Daniel Hernandez, Director of Midtown Development Agency; Carly Vendetti, Asset Development Manager, Midtown Development Agency **Date:** 3/3/2025

Phone: (505) 795-0675; (505) 531-7296

Reviewed by City Attorney: _____ **Date:** Mar 21, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Mar 21, 2025

Summary:
The proposed resolution makes a finding of necessity and designates the Midtown Local Innovation Corridor Overlay District (the Midtown "LINC"), other than a small residential area, as a Metropolitan Redevelopment Area, as consistent with SFCC 1987, Section 7-2.8 and NMSA 1978, Section 3-60A-8. The boundaries of this overlay district are described in SFCC 1987, Section 14-5.5(5)(D)(2), "Midtown Local Innovation Corridor (Midtown LINC) Overlay District", as modified in Attachment B.

Departments Affected:
Community Development (Office of Economic Development and Metropolitan Redevelopment Agency)

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the specified area in the Midtown LINC, will not be declared a metropolitan redevelopment area.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Ordinance No. 2016-39 created a new subsection of Chapter 14, the "Midtown Local Innovation Corridor Overlay District" (14-5.5(D)), which established permitted uses, definitions, standards and incentives for qualifying projects within the relevant district. This ordinance also defined the boundaries of the Midtown LINC.

Performance and Administrative Implications:
If the proposed resolution is adopted, then the Metropolitan Redevelopment Commission could exercise its powers and duties established in SFCC 1987, Section 7-2.6.

Fiscal Implications:
None at this time. While designating a metropolitan redevelopment area is a step towards being able to exercise certain redevelopment financial tools, future steps are required to implement the tools. Future required steps include the Governing Body's adoption of a metropolitan redevelopment plan, before a fiscal impact is possible.

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: mscott@santafenm.gov

Signature:

Email: dahernandez@santafenm.gov

Signature:

Email: jcnelson@santafenm.gov

Signature:

Email: cavenditti@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.

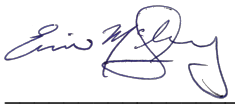
(5) Enterprise funds. Proceeds from the sale or lease of property belonging to or associated with enterprise funds are exempt from the provisions of this section.

(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