Agenda **Regular Meeting of the Finance Committee**
May 12, 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
6. Action Items: Consent Agenda

   a. Request for Approval of the April 28, 2025, Finance Committee Meeting Minutes. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

   Committee Review:
   Finance Committee: 05/12/2025

   b. Request for Approval of the April 24, 2025, Fiscal Year 2026 Budget Hearing Minutes. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

   Committee Review:
   Finance Committee: 05/12/2025

   c. Request for Approval of the April 25, 2025, Fiscal Year 2026 Budget Hearing Minutes. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

   Committee Review:
   Finance Committee: 05/12/2025

   d. Request for Approval of the April 28, 2025, Fiscal Year 2026 Budget Hearing Minutes. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

   Committee Review:
   Finance Committee: 05/12/2025

e. Request for Approval of the April 29, 2025, Fiscal Year 2026 Budget Hearing Minutes. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

Committee Review:
Finance Committee: 05/12/2025

f. Request for Approval of the April 30, 2025, Fiscal Year 2026 Budget Hearing Minutes. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

Committee Review:
Finance Committee: 05/12/2025

g. Request for Approval of the May 01, 2025, Fiscal Year 2026 Budget Hearing Minutes. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

Committee Review:
Finance Committee: 05/12/2025

h. Request for Approval of the May 02, 2025, Fiscal Year 2026 Budget Hearing Minutes. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

Committee Review:
Finance Committee: 05/12/2025

i. Request for Approval of the May 05, 2025, Fiscal Year 2026 Budget Hearing Minutes. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

Committee Review:
Finance Committee: 05/12/2025

j. Request for Approval of the May 06, 2025, Fiscal Year 2026 Budget Hearing Minutes. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

Committee Review:
Finance Committee: 05/12/2025

k. Request for Approval to Purchase a Vactor Truck from Pete's Equipment for $569,727.78 for Maintenance of Roadway Drainage Systems. (Jennifer Morrow, Complete Streets Division Director, jlmorrow@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 05/05/2025
Finance Committee: 05/12/2025
Governing Body: 05/14/2025

l. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Road Impact Fees in the Total Amount of $195,258 to Complete Streets WIP

Design for the Henry Lynch Reconstruction Project. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 05/05/2025
Finance Committee: 05/12/2025
Governing Body: 05/14/2025

m. Request for Approval of Amendment No. 1 to Construction Contract Item #23-0222 with GM Emulsion LLC to Extend the Term through May 30, 2026, to Update the Price List and Allow Contract Extensions for Up to Ten Years. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 05/05/2025
Finance Committee: 05/12/2025
Governing Body: 05/14/2025

n. Request for Approval of Amendment No. 1 to Construction Contract Item #23-0023 with JDR & Associates, LLC to Extend the Term through May 30, 2026, to Update the Price List and Allow Contract Extensions for Up to Ten Years. (Romella Glorioso-Moss, Complete Streets Capital Project Manager, rsglorioso-moss@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 05/05/2025
Finance Committee: 05/12/2025
Governing Body: 05/14/2025

o. Request for Approval of Amendment No.1 to Construction Contract Item #23-0221 with EMCO of Santa Fe LLC to Extend the Term through May 30, 2026, to Update the Price List and Allow Contract Extension for Up to Ten Years. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 05/05/2025
Finance Committee: 05/12/2025
Governing Body: 05/14/2025

p. Request for Approval of a Lease Agreement with Jet Center at Santa Fe Real Estate, LLC to Lease 1.57 Acres of Undeveloped Land for the Construction of a Hangar for Additional Aircraft Storage in the Total Amount of $12,993.91 for the First Year with a 2.5% Cumulative Yearly Increase for a Forty-Year Term.

(James Harris, Airport Manager; jcharris@santafenm.gov and Terry Lease, Asset Development Manager; tjlease@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 05/05/2025
Finance Committee: 05/12/2025
Governing Body: 05/14/2025

q. Request for Approval of Amendment No. 1 to Professional Services Agreement Item #23-0516 with Hazen & Sawyer to Remove Fiscal Year Compensation Amount Limits. (William Schneider, Water Resource Coordinator; whschneider@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 05/05/2025
Finance Committee: 05/12/2025
Governing Body: 05/14/2025

r. Request for Approval of a Grant Agreement with the New Mexico Environment Department in the Amount of $1,600,000 for the Capital Project SAP 24-I2455-GF for Repair and/or Replacement of the Regional Wastewater Treatment Plant with a Reversion Date of June 30, 2028. (Michael Dozier, Wastewater Division Director; mldozier@santafenm.gov)

1. Request for Approval of a Memorandum of Understanding with North Central New Mexico Economic Development District for Fiscal Agent Services related to Capital Project SAP 24-I2455-GF.

2. Request for Approval of a Budget Amendment Resolution to Allocate $1,584,000 from the Capital Appropriation Grant SAP 24-I2455-GF for the Wastewater Treatment Plant to FY25 Wastewater Revenue and WIP Construction, with $16,000 Withheld for Art in Public Places.

Committee Review:
Public Works and Utilities Committee 05/05/2025
Finance Committee: 05/12/2025
Governing Body: 05/14/2025

s. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $255,722 from the Water Utility Fund Balance to Pay the Department of Interior, US Bureau of Reclamation for the City's Annual Water Operations, Maintenance and Replacement Costs for the San Juan Chama Project. (William Schneider, Water Resource Coordinator; whschneider@santafenm.gov)

Committee Review:

Public Works and Utilities Committee 05/05/2025
Finance Committee: 05/12/2025
Governing Body: 05/14/2025

7. Action Items: Discussion Agenda

   a. CONSIDERATION OF RESOLUTION NO. 2025____. (Mayor Alan Webber) A Resolution Adopting the City of Santa Fe's Fiscal Year 2026 Operating Budget for the City of Santa Fe. (Emily Oster, Finance Director; ekoster@santafenm.gov and Andy Hopkins, Budget Officer; ajhopkins@santafenm.gov)

      Committee Review:
      Public Works and Utilities (Introduced): 05/05/2025
      Finance Committee (Budget Hearing): 05/06/2025 - **POSTPONED TO MAY 12, 2025, FINANCE COMMITTEE MEETING**
      Finance Committee: 05/12/2025
      Governing Body: 05/14/2025

8. Matters from Staff

9. Matters from the Committee

10. Matters from the Chair

11. Next Meeting: Tuesday, May 27, 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 28, 2025 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue
MINUTES

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1. Call to Order

The Regular Meeting of the Finance Committee was called to order by Councilor Romero-Wirth at 5:03 PM, on Monday, April 28, 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 Lindell, to Approve.

VOTE The motion Passed on a voice vote.

4. Approval of Consent Agenda

Item q and Item t were pulled for discussion.

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

VOTE The motion Passed on a voice vote.

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

Approved on Consent.

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

Approved on Consent.

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

Approved on Consent.

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

Approved on Consent.

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

Approved on Consent.

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

Approved on Consent.

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

Approved on Consent.

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

Approved on Consent.

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

Approved on Consent.

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

Approved on Consent.

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

Approved on Consent.

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

Approved on Consent.

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

Approved on Consent.

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

Approved on Consent.

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

Approved on Consent.

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

Approved on Consent.

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

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

VOTE The motion Passed unanimously on a roll call vote.

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

Approved on Consent.

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

Approved on Consent.

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

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

VOTE The motion Passed unanimously on a roll call vote.

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

Meeting Adjourned at 5:38 P.M.

Erminia Tapia

Liaison

Chair

FY26 Budget Hearing of the Finance Committee
April 24, 2025 at 11:00 AM
Council Chambers, City Hall
200 Lincoln Avenue
MINUTES

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1. Call to Order

The Fiscal Year 2026 Budget Hearing Meeting of the Finance Committee was called to order by Councilor Romero-Wirth at 11:04 AM, on Thursday, April 24, 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
Alan Webber, Mayor
Mark A. Scott, City Manager
Emily Oster, Director, Finance Department

3. Approval of Agenda

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

VOTE The motion Passed on a voice vote.

Staff requested a change to the order of the agenda to move the Economic Outlook to be heard before the Budget Overview.

4. Chair Opening Remarks

5. Department Reviews

   a. Budget Overview

   b. Economic Outlook

   c. Finance Department

MOTION A motion was made by Councilor Lindell, seconded by Councilor Cassutt, to

Approve.

VOTE The motion on a roll call vote.

d. Unions

6. Matters from the Chair

7. Next Meeting: Friday, April 25th

8. Adjourn

Meeting Adjourned at 2:00 P.M.

ERMINIA TAPIA

Liaison

Chair

Regular Meeting of the Finance Committee
April 25, 2025 at 10:00 AM
Council Chambers, City Hall
200 Lincoln Avenue
MINUTES

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1. Call to Order

The Fiscal Year 2026 Budget Hearing Meeting of the Finance Committee was called to order by Councilor Romero-Wirth at 10:08 AM, on Friday, April 25, 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
Alan Webber, Mayor
Mark A. Scott, City Manager
Emily Oster, Director, Finance Department

3. Approval of Agenda

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

VOTE The motion Passed on a voice vote.

4. Chair Opening Remarks

5. Department Reviews

   a. Community Engagement (City Clerk's Office, Constituent Services)

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

VOTE The motion Passed on a roll call vote.

Committee Called for a break at 11:35 A.M. and Resumed at 1:02 P.M.

   b. Community Health & Safety (Administration, Libraries, Recreation, Senior Services, Youth & Family)

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

VOTE The motion Passed on a roll call vote.

c. Information Technology & Telecommunications

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

VOTE The motion Passed on a roll call vote.

6. Matters from the Chair

7. Next Meeting: Monday, April 28th

8. Adjourn

Meeting Adjourned at 3:34 P.M.

ERMINIA TAPIA

Liaison

Chair

Regular Meeting of the Finance Committee
April 28, 2025 at 10:00 AM
Council Chambers, City Hall
200 Lincoln Avenue
MINUTES

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1. Call to Order

The Fiscal Year 2026 Budget Hearing Meeting of the Finance Committee was called to order by Councilor Romero-Wirth at 10:06 AM, on Monday, April 28, 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
Alan Webber, Mayor
Mark A. Scott, City Manager
Emily Oster, Director, Finance Department

3. Approval of Agenda

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

VOTE The motion Passed on a voice vote.

4. Chair Opening Remarks

5. Department Reviews

   a. Human Resources

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

VOTE The motion Passed on a roll call vote.

   b. Public Works Department (Administration, Facilities, MRC, Parks, Parking, Streets, Transit)

MOTION A motion was made by Councilor Lindell, seconded by Councilor Faulkner,

to Approve.

VOTE The motion Passed on a roll call vote.

6. Next Meeting: Tuesday, April 29, 2025

7. Adjourn

Meeting Adjourned at 3:33 P.M.

ERMINIA TAPIA

Liaison

Chair

Regular Meeting of the Finance Committee
April 29, 2025 at 10:00 AM
Council Chambers, City Hall
200 Lincoln Avenue
MINUTES

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1. Call to Order

The Fiscal Year 2026 Budget Hearing Meeting of the Finance Committee was called to order by Councilor Romero-Wirth at 10:05 AM, on Tuesday, April 29, 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
Alan Webber, Mayor
Mark A. Scott, City Manager
Emily Oster, Director, Finance Department

3. Approval of Agenda

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

VOTE The motion Passed on a voice vote.

4. Chair Opening Remarks

5. Department Reviews

   a. Emergency Management

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

VOTE The motion Passed on a roll call vote.

Committee called for a break at 11:33 A.M. and resumed at 1:03 P.M.

   b. Fire Department (Administration, Operations, Support Services)

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

VOTE The motion Passed on a roll call vote.

c. Police Department (Administration, Operations)

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

VOTE The motion Passed on a roll call vote.

6. Matters from the Chair

7. Next Meeting: Wednesday, April 30, 2025

8. Adjourn

Meeting Adjourned at 4:00 P.M.

ERMINIA TAPIA

Liaison

Chair

Regular Meeting of the Finance Committee
April 30, 2025 at 10:00 AM
Council Chambers, City Hall
200 Lincoln Avenue
MINUTES

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1. Call to Order

The Fiscal Year 2026 Budget Hearing Meeting of the Finance Committee was called to order by Councilor Romero-Wirth at 10:05 AM, on Wednesday, April 30, 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
Alan Webber, Mayor
Mark A. Scott, City Manager
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. Chair Opening Remarks

5. Department Reviews

   a. Public Utilities Department (Administration, Environmental Services, Utility Customer Service, Wastewater Management, Water Division)

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

VOTE The motion Passed on a roll call vote.

6. Matters from the Chair

7. Next Meeting: Thursday, May 1, 2025
8. Adjourn

Meeting Adjourned at 12:19 P.M.

ERMINIA TAPIA

Liaison

Chair

Regular Meeting of the Finance Committee
May 1, 2025 at 10:00 AM
Council Chambers, City Hall
200 Lincoln Avenue
MINUTES

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1. Call to Order

The Fiscal Year 2026 Budget Hearing Meeting of the Finance Committee was called to order by Councilor Romero-Wirth at 10:10 AM, on Thursday, May 1, 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
Alan Webber, Mayor
Mark A. Scott, City Manager
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 roll call vote.

4. Chair Opening Remarks

5. Department Reviews

   a. Planning & Land Use

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

VOTE The motion Passed on a roll call vote.

Committee called for a break at 11:51 A.M. and resumed at 1:05 P.M.

   b. Tourism (Visit Santa Fe, Civic Convention Center)

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

VOTE The motion Passed on a roll call vote.

c. Santa Fe Film Office

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

VOTE The motion Passed on a voice vote.

d. Arts & Culture

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

VOTE The motion on a roll call vote.

6. Matters from the Chair

7. Next Meeting: Friday, May 2, 2025

8. Adjourn

Meeting Adjourned at 3:20 P.M.

ERMINIA TAPIA

Liaison

Chair

Regular Meeting of the Finance Committee
May 2, 2025 at 10:00 AM
Council Chambers, City Hall
200 Lincoln Avenue
MINUTES

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1. Call to Order

The Fiscal Year 2026 Budget Hearing Meeting of the Finance Committee was called to order by Councilor Romero-Wirth at 10:08 AM, on Friday, May 2, 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

MEMBERS EXCUSED
Councilor Lee Garcia

OTHER PARTICIPANTS ATTENDING
Alan Webber, Mayor
Mark A. Scott, City Manager
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. Chair Opening Remarks

5. Department Reviews

   a. Metropolitan Redevelopment Agency

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

VOTE The motion Passed on a roll call vote.

   b. General Government (Mayor's Office, City Council, City Manager, Internal Audit, City Attorney's Office, Municipal Court, Risk Management, Safety)

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

VOTE The motion Passed on a voice vote.

6. Matters from the Chair
7. Next Meeting: Monday, May 5, 2025
8. Adjourn

Meeting Adjourned at 2:00P.M.

ERMINIA TAPIA

Liaison

Chair

Regular Meeting of the Finance Committee
May 5, 2025 at 10:00 AM
Council Chambers, City Hall
200 Lincoln Avenue
MINUTES

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1. Call to Order

The Fiscal Year 2026 Budget Hearing Meeting of the Finance Committee was called to order by Councilor Romero-Wirth at 10:06 AM, on Monday, May 5, 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
Alan Webber, Mayor
Mark A. Scott, City Manager
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. Chair Opening Remarks

5. Department Reviews

   a. Affordable Housing

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

VOTE The motion Passed on a roll call vote.

MEMBERS VOTE
Councilor Carol Romero-Wirth

Councilor Signe Lindell - Excused
Councilor Jamie Cassutt
Councilor Pilar Faulkner
Councilor Lee Garcia

b. Economic Development

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

VOTE The motion Passed unanimously on a roll call vote.

c. Airport

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

VOTE The motion Passed unanimously on a roll call vote.

6. Matters from the Chair

7. Next Meeting:

8. Adjourn

Meeting Adjourned at 2:26 P.M.

Erminia Tapia
Liaison

Chair

Regular Meeting of the Finance Committee
May 5, 2025 at 10:00 AM
Council Chambers, City Hall
200 Lincoln Avenue
MINUTES

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1. Call to Order

The Fiscal Year 2026 Budget Hearing Meeting of the Finance Committee was called to order by Councilor Romero-Wirth at 10:06 AM, on Monday, May 5, 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
Alan Webber, Mayor
Mark A. Scott, City Manager
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. Chair Opening Remarks

5. Department Reviews

   a. Affordable Housing

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

VOTE The motion Passed on a roll call vote.

MEMBERS VOTE
Councilor Carol Romero-Wirth

Councilor Signe Lindell - Excused
Councilor Jamie Cassutt
Councilor Pilar Faulkner
Councilor Lee Garcia

b. Economic Development

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

VOTE The motion Passed unanimously on a roll call vote.

c. Airport

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

VOTE The motion Passed unanimously on a roll call vote.

6. Matters from the Chair

7. Next Meeting:

8. Adjourn

Meeting Adjourned at 2:26 P.M.

Erminia Tapia
Liaison

Chair

CITY OF SANTA FE

Date: April 16, 2025

To: Governing Body

Via: Regina Wheeler
Regina Wheeler (Apr 17, 2025 18:32 MDT)
Regina Wheeler, Public Works Department Director

From: JM Jennifer Morrow, Complete Streets Division Director

Subject: Purchase of new Vactor Truck

Vendor: Pete's Equipment Repair, Inc.

Munis Vendor Number: 1488

ITEM AND ISSUE:
Request for Approval to Purchase a Vactor Truck from Pete's Equipment for $569,727.78 for Maintenance of Roadway Drainage Systems. (Jennifer Morrow, Complete Streets Division Director; jlmorrow@santafenm.gov)

BACKGROUND AND SUMMARY:
One-time money was allocated in the amount of $550,000 to purchase a new Vactor truck for Complete Streets to replace a 2003-year model unit that is beyond useful life. The vactor truck is essential equipment to maintain storm water drains and culverts along City maintained streets. The vehicle will support Complete Streets to consistently maintain roadway drainage infrastructure to ensure safety and protect public and private property. The remaining balance will be covered by the Streets operating budget.

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: STR ADMIN/1000471
Munis Object Name/Number: Vehicles >1.5 Tons/57100

ATTACHMENTS:
Vendor Quote
Sourcewell Contract

PROCUREMENT METHOD:

The procurement method used was cooperative procurement via Sourcewell

Chief Procurement Officer (CPO) / Designee: _____ **Date:** Apr 18, 2025

CPO Comment/Exceptions: Contract RFP 101221. Coop Purchase - NMSA 1978, Section 13-1-135

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: NA it is equipment

Approval: Josie Bolden **Title:** Controller **Date:** Apr 21, 2025

Comment/Exceptions: _____

Pete's Equipment Repair, Inc.

Cleaning and Protecting Our Communities

1412 Broadway NE
Albuquerque, NM 87102
(505) 242-6969 Phone
(505) 242-4156 Fax
www.petesequip.com

April 16, 2025

City of Santa Fe
Streets Department
Attn: Felipe Trujillo, Streets Superintendent

Dear Mr. Trujillo:

I am pleased to offer you a new 2025 Vactor 2110i mounted on a 2026 Freightliner 114SD SBA 370 HP chassis for $569,727.78 via the Federal Signal Sourcewell Contract # 101221-VTR. Pricing is on the attached worksheet. This price includes the following options and features:

- 80 GPM / 2500 PSI
- 10 YD Debris Body
- 1000 Gallon Water Capacity
- Lube Manifold
- Water Pump Drain Valves
- Accumulator System
- 600' Piranha Hose
- High Pressure Hose Reel
- 6" Rear Door Butterfly Valve
- Bellypack Wireless Controls
- Air Purge System
- Digital Water Level Indicator
- Single Engine – Dual Stage Fan
- Fan Flushout System
- LED Arrowstick
- Federal Signal 10 Strobe Lights
- Recirculation System
- Debris Body Washout
- Hydro Excavation Kit
- 180 Deg 10' Telescoping Boom
- 14W X 36H X 96D Toolbox
- LED Work Lights
- Rear Door Splash Shield
- Debris Body Level Indicator

The purchase order should be addressed to Pete's Equipment Repair, Inc. as we are the sole dealer for Vactor products in New Mexico. Please understand that the current climate of chassis availability and steel prices is volatile. Chassis pricing will be subject to change based upon availability of that model year at time of order. Therefore, this quote is good for 30 days from today's date and can be updated for you anytime. If you have any questions, please give me or Laurie Rebarchik a call.

Thank you for this opportunity,
Pete Marquez, Sr.

President

VACTOR

Pete's Equipment Repair, Inc.
Cleaning & Protecting Our Communities

Presents a

Proposal Summary

2100i

Truck Mounted Single Engine
Combination Sewer Cleaner

For
City of Santa Fe



VACTOR

BASIC

MODEL

Vacuum System	Single Engine - Dual Stage Fan	**Debris Body Capacity (cu.yd.)**	10.0
Model Type	Combo	**Water Capacity**	1000
Water Flow	80.0	**Water Pressure**	2500
Chassis Source	Customer	**Water Tank Material**	Aluminum
Controls		**Blower High Temp Shutdown**	false

Base Model: $332,618.00

CHASSIS

Freightliner	Single Axle – 2026 Freightliner 114SD SBA – 370 HP – Auto – 46,000 GVWR	$151,282.50

STANDARD FEATURES

009iSTD	Under Engine Toolbox	$0.00
011iSTD	Aluminum Fenders	$0.00
012iSTD	Mud Flaps	$0.00
016iSTD	Color Coded Sealed Electrical System	$0.00
019iASTD	Intuitouch Electronic Package	$0.00
020iSTD	Double Acting Hoist Cylinder	$0.00
025iASTD	Handgun Assembly	$0.00
026iSTD	Ex-Ten Steel Cylindrical Debris Tank	$0.00
030iSTD	Flexible Hose Guide	$0.00
032iSTD	(3) Nozzles with Carbide Inserts w/Rack	$0.00
045iSTD	Suction Tube Storage	$0.00
046iSTD	1" Nozzle Pipe	$0.00
1001iSTD	Flat Rear Door w/Hydraulic Locks	$0.00
1005iSTD	Dual Stainless Steel Float Shut Off System	$0.00
1023iSTD	Lube Manifold, with Lube Chart	$0.00
1024iSTD	Debris Body Vacuum Relief System	$0.00
1031iSTD	Debris Deflector Plate	$0.00
1032iSTD	48" Dump Height	$0.00
1041iSTD	Debris Body-Up Message and Alarm	$0.00

VACTOR

2001iSTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator	$0.00
2011iSTD	3" Y -Strainer at Passenger Side Fill with 25' Fill Hose	$0.00
2014iSTD	1000 Gallons STD	$0.00
2022iSTD	Additional Water Tank Sight Gauge	$0.00
2023iSTD	Liquid Float Level Indicator	$0.00
3002iASTD	Single Engine Dual Stage Fan	$0.00
3019iSTD	Digital Water Pressure Gauge	$0.00
4006iSTD	Front Joystick Boom Control	$0.00
4010iSTD	Boom Hose Storage	$0.00
4017iSTD	Boom Out of Position Message and Alarm	$0.00
5010iSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve	$0.00
5011iSTD	3"Y -Strainer @ Water Pump	$0.00
5015iSTD	Midship Handgun Coupling	$0.00
5019iSTD	Chassis Engine Cooling Package	$0.00
5022iSTD	Side Mounted Water Pump	$0.00
6005iDSTD	Digital Hose Footage Counter	$0.00
6007iSTD	Hose Reel Manual Hyd Extend/Retract	$0.00
6009iSTD	Hose Reel Chain Cover	$0.00
6017iSTD	Hydraulic Tank Shutoff Valves	$0.00
6019iSTD	Rodder Pump Drain Valves	$0.00
6020iBSTD	Hydraulic Extending 15" - Rotating Hose Reel - 1" x800' Capacity	$0.00
7001iSTD	Tachometer/Chassis Engine w/Hourmeter	$0.00
7003iSTD	Water Pump Hour Meter	$0.00
7004iSTD	PTO Hour Meter	$0.00
7005iSTD	Hydraulic Oil Temp Alarm	$0.00
8000iSTD	Circuit Breakers	$0.00
8025iSTD	LED Lights- Clearance- Back-up- Stop- Tail & Turn	$0.00
9002iSTD	Tow Hooks- Front and Rear	$0.00
9003iSTD	Electronic Back-Up Alarm	$0.00

VACTOR

i110STD	Module Paint- DuPont Imron Elite - Wet on Wet	$0.00
S390ASTD	8" Vacuum Pipe Package	$0.00
S560STD	Emergency Flare Kit	$0.00
S590STD	Fire Extinguisher 5 Lbs.	$0.00

BOOM

4011iB	Bellypack Wireless Controls with hose reel controls- 2-way communications- and LCD Display	$4,227.00
4013i	Rotatable Boom Inlet Hose	$771.00
4015i	180 deg. 10ft Telescoping Boom	$20,765.00
4022iA	Telescopic Boom Elbow- Hard Hat Style	$616.00

DEBRIS BODY

1015iBFSTD	Fixed Rear Door Pipe Rack -8" Pipe	$0.00
1003i	Debris Body Flushout	$2,054.00
1014i	Centrifugal Separators (Cyclones)	$7,174.00
1015i	Folding Pipe Rack - Curbside -8" Pipe	$1,426.00
1015iA	Folding Pipe Rack - Streetside -8" Pipe	$1,426.00
1022i	Rear Door Splash Shield	$2,091.00
3021i	Digital Debris Body Level Indicator Tied to Vacuum Relief	$1,227.00
4020i	Anti Splash Valve- Body Inlet	$512.00
5029i	Cyclone Washout System	$660.00

VACUUM OPTIONS

5023i	Fan Flushout System	$679.00

REAR DOOR

1007i	6" Rear Door Butterfly Valve - 3:00 position	$1,094.00

VACTOR

HOSE REEL

6002iB	600' x 1" Piranha Sewer Hose2500 PSI in lieu of STD	$1,233.00
6004iD	Rodder Hose Pinch Roller	$1,891.00
6008i	Hose Reel Manual Rewind Tool	$698.00
6014i	High Pressure Hose Reel	$1,985.00
6025iE	Hose Wind Guide (Dual Roller)- Auto- Power Indexing	$6,401.00
6027iA	25' Leader Hose (in lieu of standard)	$467.00

WATER TANKS

3020i	Digital Water Level Indicator	$914.00
5015i	Handgun Couplers- Front and Rear	$822.00

MISCELLANEOUS

8024i	Amber Lights for Flashing Light Package	$0.00
9023iA	Safety Cone Storage Rack - Post Style	$220.00

LIGHTING

8001iM	Rear Directional Control- LED Arrowstick	$2,391.00
8004iF	Rear Mounted- LED Beacon Light w/ Limb Guard	$1,382.00
8005i	H.A.L.O. (Handsfree Accessory Light Option)	$3,851.00
8020iH	10 Light Package- 10 Federal Signal Strobe Lights- LED	$2,840.00
8027i	LED Mid-Ship Turn Signals	$726.00
8028iA	Worklights (2), Self-Leveling Boom LED	$1,073.00
8029i	Worklights (2)- LED- Rear Door	$871.00
8029iA	Worklight- LED- Operators Station	$797.00
8029iB	Worklight- LED- Hose Reel Manhole	$797.00
8029iC	Worklight- LED- Passenger Side	$792.00
8029iD	Worklight- LED- Driver Side	$792.00
9021iA	Camera System- Front and Rear	$1,012.00

VACTOR

PAINT

Cab Paint Color	White	$0.00
Module Paint Color	White	$0.00
i124STD	Vactor 2100i Body Decal- Standard	$0.00
V-LOGO-APPL.	Vactor Logos - Applied	$0.00

TOOLBOX

9070iB	Long Handle Tool Storage	$469.00
9071iF	Toolbox- Behind Cab - 14w x 36h x 96d	$4,262.00
9075iB	Toolbox- Driver Side Subframe- 48w x 20h x 12d	$1,971.00

WATER ACCESSORIES

2006i	Air Purge	$1,759.00
5008iB	Cold Weather Recirculator- PTO Driven- 25 GPM	$2,333.00
5021iC	Hydro Excavation Kit - Includes Lances w/ Shield- Nozzles- Storage Tray- and Vacuum Tube	$3,535.00

WATER SYSTEM

5002iA	80 GPM/2500 PSI Jet Rodder pump	$0.00

SPARE PARTS

(1) Hydrant Wrench	20836-30	$30.00

VACTOR

Chassis Notes :-

Configured Price	$574,936.50
Sourcewell Discount	($12,708.72)
Freight	$5,000.00
PDI, Delivery and Training	$2,500.00
Factory Total	$569,727.78

Please remember Price indicated does not include unapproved Special Requests
Price valid for 30 Days from date of 04-16-2025

Product Model: 2100i
Proposal Date: 04-16-2025
Quote Number: 2024-77843
Price List Date: 03-20-2025
QTY: 1

Customer Initials: _____

VACTOR

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, iMPACT and Ramjet	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
2100 Series, iMPACT and Guzzler only	5 years against leakage of debris tank, centrifugal compressor or fan housing due to rust-through.
2100 Series, iMPACT and Ramjet	2 years - Vactor Rodder Pump
ALL Models starting with 21-09X-XXXXX and beyond	2 year- Electrical & Electronics (excludes Chassis components)

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended, nor intended, or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

GUZZLER

VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364

VACTOR

9-1-2021

DocuSign Envelope ID: CC12F943-29AC-4FFE-8A38-51F01A909E38

Sourcewell

Solicitation Number: RFP #101221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vactor Manufacturing, a division of Federal Signal, 1621 South Illinois St., Streator, IL 61364 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

DocuSign Envelope ID: CC12F943-29AC-4FFE-8A38-51F01A909E38

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/20/2021 | 11:51 AM CST

Vactor Manufacturing,
a division of Federal Signal

By: DocuSigned by: David Panizzi 67407721F3A64A7...
David Panizzi
Title: Business Development Manager
Date: 12/20/2021 | 11:57 AM PST

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 12/20/2021 | 2:05 PM CST

RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	Elgin Sweeper Co.
Does your company conduct business under any other name? If yes, please state:	Elgin Sweeper Co. Division of Federal Signal and Vactor Manufacturing
Address:	1300 W Bartlett Rd Elgin, IL 60120
Contact:	David Panizzi
Email:	dpanizzi@elginsweeper.com
Phone:	847-622-7153
HST#:	36-2351764

Submission Details

Created On:	Thursday September 16, 2021 12:18:49
Submitted On:	Monday October 11, 2021 14:51:07
Submitted By:	David Panizzi
Email:	dpanizzi@elginsweeper.com
Transaction #:	5f37a299-5bd6-4ac4-aedf-2f1ad40fd7bc
Submitter's IP Address:	4.28.67.162

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Vactor Manufacturing (a Division of Federal Signal)	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Vactor Manaufacturing; TruVac	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Vactor Manufacturing; TruVac	*
4	Proposer Physical Address:	1621 South Illinois St. Streator, IL 61364	*
5	Proposer website address (or addresses):	www.Vactor.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	David Panizzi Business Development Manager 1300 West Bartlett Rd dpanizzi@vactor.com 847-622-7153	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Panizzi Business Development Manager 1300 West Bartlett Rd dpanizzi@vactor.com 847-622-7153	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	No other contacts	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Aligned with Federal Signal, Vactor Manufacturing works to enhance the cleanliness, safety and well being of our communities and work places. We are an American manufacturer with over 55 years of product design and manufacturing experience. Vactor Manufacturing is a recognized leader in high quality sewer cleaning and hydro-excavation solutions.	*
10	What are your company's expectations in the event of an award?	We would expect to continue cooperation with Sourcewell as we work to serve its membership and work to provide effective and simple solutions for environmental cleaning challenges. This would include Sourcewell commitment to expand membership and promotion of their contracts to support their contract holders. We have over a decade of cooperation and growth working together with Sourcewell and their members, and we would work together to continue serve the membership with the latest advances in sewer cleaner and hydro excavator designs and product offerings.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Vactor is the clear leader of our industry in North America. Our growth over the past 15 years has necessitated two, multi-million dollar factory expansions. The most recent concluding in 2020. Vactor is a subsidiary of Federal Signal - a publicly traded company with more than $1.2 billion in revenue last year. The link shown here can be used to access the latest quarterly reports as well as other financial related topics and will clearly show Federal Signal's financial strength and stability. https//:www.federalsignal.com/annual-quarterly-reports	*
12	What is your US market share for the solutions that you are proposing?	Our industry is a non-reporting industry. Therefore, no independent data of market share exists. Based on our market knowledge and across all sewer cleaning and hydro excavation model/technologies, we believe our aggregate market share to be approximately 40%.	*
13	What is your Canadian market share for the solutions that you are proposing?	Again, we do not have empirical data supporting market share in Canada but our research shows that we have approximately 32% market share across all types of sewer cleaning and hydro excavation technologies.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Vactor Manufacturing and Federal Signal Corp. have never been the subject of a bankruptcy action.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a manufacturer. We have a network of third-party dealerships across North America that are trained to sell and service our products. The dealerships are specifically contracted and trained to represent our products in their local areas. We also have Regional Sales Reps (located throughout N. America) that support the sales process and are available to meet and work with end-users. We also have a Field Service and Support team. They too are located within their regions, and are dedicated to support our dealers and their efforts to ensure customer satisfaction with our products. The Regional Sales Reps and the Regional Service and Support Reps are employees of the company.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All of our contracted dealers are required to have valid state equipment dealer license. All of our dealers must comply with this requirement as part of their contract with us. While not required, Vactor is ISO 9001 and 14001 certified. ISO is the International Standards Organization and being certified means that we have policies and procedures commensurate with our business (heavy manufacturing) and that we adhere to those policies, procedures and quality standards. We are audited annually.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Vactor Manufacturing received the Chicago Innovation Award for the Paradigm Hydro Excavation unit in 2016.	*
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 62%	*
20	What percentage of your sales are to the education sector in the past three years	Less than 1%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We as a manufacturer do not hold any additional state or provincial purchasing contracts - only our current Sourcewell contract. However, a number of our local dealers do hold state or local purchasing contracts which they service. We do not have access to the detailed sales volumes	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We service a GSA contract (47QMCA18D000E) that is administered through our dealer in Maryland. Annual sales volumes are unknown.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hampton Roads & Sanitation District (HRSD) member #46762	John "JJ" Jones	(757) 460-7069	*
City of Norfolk, VA member #50228	Steve Patterson	(757) 441-5700	*
City of Wheaton, IL	Sam Webb Fleet Supervisor	630-260-2119	*
Orange County Utilities, member ID 141910	Nathaniel Haney	(407) 883-9574	
City of Chesapeake, member ID 52040	Mike Colgan	(757) 382-3321	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Vactor/TruVac has ten Regional Sales Managers (RSMs) tasked with supporting our dealer's sales efforts. The RSMs set sales targets and are involved in the end-user sales process as needed. The RSMs report to a Director of Municipal/Governmental Sales who reports to a Group level Vice President	*
26	Dealer network or other distribution methods.	Our dealer network consists of 34 dealer entities with over 70 location throughout North America. All dealers are assigned an area of responsibility that cover all of the US, Canada and the US Territories. Total dealer sales reps/territory managers for North American total over 230.	*
27	Service force.	Internally, Vactor/TruVac has an Inside Service organization with eight technical reps that support our dealer's daily need for technical support. We also have four Regional Service and Support Managers (RSSMs) that live and work with specific dealers within their assigned regions to provide warranty support, training, consultation and end-user interaction. All of our internal reps support approximately 225 dealer technicians tasked with providing end-user service.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will order through their local dealer who will, in-turn, place an order with us. Our dealer will be responsible for assisting the member with equipment configuration recommendations and providing a detailed proposal/quotation to the member. Once the sewer cleaner/hydro excavation unit is manufactured and delivered to our dealer, they will be responsible for preparing, delivering, training and supporting the end-user's needs with the equipment. History is showing that Vactor dealers are knowledgeable, experienced and anxious to use our Sourcewell contract.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer Service starts from the delivery process with equipment installation/operation training. Shorty after delivery, we request a customer satisfaction survey be filled out so we can understand the level of satisfaction from product quality, to dealer support and overall product satisfaction. Any negative responses are recorded and assigned to a field rep for appropriate follow-up. All Vactor Dealers have trained and certified technicians with the vast majority of dealers providing road (go to customer location) service complete with well-equipped service trucks. This allows for quicker support of possible inoperative vehicles. Also, at Vactor we have a 24-hour toll free helpline that is staffed by factory personnel. The objective is to provide an immediate contact and response for both our dealers and end-user customers. Lastly, we support our products with a comprehensive warranty that is provided through our trained dealer network. Our philosophy is that quality products with high-levels of service support will ensure the best value for our customers - this, in turn, will create their desire to continue their business relationship with Vactor and our dealers.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our dealer network allows us to sell and service our products throughout all of North America. Our dealers are assigned geographic areas (or territories) of responsibility that include all states and provinces. The assigned territories are listed in the dealer contract.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We support, service and actively pursue business opportunities with all Canadian entities that use sewer cleaner and/or hydro excavators.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will service all geographic areas of the US and Canada	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will service any and all Sourcewell participating entities.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii, Alaska and the US Territories are serviced the same as other states. We have dealers that are contractually assigned these geographic regions.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We advertise our Sourcewell contract at trade shows, on our public website, on our marketing collateral and at our internal dealer events. We invite our Sourcewell Contract Administrator to attend and participate at our trade shows and internal dealer sales training events. We have facilitated contract training with both our Regional Sales Managers and dealerships. We encourage our dealers to attend and network at Sourcewell sponsored events like GTKU and Sourcewell University.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Vactor utilizes a number of social media platforms to inform and communicate with the public and our followers. Our Marketing Communications Group does an excellent job of utilizing these technologies to promote our products and keep our users informed of what's happening. We use Facebook, LinkedIn, You Tube and Twitter to keep users and followers up-to-date with the latest product releases including videos; application specific information, new option availability (to enhance the functionality), and the latest press releases. Our website allows users to connect to information including our Sourcewell relationship and contract information.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would expect Sourcewell to promote our contracts to their membership as a way to simplify the procurement process and that membership understands that contract holders are part of an elite group of product/solution providers that have proven to be reputable and responsive to member's needs. We expect that Sourcewell works to continue to expand membership so that additional entities would be able to experiences the benefits for all parties. Our Sourcewell contract is currently well integrated within our sales process. Our RSMs, as well as our dealers, have been trained in using our contract as a preferred method of selling/procuring our products. Our dealers currently have the ability to create Sourcewell compliant proposals/quotes within our on-line configurator and ordering tool. By making a simple selection (check box) within our CPQ tool a dealer sales rep can create a proposal that is compliant with our Sourcewell contract. The tool applies the appropriate pricing, contract information, inserts the approved Sourcewell logo and tracks orders for reporting purposes.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have an e-procurement system for end-customer use. However, we do have an on-line product configuration and ordering tool that our dealers use to configure customers specific units and place orders with us. Our dealers use this on-line tool to prepare Sourcewell compliant proposal/quotes for members and then to place that Sourcewell order upon award.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer training at several levels. Initial training is basic installation training and is provided by our dealers at or shortly after delivery of a new sewer cleaner/hydro vac as agreed to with customer. This would include basic operation, cleaning and maintenance training. This is generally free of charge unless the member requests multiple sessions or more in-depth training that requires more time. This initial training is considered standard or can be optionally upgraded if a deeper level of training is desired. We also offer product model specific maintenance training at the factory. This covers multiple days and is also free of charge with the only costs being travel and hotel accommodations if needed. Dealers usually assist the member/customer with registration for this training.	*
40	Describe any technological advances that your proposed products or services offer.	Available on our Vactor 2100i combination units we offer a patented Rapid Deployment Boom (RDB). This feature provides for significantly improved productivity in reduced set-up times and also reduces need for operator set-up/breakdown frequency for improved safety and reduced fatigue. Our standard advanced Intui-Touch control system is ergonomically designed that allows for safe and easy interactive control interface. We have also introduced a water-recycler option that again greatly improves productivity while reducing water consumption in the line cleaning process. On our TruVac products we have optional Dig-Right technology (also patented) that allows the operator to set pressure limits to ensure safe digging practices.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Vactor is ISO 14001 certified (environmental management) which speaks to our environmental management commitment at our factory. Also, the water recycler option mentioned in line item 40 provides for significantly reduced water usage. Lastly, all of our units are now single-engine operation which eliminates the need for an auxiliary engine to drive air-flow for cleaning. This significantly reduces emission and need for secondary engine maintenance.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	ISO 14001 would be the only third-party issued certification related to environmental management. However, as mentioned above, we are certainly focused on energy efficiency/conservation. I would go as far as saying that we are a leader in developing and providing environmentally beneficial solutions including using alternative fuels such as CNG.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Vactor does not qualify under any of these business headings, several of our partner/dealers do. This includes WMBE and SBE. This is not a requirement of our dealer/partners and therefore access to documentation is not readily available.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We offer a variety of combination, jetter only or vacuum only sewer cleaner solutions that can be tailored to specific member requirements. We have a large selection of optional content that allows for customization for specific applications as well as the ability to provide specialized (engineered) solutions that may require unique attention/design. Our excavation products also are available in various sizes with the ability to excavate with water or air. Our products are also supported by a seasoned dealer network that is trained with the capability of supporting users throughout North America.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No usage limitation. Standard warranty is for 1 year bumper-to -bumper exclusive of wear items such as nozzles.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our dealer contracts require that they provide service for all customer within their area of responsibility. This would of course include Sourcewell member customers. In very rare situations and with the agreement of the customer, authorizations for a specific customer to perform their own warranty repair can be given. Vactor and our dealer would support this by providing parts, work instructions and compensation at pre-established rates. Authorization would only be given if the required repair is considered relatively easy to accomplish and did not present any risk for the customer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Our warranty covers all items with the exception of engines, truck chassis, tires and other components that carry their own manufacturers warranty. These items are typically supported by local dealer facilities. Any items/components that do not have local service would be cover by Vactor and our dealers. We have been know to assist our end-user by leveraging our contacts with engine and chassis manufacturers and dealers.	*
50	What are your proposed exchange and return programs and policies?	It is extremely rare that we would need to exchange or have a product returned. If one of our sewer cleaners was determined to be wrong for a specific customer need/application, we would work with them to modify or exchange a product for one that would work better. Ultimately, we are all better off if the customer is satisfied with their product - that's what we work toward.	*
51	Describe any service contract options for the items included in your proposal.	We are not specifically offering service contracts with this proposal. However, most of our dealer offer a variety service contract options and service specials. The offerings can be from full-service turnkey parts and service solutions to specific targeted specials. These are dealer specific.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	To ensure that our products are supported in a timely manner we offer a bumper-to-bumper, 1-year standard warranty (exclusive of wear parts). We have a nation wide/North American service network with all dealer connected via our service network software (providing specific unit service history and service/recall information). We also have a 24-hour hotline to assist both dealers and end-user with diagnosis and troubleshooting information.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Several months after delivery of each new unit we send out a Customer Satisfaction Survey asking for feedback in the areas of product quality, performance, level of satisfaction with their dealer experience and overall product. Any negative mark or comment is recorded and assigned for follow-up. The scores are tallied in the form of a Customer Satisfaction Index (CSI) score. Several quality and service performance measures are tied to the CSI. This helps us understand the voice of the customer and ensures that we are monitoring quality, performance and overall customer satisfaction at the manufacturer level.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Payment terms are established between the Vactor dealer and the Sourcewell member. Generally, this is net 15 or net 30-days. However, our dealers do much of their business municipally and understand that some entities need to apply different payment terms. Most of the time the specific member requirements can be met if within reason. The standard payment terms between our dealer and us is net 30-days.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Again, leasing and financing options are determined between the Vactor dealer and the Sourcewell member. All of our dealers offer some type of leasing and/or financing option. This is usually with a third-party that we or they have established relationships with. We often recommend NCL and many of our dealers have an established relationship with NCL and use NCL's Sourcewell contract solution for lease/financing options.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We do not have a standard transaction document that is provided to the end-user/member. Typically, the entity issues a purchase order to our dealer based on a Sourcewell proposal/quote that is generated through our configurator tool. The dealer submits the "quote" to us as an order once the member issues a PO. We, in turn, issue an electronic acknowledgement document to the dealer confirming what was ordered. This is our standard process today, for all orders, and Sourcewell orders fit nicely within our existing process. I am including example document in the upload section.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	The payment process for members is a transaction between Sourcewell member and Vactor dealer. I do not believe P-card transactions are used. We (Vactor) do not accept P-card payments from our dealers. We have no hidden or undisclosed costs.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are offering our full-line of sewer cleaners and hydro-excavators. Our pricing model is a 3% discount from list price on all Vactor/TruVac manufactured products (and options) exclusive of chassis and freight (from factory to dealer location) costs. We are also offering the rental of our sewer cleaners and hydro-vacs. Rental rates apply across the US and Canada (in Canadian dollars). The rates provided on the rental rate sheets are the Sourcewell member's price. We will also offer used sewer cleaners and hydro-vacs, primarily from our rental fleet. These are generally late model year and because of various usage and condition of specific units, the pricing will be a negotiated and agreed to price between the member and the Vactor dealer. This allows members a method of obtaining quality equipment at a much lower initial acquisition cost.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For new equipment a 3% discount from list price applies. This discount applies to all Vactor/TruVac manufactured content including options. The rental pricing is a pre-established rental rate and is consistent throughout the US and Canada. These rates are at the lower end of the regional rate study that was conducted to determine appropriate and consistent rental rates. Used equipment pricing will be negotiated and agreed to between member and Vactor dealer.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	Additional volume discounts may be considered on a case-by-case basis.	*
61	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced products or open market items fall into three categories for us. This could be items that would be provided by our dealer. The items in this category would be quoted by our dealer to the member and could include items such as special radios, decals or exterior wraps, lighting, and other dealer installed accessories. These items would not be subject to the 3% discount. Also included in this category would be unique equipment or options that would be designed, manufactured or procured and installed by Vactor. This is common for us and would be handled through our RFQ/Specials process. This allows us to provide a unique (off price list) solution for our customers and would be priced consistently with the 3% discount from list price. Our "Special" solution would be included in the Sourcewell proposal/quote. The last category would be factory supplied chassis. Because most of our products are mounted and integrated to a commercial chassis, we work with commercial chassis manufacturers and their local dealers to provide chassis specifically engineered for Vactor/TruVac equipment-mounting and use. We typically get favorable pricing from the manufacturer/dealer because of our volume. These chassis are very competitively priced and specifically designed for use with our sewer cleaners/hydo vas. This is the easiest, least risky, and most often cost-effective turnkey solution. Because chassis availability/inventory is inconsistent and lead times vary significantly, we do not provide chassis pricing. Our dealers will provide chassis quote through at the time a Sourcewell quote/proposal is being developed - the 3% discount does not apply to chassis that we or our dealers provide. Supply of chassis is currently constrained.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional costs not included with our submittal would include dealer charges for items such as pre-delivery inspection and unit preparation, local freight charges, additional training above and beyond initial training at or shortly after delivery. Also, as mentioned above, any dealer installed item would not be identified in our price sheets but would be identified in the member's Sourcewell proposal/quote.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The freight from our factory to the local dealer facility would be included with the Sourcewell quote but not subject to the 3% discount. Freight is a pass thru cost and not a profit item for us. Local freight and delivery, however, is handled by our local dealers and is not specifically listed in our response. This cost would be additional and should be listed on the member's pricing quote (often listed as part of the PDI process). This price would also vary by dealer and complexity of local shipping requirements.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada or other "offshore" delivery requirement would include a special quote from us. With offshore shipping requirements we typically containerize the product, deliver to a coastal port via truck and then load the container to a boat for delivery to location. This usually requires additional handling charges including protective coatings and dock charges. These charges can vary and would be disclosed in a member's proposal/quote.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have a dedicated traffic department which is tasked with arranging any unique delivery requirement. This is their focus and the department is knowledgeable and skilled at finding competitively priced shipping options that best meet requirements.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered for our complete line of sewer cleaners and hydro vacs for this Sourcewell proposal is better than what we typically offer for other purchasing contracts. It is possible that a dealer may offer a lesser price for a specific deal or customer but that is generally without our input.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Currently, we require our Regional Sales Managers to report Sourcewell Sales (using the provided Sourcewell template) on a quarterly basis. Late last year we refined and simplified that process by allowing our dealers to select "Sourcewell" within the CPQ/ordering tool and that would automatically apply the appropriate pricing. This also allows us the ability to track Sourcewell deals in our CPQ/on-line ordering tool. Each RSM now has the ability to view all sales, by specific dealer and region and can query for Sourcewell specific sales. By tracking sales within our CPQ ordering tool, we can verify "Sourcewell" sales and obtain the other required reporting details including transaction price. Once RSMs submit their territory Sourcewell sales reports, they are reviewed and reconciled by our Controller. Once approved, I submitted the quarterly report as required and our Controller initiates payment.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly sales are reviewed and compared to the previous year's quarterly results and are also reviewed as a percentage of overall sales. As Business Development Manager, I am task with ensuring growth targets are achieved specific to several business development objectives that are set. This includes overall Sourcewell Sales increases. I am also charged with ensuring compliance to requirements.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	As with past contracts, we propose a 0.5% administrative fee exclusive of chassis pricing and freight. We remove chassis pricing and freight as these items are not profit generating but rather cost items. This fee will be paid by us (Vactor) and is not a line item past on to the member.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering for purchase or rental our full line of combination sewer cleaners, jetters, catch basin (sewer vacuums) and our hydro and air excavation products. This includes multiple sizes/capacities for combination sewer cleaners, truck mounted jetters and catch-basin (vacuum) units. Also, trailer mounted jetters and and various sized hydro and air excavation units under our TruVac brand name. Also included is our Liquid Vacuum Tanker (LVT) that is a simple water/sludge pump designed for vacuuming refuse/dirty water, containing and transporting that material.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Combination Sewer Cleaners (various capacities) mounted on appropriately sized class 8 truck chassis; Catch Basin (vac only) units; Truck-Mounted Jetter and trailer-mounted Jetters; Various sized Hydro and Air Excavation units mounted on appropriately sized truck chassis; and Liquid Vacuum Tanker (LVT) trucks.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Sewer vacuums or combination sewer cleaners	(•) Yes ( ) No	Full-line of various sized/capacity combination sewer cleaners (2100i-series) also available with alternative fuel. Also straight catch-basin (sewer vacs) units.	*
73	Hydro or air excavation equipment	(•) Yes ( ) No	Full-line of various sized, truck-mounted Hydro and Air excavation units.	*
74	Jetters and rodders	(•) Yes ( ) No	Various sized jetters including both truck and trailer-mounted units.	*
75	Dewatering, mud, trash, and centrifugal pumps	( ) Yes (•) No	Straight trash pumps are not part of our offering.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	(•) Yes ( ) No	Our LVT units (TruVac Jackal) can be used in treatment facilities to assist with cleaning.	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	( ) Yes (•) No	Service parts and supplies are not included in our proposal.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe any product or equipment features that improve operator safety.	All our products include single button Emergency Stops (E-Stops) at all human-machine interfaces to allow for rapid shutdown of operation. Our Rapid Deployment Boom (RDB) eliminates the need for repeated operator actions for set-up and breakdown throughout the workday. Our Dig-Right technology will automatically control pressure settings to avoid damaging underground utilities that would cause unsafe working conditions. We also have auto Water Shut Off (WSO) on the digging lance on our hydro ex units to provide an extra layer of safety for operators.	*
79	Describe any product or equipment innovations that increase uptime and operator productivity.	Our RDB 10x15 boom, as previously described, significantly improves productivity. Our water recycler option significantly reduces the need to fill-up with fresh water thus providing for greater productive time. The Dig-Right option on our Vacuum Excavators allows greater productivity by automatically adjusting pressures to digging conditions.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Vactor TruVac Pricing files.zip - Monday October 11, 2021 09:49:16
- Financial Strength and Stability - fss_2020_10k.pdf - Thursday October 07, 2021 11:17:49
- Marketing Plan/Samples - 2021 Vactor Facebook - Sourcewell.pdf - Thursday October 07, 2021 11:19:56
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Vactor and TruVac Warranty.zip - Thursday October 07, 2021 11:23:13
- Standard Transaction Document Samples - Vactor Transaction example.zip - Thursday October 07, 2021 11:23:02
- Upload Additional Document - Fed Sig Elgin Vactor-Sourcewell-COI 2022.pdf - Thursday October 07, 2021 11:18:26

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Panizzi, Business Development Manager, Vactor Manufacturing

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	☑	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	☑	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	☑	1

From: JARAMILLO, DAVID M.
To: DIAZ, LUCRECIA A.
Cc: TRUJILLO, FELIPE C.
Subject: RE: Memo for New Vehicle
Date: Wednesday, April 16, 2025 5:02:27 PM
Attachments: image001.png

Hi Lucrecia,

Your director, Regina, had a discussion with Andrew Hopkins regarding the budget. As a result, Fleet is now only responsible for Streets vehicles up to one ton in size, which includes vehicles ranging from sedans to one-ton trucks.
Currently, Fleet does not service any Streets vehicles larger than that.
Since we are not involved with vehicles of that size, we are not required to sign off on their purchases.
It ***may be worth to Attach this email to your purchase packet so that Finance doesn't flag or reject your purchase.***

Thanks, and I hope you have a great day.

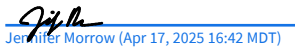
From: DIAZ, LUCRECIA A. <ldiaz@santafenm.gov>
Sent: Wednesday, April 16, 2025 3:33 PM
To: JARAMILLO, DAVID M. <dmjaramillo@santafenm.gov>
Cc: TRUJILLO, FELIPE C. <fctrujillo@santafenm.gov>
Subject: Memo for New Vehicle

Hi David

Can you review and sign the attached memo for purchase of new Vactor in Complete Streets and the purchasing memo that goes to GB requests your signature as well. Do you need to sign both?

Thank you.

Lucrecia Diaz, Administrative Manager
Public Works, Complete Streets Division
O:505.955.2417
M:505.490.3847
ldiaz@santafenm.gov

Signature: 
Jennifer Morrow (Apr 17, 2025 16:42 MDT)

Email: jlmorrow@santafenm.gov

Memo for New Vactor, Quote, Sourcewell Contract

Final Audit Report 2025-04-21

Created:	2025-04-17
By:	Lucrecia Diaz (ldiaz@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnj7nH9IXGBZ0rQl9m_96eA1Ng3FFmOWZ

"Memo for New Vactor, Quote, Sourcewell Contract" History

Document created by Lucrecia Diaz (ldiaz@santafenm.gov)
2025-04-17 - 9:47:49 PM GMT- IP address: 63.232.20.2

Document emailed to Jennifer Morrow (jlmorrow@santafenm.gov) for signature
2025-04-17 - 9:52:00 PM GMT

Email viewed by Jennifer Morrow (jlmorrow@santafenm.gov)
2025-04-17 - 10:41:02 PM GMT- IP address: 104.47.64.254

Document e-signed by Jennifer Morrow (jlmorrow@santafenm.gov)
Signature Date: 2025-04-17 - 10:42:15 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2025-04-17 - 10:42:16 PM GMT

Restricted visibility Email viewed by rawheeler@santafenm.gov
2025-04-18 - 0:31:20 AM GMT- IP address: 63.232.20.2

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2025-04-18 - 0:32:12 AM GMT- IP address: 63.232.20.2

Restricted visibility Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2025-04-18 - 0:32:14 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2025-04-18 - 0:32:16 AM GMT

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-04-18 - 7:42:18 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Josie Bolden (jxbolden@santafenm.gov) for signature

2025-04-18 - 7:42:20 PM GMT

Email viewed by Josie Bolden (jxbolden@santafenm.gov)

2025-04-21 - 2:33:43 PM GMT- IP address: 104.47.65.254

Document e-signed by Josie Bolden (jxbolden@santafenm.gov)

Signature Date: 2025-04-21 - 2:35:22 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-04-21 - 2:35:22 PM GMT

CITY OF SANTA FE

Date: April 22, 2025

To: Governing Body

Via: Regina Wheeler
Regina Wheeler (Apr 23, 2025 12:14 MDT)
Regina Wheeler, Public Works Department Director

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

ACTION:
Request Approval of a Budget Amendment Resolution (BAR) to Allocate Road Impact Fees in the Total Amount of $195,258 to Complete Streets WIP Design for the Henry Lynch Reconstruction Project (Romella Glorioso-Moss, Complete Streets Capital Project Manager, rsglorioso-moss@santafenm.gov)

BACKGROUND AND SUMMARY:
The engineering design of Henry Lynch Road Reconstruction Project began in 2022 with funding from the New Mexico Department of Transportation (NMDOT) via its Transportation Project Fund Program for $450,000. At the first public meeting conducted in 2022, the residents voiced concern about the poor drainage system causing regular flooding particularly at La Paz Subdivision. However, the NMDOT funding is only for roadway design. An additional $195,258 is needed to address poor drainage system. The roadway design is approaching 60% completion by end of May. The City has applied for construction funding from NMDOT for $2.5M.

This project is included in the Impact Fee Capital Improvement Plan and is eligible for use up to $3.1M of road impact fees.

The funding source is: Road Impact Fees
Fund Name/Number: CIP/Fund 232
Munis Org Name/Number: CIP ORG 3309980
Munis Expenditure Object Name/Number: WIP Design/572960
Munis Revenue Object Name/Number: Roadways/Trails CIP/2320471
Project Ledger Number: ST193300D

ATTACHMENTS:
BAR

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Streets Roadways	4/21/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP DESIGN - Henry Lynch Reconstruction	3309980	572960	ST193300D	195,258	
Capital Transfer Out to 330 Roadways/Trails CIP	2320471	760330		195,258	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Capital Transfer in from 232 Impact Fees	3309980	660232		(195,258)	
				$ 195,258	$ -

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

Additional funding needed to complete the engineering design for the Henry Lynch Reconstruction project from Impact Fees, approved per Resolution 2020-50 Table 80.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
232	(195,258)
TOTAL:	**(195,258)**

De Alva Calabaza — 4/21/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Regina Wheeler
Regina Wheeler (Apr 23, 2025 12:14 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

Date: April 14, 2025

To: Governing Body

Via: Regina Wheeler, Public Works Department Director RW (Apr 21, 2025 12:58 MDT)

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

Subject: Amendment #1 to On-Call Construction Contract 23-0222

Vendor Name: GM Emulsion LLC

Munis Vendor Number: 3882

ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to Construction Contract Item 23-0222 with GM Emulsion, LLC to Extend the Term through May 30, 2026, Update the Price List and Allow Contract Extensions for Up to Ten Years. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

CONTRACT NUMBER:

The Munis contract number is 3204005.

BACKGROUND AND SUMMARY:

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

This amendment adjusts the pricing on the contract as provided for in Article 2, paragraph D "Escalation/Reduction Clause" which allows the contractor, at the time of contract renewal, to adjust pricing not to exceed 10% annually. Based on the contractor's request and verification by staff of increased costs for paving and concrete projects as published by NMDOT, prices will increase by 20%, cumulative for 2 years since contract establishment. The amendment also allows for adjusting pricing for changes in law such as tariffs that could affect costs.

Note that on-call contracts are not a guarantee of work and that task orders are issued as needs arise and funding is available. Staff requests quotes from multiple contractors for each project and Contractors may quote pricing that is lower that the contract price list.

This amendment also extends the contract through May 2026 and modifies the term to allow for extensions up to 10 years in accordance with NMSA 1978, Sections 13-1-150 through 152.

ATTACHMENTS:

Amendment #1
Price Increase Justification Letter
Original contract
COI

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Various

Budget Officer / Designee: Andy Hopkins **Date:** 04/22/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB **- ITB#23/48/B**

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 04/22/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

GM EMULSION LLC.

April 9, 2025

Romella Glorioso-Moss
City of Santa Fe Public Works
737 Agua Fria Street
Santa Fe, NM 87501

Dear Romella,

I hope this letter finds you well. As per Article 2, Subsection D – Compensation / Escalation/Reduction Clause, I am writing to bring to your attention the need for a price escalation concerning our line items on Contract #23-0222. Due to 20%-30% rising material costs and inflation over the last few years, we find it necessary to adjust our pricing structure in order to continue delivering the same high-quality products/services.

As such, we kindly request an adjustment of 20% per line item, effective with our contract amendment date. The 20% increase covers two years (last year and current year). We understand this may require review and consideration and all other terms of the contract will remain valid.

Should you have any questions or concerns, feel free to contact me at 505-471-9981.

Sincerely,



Gabriel M. Martinez
Vice President
GM Emulsion LLC



Santa Fe Asphalt Plant and Materials ~2025

3810 Oliver Dr. Santa Fe, NM 87507~ (505)448~409

Material	Price Pe
3/4" Crushed Rock Gray	$36.
3/4" Minus Crushed Rock Gray	$36.
1/2" Minus Chips	$40.
Grey Crusher Fines	$35.
1/8" Bedding Sand	$26.
Class A Rip Rap 4~8"	$75.
4" to 8" Cobblestone (Class G) River Rock	$40.
Espanola (Virgin) Gray Base Course Type 1 SPEC	$27.
½" PMBP Mix	$105
SP~3 & SP~4	$95.
SP~4 Warm Mix DOT Spec	$97.
TAC Oil 64~22	$20.

Quotation

Vulcan Materials Company and Subsidiaries

Attn: Julia Yang

GM EMULSION LLC
5935 AGUA FRIA
SANTA FE, NM 87507
Acct#: 377140

Quote Name: GUADALUPE STREET RECONSRUCTION / PA
Quote #: 547456

PASEO DE PERALTA & GUADALUPE ST / SAN
NM132140
SANTA FE, NM 87501

Date:	Thursday, July 6, 2023
Quote Created:	Monday, November 21, 2022
Effective From:	Thursday, July 6, 2023
Quote Expiration:	Sunday, August 6, 2023
Price Expiration:	Thursday, August 31, 2023

Sales Rep :	Richard Vasquez
	1500 N Renaissance Blvd. NE
	ALBUQUERQUE, NM 87107
Phone:	(505) 328-2383
Fax :	(505) 343-7686
Email:	vasquezri@vmcmail.com

Special Instructions:

Asphalt prices are subject to AC price escalation. We do not assume liability for roadway density. Pay reductions, if any, are per this quoted price and not the contractor's quoted price.

This quote is limited to acceptance within 30 days from the date of this quotation, after which time the quotation is subject to review and revision.

Clean broken asphalt sand concrete rubble will be accepted at Osuna Recycle Plant for $50 per load.
Vulcan Materials plants commercial asphalt sources that provide a wide range of mixes to multiple customers in a production day. Every effort is made to ensure production quantities and times for each customer are met. Vulcan will not be responsible for project or trucking impacts due to the availability to all of our customers. The quote is also product or material availability due to current aggregate demand. Production is scheduled based on a first-come, first-served basis as available.

Hauls are based on full semi (20 ton or more) or tandem (12 ton or more) loads. Loads less than a full truck are subject to minimum load charges. Truck stand-by will be charged on site after the first 15 minutes at the rate of $80 per hour (1.33 per min) for semis and $60 per hour ($1.00 per min) for tandems. **A fuel surcharge of 6% will be added to either our delivered hourly or tonnage haul rates when diesel fuel reaches $4.00 per gallon. This rate will increase by 2% for each additional $0.25 increase in the price per gallon. This rate will be charged or removed on a monthly basis.**

Off-Hours: For off-hours service, the hot mix prices will increase $3.00 per ton and the haul charge will increase by 50% on Sundays. Off-hours is defined as service requested between the hours of 6:00 PM through 6:00 AM Monday through Friday and weekends. Closed Saturdays November through mid-March at the Santa Fe Plant. Minimum Off-Hours charge will be based on 400 tons or $3.00 per ton, whichever is greater. A 48-hour advance notice is required. A 12 hour cancellation notice is required to avoid off-hours charges.

Aggregate Special Instructions- Hauls are based on full semi (20 ton or more) or tandem (12 ton or more) loads. Loads less than a full truck are subject to minimum load charges. Truck stand-by will be charged on site after the first 15 minutes at the rate of $ per hour ($1.33 per min) for semis and $60 per hour ($1.00 per min) for tandems.

Vulcan's obligation to supply asphalt to Customer pursuant to this quote is subject to availability of liquid asphalt. If liquid asphalt is not available to Vulcan in sufficient quantities due to shortages, allocations, or other factors beyond Vulcan's control, Vulcan shall have no obligation to supply asphalt to Customer pursuant to this quote. In the event of a conflict between the terms of this quote and the terms of any purchase order or any other agreement between Vulcan and Customer, the terms of this quote shall control.

All NMDOT and recycled bases are subject to availability due to high demand.

SAND & GRAVEL

Plant	Product Name	Product #	Qty	U/M	FOB Plant	Haul Rate	Delivered
PENA GRANITE	Type I - 1" Base Course NMDOT	16282	5,820	Tons	$14.00	10.52	$24.52
		Truck Type	STD FRT RATE				
PENA GRANITE	Type I - 1" Base Course NMDOT	16282	5,820	Tons	$14.00	14.27	$28.27
		Truck Type	BOBTAIL/10W				
PENA GRANITE	Type II - 1" Base Course NMDOT	16283	1	Tons	$13.00	10.52	$23.52
		Truck Type	STD FRT RATE				
PENA GRANITE	Type II - 1" Base Course NMDOT	16283	1	Tons	$13.00	14.27	$27.27
		Truck Type	BOBTAIL/10W				

ASPHALT

Plant	Product Name	Product #	Qty	U/M	FOB Plant	Haul Rate	Delivered
SANTA FE HMA	SP-III PG 70-22 NMDOT	221700S	3,530	Tons	$76.00	5.75	$81.75
		Truck Type	STD FRT RATE				
SANTA FE HMA	SP-III PG 70-22 NMDOT	221700S	3,530	Tons	$76.00	8.50	$84.50
		Truck Type	BOBTAIL/10W				

Prices quoted above do not include any state or local sales and use tax, if any applies for this project.

Prices quoted are for shipments during normal daytime working hours unless other shipping hours are mutually agreed upon in writing by both parties.

Prices are FOB your jobsite as stated above. Terms are Net 15 prox. Please note standard terms and conditions apply. (Subject to credit approval)

This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review/revision. Please contact Sales prior to placing the order.

Accepted by: _____ **Date:** _____

Sales Representative: _____ **Date:** _____

We appreciate the opportunity to provide you this quote and trust that Vulcan will have the pleasure of serving your needs for this and future projects.

GENERAL TERMS AND CONDITIONS

PRICES AND TERMS

Prices are based on the terms and conditions set forth on page 1 of this Quotation, of which these General Terms and Conditions form a part, the terms and conditions stated in Customer's Application for Business Credit, and, if applicable, any terms and conditions relating to the delivery or shipment of materials by truck, barge, vessel, rail or other means which are provided by Vulcan to Customer in addition to this Quotation (each, a "Vulcan Sales Document", and collectively, the "Vulcan Sales Documents"). Prices are available only to the customer specifically named therein, and are only for the quantities mentioned in such Quotation or Sales Order plus or minus 10% of such quantities. A charge of 1.5% per month, (18% annum), will accrue on a daily basis from the date of invoice and will continue to accrue on a daily basis on any unpaid balance, both before and after judgment, until the date the balance is paid in full, or at the maximum amount permitted by law in which the sale occurred, whichever is less. **However, the assessment of a finance charge on invoices paid in full by the payment due date will be waived.** Quotation is offered for furnishing the total aggregate requirements for the project only. Customer's contract with Vulcan regarding the sale by Vulcan to Customer of the materials listed in this Quotation is subject to the terms and conditions set forth in the Vulcan Sales Documents. Prices reflect Customer 's acceptance of materials at the quoted plant based upon gradation analysis performed and reported by Vulcan 's certified plant quality control personnel. Any penalties that result from in place sampling shall be the full responsibility of Customer.

THE TERMS AND CONDITIONS OF THE VULCAN SALES DOCUMENTS GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES

If Customer has issued a purchase order for the materials quoted by Vulcan in this Quotation, this Quotation is not an acceptance of said purchase order, or any of its terms or conditions , which are hereby rejected. Any sale by Vulcan to Customer of the materials listed in this Quotation shall be subject to the terms and conditions set forth in the Vulcan Sales Documents , and Customer's receipt or acceptance of said materials shall constitute acceptance of the offer that this Quotation constitutes. Any terms or conditions of a subsequent purchase order issued by Customer that are inconsistent with the terms and conditions of the Vulcan Sales Documents shall be null and void .

SHIPMENT AND DELIVERY

Unless a "delivered" price is quoted by Vulcan in the Vulcan Sales Documents, all prices are F.O.B. point of shipment from the locations designated. All taxes applicable to the sale or delivery of materials that are not paid directly by Customer will be added to the sales price, invoiced to and paid by Customer, unless Customer provides Vulcan with satisfactory evidence of exemption from same. Shipment will be in accordance with Customer's reasonable instructions or, if none, then by whatever means Vulcan shall deem practicable. The quantities of material delivered to Customer shall be conclusively presumed to be the quantities shown on the tickets produced from a certified weigh scale at Vulcan's quarry or sales yard.

CREDIT AND DEFAULT

Vulcan shall have no obligation to ship or deliver except upon its determination prior to each shipment or delivery that Customer is worthy of the credit to be extended and is not in default upon any obligation to Vulcan. Upon default, Customer agrees to pay all of Vulcan's collection expenses, including attorneys' fees.

INSURANCE

A Memorandum of Insurance containing current information regarding Vulcan's insurance program is available at <https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=632529479>.

EXCULPATORY PROVISIONS

Vulcan shall have no liability for delay or failure to make shipments, or delivery, as a result of strikes, labor problems, severe weather conditions, casualty, mechanical breakdown or other conditions beyond Vulcan's reasonable control. In no event shall Vulcan be liable for any incidental or consequential damages. Vulcan's liability and Customer's exclusive remedy for any cause of action arising out of the provision of material quoted herein shall be the replacement of, or payment of the purchase price for, the materials which are the subject of this Quotation.

CHANGE OF TERMS

Vulcan may change the price and/or quantity upon 30 days' notice to Customer. Vulcan shall also have right to change, modify or amend any other terms and conditions upon written notice of such change to customer. The effect of the change shall be as stated in the written notice and accepted by Customer upon placing of orders with seller following receipt of such notice. .

APPLICABLE LAW

All orders are subject to acceptance by Vulcan at the headquarters of its Mountain West Division in Phoenix, Arizona, and the laws of the state in which the materials was shipped from shall apply to the sale of all materials subject hereto. In the event material is imported into the U.S., the law in the state in which the material was sold to the customer will prevail. All disputes regarding finance charges shall be governed by Alabama law .

LIMITED WARRANTY AND WARRANTY DISCLAIMER

Vulcan warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. **VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.

GM PIPE LLC.
SANTA FE, NM

	PRICE LIST 2023 PER TON	PRICE LIST 2025 PER TON
TYPE 1 NMDOT SPEC BASE COURSE	$ 14.00	$ 16.50
1" CONCRETE RECYCLED B/C	$ 9.00	$ 10.50
1" CRUSHED CONCRETE BASE COURSE	$ 11.00	$ 13.00
NMDOT TYPE 2 BASE COURSE	$ 15.30	$ 18.00
ASPHALT MILLINGS	$ 13.60	$ 16.00
ASPHALT MILLINGS (UNSCREENED)	$ 11.05	$ 13.00
1/8" BEDDING SAND	$ 14.45	$ 17.00
ENGINEERED FILL DIRT	$ 11.90	$ 14.00
FILL DIRT (UNSCREENED)	$ 6.59	$ 7.75
CRUSHER FINES	$ 18.70	$ 22.00
3/8" PEA GRAVEL	$ 25.50	$ 30.00
3/4" ROUND GRAVEL	$ 22.10	$ 26.00
1" TO 2" ROUND ROCK	$ 22.10	$ 26.00
2" TO 4" ROUND ROCK	$ 23.80	$ 28.00
4" TO 8" ROUND ROCK (CLASS G)	$ 29.75	$ 35.00
4" TO 8" RIP RAP (CLASS A)	$ 68.00	$ 80.00
1/2" CRUSHED GRAVEL	$ 25.50	$ 30.00
3/4" CRUSHED GRAVEL & 3/4" MINUS	$ 22.10	$ 26.00
7/8" SANTA FE BROWN	$ 80.75	$ 95.00
7/16" SANTA FE BROWN	$ 80.75	$ 95.00
2" MINUS ROSE ROCK	$ 21.25	$ 25.00
LOS ALAMOS BASE COURSE ONLY NMDOT REC BASE COURSE 100 TON MINIMUM		$ 16.00
SCALE FEE AT LOS ALAMOS		$10.00 A LOAD
INCOMING ASPHALT OR CONCRETE AT LOS ALAMOS		$10.50 PER TON
INCOMING ASPHALT IN (NEEDS TO BE CLEAN)		NO CHARGE
CONCRETE WITH REBAR	$ 34.00	$ 40.00

INCOMING CONCRETE	**$ 11.90**	**$ 14.00**

Item# 23-0222
Munis Contract# _____

CITY OF SANTA FE

CONSTRUCTION CONTRACT

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

RECITALS

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

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

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

The CITY and the CONTRACTOR agree:

1. Scope of Work.

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

A. General:

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

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

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

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

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

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

B. Specific:

1. Maintenance of Traffic

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

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

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

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

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

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

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

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

2. Rights in and use of Materials

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

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

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

3. Storage of Materials

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

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

4. Final Clean Up

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

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

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

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

5. Compliance with Plans and Specifications

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

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

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

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

6. Coordination with Utilities

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

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

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

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

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

7. Cooperation between Contractors

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

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

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

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

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

8. Inspection of Work

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

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

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

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

9. Removal of Unacceptable and Unauthorized Work

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

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

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

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

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

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

10. Maintenance During Construction

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

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

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

11. Failure to Maintain Roadway or Structure

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

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

12. Project Closure

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

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

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

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

b. Step II. Completion Conference

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

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

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

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

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

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

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

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

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

punch list is complete and request final inspection.

f. Step VI. Final Inspection

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

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

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

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

g. Step VII. Contractor Submittal of Final Documentation

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

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

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

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

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

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

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

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

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

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

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

C. Notice to Contractors

1. Special Contract Requirements: Owner/Contractor

You are hereby advised of the following:

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

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

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

2. Existing Conditions

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

The Contractor shall notify 811 before beginning any work.

3. Overcharges

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

4. Contract Time

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

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

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

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

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

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

5. Night Work and City Noise Ordinance

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

6. Cooperation with Utilities

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

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

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

a. City Owned Facility Infrastructure

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

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

b. Non-City Owned Utility Infrastructure

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

c. Utility Owners and Their Contract Information:

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

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

UTILITY OWNER: CenturyLink

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

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

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

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

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

7. Restricted Work Hours

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

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

8. Historic District Concrete Color

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

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

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

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

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

9. Material, Compaction and Other Testings

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

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

Testing shall be done using a commercial materials testing laboratory.

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

The Contractor shall submit testing laboratory invoices monthly.

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

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

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

10. Mobilization

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

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

11. Traffic Control Management

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

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

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

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

D. Project: Per Task Order

E. City Department: Public Works

F. Distribution:

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

2. Compensation.

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

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

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

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

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

D. Escalation/Reduction Clause

For items in Attachment 1, the Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, City of Santa Fe and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Awarded Contractor shall submit all pricing increase requests to City of Santa Fe directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.) City's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. Requested price increases that exceed 10% will not be accepted. No price increase may result in a higher profit margin for the Awarded Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If Awarded Vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

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

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

3. Term.

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

4. Termination.

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

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

5. Appropriations.

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

6. Status of Contractor.

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

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

7. Construction Contract Performance and Payment Bond.

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

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

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

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

14. Amendment.

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

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

1. Change Orders

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

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

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

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

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

16. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Penalties for violation of law.

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

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all

such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law.

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

20. Workers Compensation.

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

21. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

22. Other Insurance

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

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

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

C. Broader Coverage and Limits. The insurance requirements under this

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

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

23. Records and Financial Audit.

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

24. Indemnification.

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

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the

remainder of this Agreement shall not be affected and shall be valid and enforceable.

27. Enforcement of Agreement.

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

28. Notices.

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

To the City: Regina Wheeler, Public Works Department, City of Santa Fe, P.O. Box 909, Santa Fe, NM 87504-0909, rawheeler@santafenm.gov.

To the Contractor: Gabriel Martinez, GM Emulsion, LLC., 5935 Agua Fria Street, Santa Fe, NM 87507, gabriel@gmemulsion.com.

29. Authority.

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

30. Progress Payments.

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

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

31. Liquidated Damages.

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

32. Final Payment.

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

33. Schedule.

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

34. General and Special Provisions

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

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

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

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

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

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

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

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

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

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

K. Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms “Agreement” and “Contract” shall have the same meaning and shall be interchangeable.

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

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

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

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: May 14, 2023

CONTRACTOR:
GM Emulsion, LLC.

GABRIEL MARTINEZ
VICE-PRESIDENT

DATE:

CRS# 03-181502-00-2
Registration # 110289

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 18, 2023 16:11 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (May 12, 2023 17:51 MDT)

EMILY OSTER, FINANCE DIRECTOR

Various
Org. Name/Org#

ATTACHMENT 1

Unit bid price fixed unless amended.

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

BID OPENING DATE: 3/14/2023 2:00 PM MST
ITB# 23/48/B On-Call Roadway and Trails Construction Services

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
1	203000	Unclassified Excavation	C.Y.	1	$22.50	$15.00	$15.00	$12.00
2	203100	Borrow	C.Y.	1	$25.50	$20.00	$25.00	$18.00
3	203200	Unsuitable Material Excavation (Sub-excavation)	C.Y.	1	$27.80	$15.00	$20.00	$20.00
4	203205	Sub-excavation & Re-compaction	C.Y.	1	$38.50	$18.00	$20.00	$25.00
5	203211	Unstable Subgrade Stabilization	S.Y.	1	$15.50	$40.00	$10.00	$15.00
6	207000	Subgrade Preparation (1-500 SY/IN)	S.Y./IN	1	$7.50	$0.50	$0.50	$0.50
7	207000A	Subgrade Preparation (501-1,500 SY/IN)	S.Y./IN	1	$6.50	$0.40	$0.50	$0.50
8	207000B	Subgrade Preparation (1,501+ SY/IN)	S.Y./IN	1	$5.50	$0.40	$0.50	$0.50
9	208000	Linear Grading	Mile	1	$2,500.00	$6,000.00	$5,000.00	$7,500.00

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10	209000	Blading and Reshaping	Mile	1	$5,500.00	$6,500.00	$5,000.00	$7,500.00
11	210000	Excavation & Backfill for Major Structures	C.Y.	1	$450.00	$25.00	$25.00	$50.00
12	210005	Temporary Retaining Wall/Sloping	S.F.	1	$95.00	$20.20	$20.00	$50.00
13	302000	Process Placing & Compact Exterior Pavement	S.Y.	1	$5.50	$2.25	$2.50	$5.00
14	303015	Base Course (1-500 SY/IN)	S.Y./IN	1	$2.25	$2.50	$2.50	$2.00
15	303015A	Base Course (501-1,500 SY/IN)	S.Y./IN	1	$2.25	$2.25	$2.40	$2.00
16	303015B	Base Course (1,501+ SY/IN)	S.Y./IN	1	$2.25	$2.00	$2.30	$2.00
17	303160	Base Course 6”	S.Y.	1	$13.25	$15.00	$14.40	$12.00
18	403600	Open Graded Friction Course Complete (5/8”)	S.Y./IN	1	$27.50	$12.00	$20.00	$25.00
19	405000	Detour Pavement Construction	S.Y.	1	$71.50	$110.00	$100.00	$65.00
20	407000	Asphalt Material for Tack Coat	Ton	1	$1,045.00	$800.00	$1,000.00	$950.00
21	407000A	Fog Seal for Roadway	Ton	1	$1,375.00	$900.00	$1,000.00	$1,250.00
22	407000B	Fog Seal for Trails	Ton	1	$1,650.00	$1,000.00	$1,100.00	$1,500.00
23	403701	Open Graded Friction Course Complete	Ton	1	$165.00	$180.00	$175.00	$150.00
24	408100	Prime Coat Material	Ton	1	$1,045.00	$900.00	$1,100.00	$950.00
25	411000	Hot Poured Crack Sealing	LB	1	$3.85	$3.25	$3.00	$3.50

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26	411100	Polymer Binder/Aggregate Blend Crack Repair (1" – 6" Wide cracks)	LB	1	$4.95	$3.20	$4.00	$4.50
27	414000	Cold Milling (Asphalt) (1-10,000 SY/IN)	S.Y./IN	1	$1.50	$2.15	$2.25	$1.35
28	414000A	Cold Milling (Asphalt) (10,001 – 50,000 SY/IN)	S.Y./IN	1	$1.50	$2.15	$2.25	$1.35
29	414000B	Cold Milling (Asphalt) (50,001+ SY/IN)	S.Y./IN	1	$1.50	$2.15	$2.25	$1.35
30	414120	Cold Milling (Asphalt) 2"	S.Y.	1	$1.50	$20.00	$4.50	$1.35
31	416000	Minor Pavement	S.Y./IN	1	$16.50	$15.00	$12.00	$15.00
32	416107	Minor Paving Type I, HMASP-III	S.Y.	1	$181.50	$30.00	$48.00	$165.00
33	417000	Miscellaneous Paving	S.Y.	1	$181.50	$33.00	$45.00	$165.00
34	417100	Asphalt Curb (6" Width)	L.F.	1	$55.00	$15.00	$10.00	$50.00
35	423250	HMA-SP-III Complete (1-10,000 SY/IN)	S.Y./IN	1	$14.30	$7.00	$7.65	$13.00
36	426250A	HMA-SP-III Complete (10,001 – 50,000 SY/IN)	S.Y./IN	1	$14.30	$6.00	$7.60	$13.00
37	426250B	HMA-SP-III Complete (50,001+ SY/IN)	S.Y./IN	1	$14.30	$5.00	$7.55	$13.00
38	423283	HMA SP-IV Complete	Ton	1	$165.00	$220.00	$200.00	$150.00

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39	423283A	HMA SP-IV Complete-6422 Oil (1-10,000 SY/IN)	S.Y/IN	1	$14.30	$10.00	$7.65	$13.00
40	423283B	HMA SP-IV Complete-6422 Oil (10,001-50,000 SY/IN)	S.Y./IN	1	$14.30	$8.00	$7.60	$13.00
41	423283C	HMA SP-IV Complete-6422 Oil (50,001+ SY/IN)	S.Y./IN	1	$14.30	$7.50	$7.55	$13.00
42	451060	Concrete Pavement – 6” (Complete-Replace in-kind dowelled & wire mesh)	S.Y./IN	1	$250.00	$5.00	$25.00	$165.00
43	451080	Concrete Pavement - 8”	S.Y.	1	$285.00	$1.95	$240.00	$315.00
44	502030	Drilled Shaft Foundation 30” D	L.F.	1	$300.00	$252.00	$400.00	$165.00
45	511000	Structural Concrete, CL A	C.Y.	1	$1,650.00	$1,790.00	$915.00	$1,760.00
46	511500	Concrete Patch Work (1/4” to ½” Thick)	S.F.	1	$250.00	$3.50	$4.00	$16.00
47	511501	Stucco (Color Determined by Project)	S.F.	1	$11.50	$5.00	$5.00	$10.00
48	515000	Reinforced Concrete for Minor Structures	C.Y.	1	$1,650.00	$600.00	$700.00	$1,760.00
49	516000	Flowable Fill	C.Y.	1	$250.00	$120.00	$150.00	$360.00
50	531001	Permanent Anti-Graffiti Protective Coat	S.F.	1	$8.25	$1.50	$2.00	$5.00
51	540060	Reinforcing Bars Grade 60	LB	1	$2.25	$2.25	$2.00	$2.50

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52	541200	Structural Steel for Miscellaneous Structures	LB	1	$3.35	$4.50	$3.00	$2.50
53	543002A	Metal Railing, Type D	L.F.	1	$225.00	$450.00	$435.00	$250.00
54	543002B	Metal Railing, Type W	L.F	1	$250.00	$450.00	$609.00	$275.00
55	543002C	Metal Railing, Type Thrie	L.F.	1	$325.00	$450.00	$555.00	$360.00
56	570012	12" Culvert Pipe	L.F.	1	$55.00	$62.00	$80.00	$50.00
57	570018	18" Culvert Pipe	L.F.	1	$77.00	$94.00	$110.00	$70.00
58	570024	24" Culvert Pipe	L.F.	1	$99.00	$130.00	$147.00	$90.00
59	570025	24" Culvert Pipe End Section	EACH	1	$825.00	$450.00	$550.00	$750.00
60	570030	30" Culvert Pipe	L.F.	1	$137.50	$145.00	$180.00	$125.00
61	570031	30" Culvert Pipe End Section	EACH	1	$1,650.00	$550.00	$1,000.00	$1,500.00
62	570036	36" Culvert Pipe	L.F.	1	$165.00	$205.00	$215.00	$150.00
63	570037	36" Culvert Pipe End Section	EACH	1	$2,090.00	$1,300.00	$1,400.00	$1,900.00
64	570048	48" Culvert Pipe	L.F.	1	$247.50	$260.00	$285.00	$225.00
65	570049	48" Culvert Pipe End Section	EACH	1	$4,400.00	$3,800.00	$3,000.00	$4,000.00
66	570425	18" Storm Drain Culvert Pipe	L.F.	1	$110.00	$140.00	$115.00	$100.00
67	570429	18" Storm Drain Culvert Pipe End Section	EACH	1	$550.00	$980.00	$385.00	$500.00
68	570437	24" Storm Drain Culvert Pipe	L.F.	1	$132.00	$207.00	$218.00	$120.00
69	570441	24" Storm Drain Culvert Pipe End Section	EACH	1	$836.00	$1,300.00	$570.00	$760.00
70	571000	3/8” Diamond Plate	S.F.	1	$25.00	$35.00	$30.00	$55.00

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71	601110	Removal of Surfacing	S.Y.	1	$3.30	$9.00	$7.50	$3.00
72	602010	Riprap Class B	C.Y.	1	$275.00	$250.00	$200.00	$250.00
73	602030	Riprap Class D	C.Y.	1	$275.00	$200.00	$150.00	$250.00
74	602060	Riprap Class G	C.Y.	1	$275.00	$220.00	$215.00	$250.00
75	602200	Gabions with rocks	C.Y.	1	$385.00	$280.00	$340.00	$350.00
76	603100	Temporary Soil Stabilant	ACRE	1	$550.00	$450.00	$750.00	$4,500.00
77	603200	Silt Fence	L.F.	1	$7.50	$8.00	$2.50	$5.50
78	603220	Check Dam Type I	L.F.	1	$70.00	$8.00	$20.00	$5.50
79	603250	Drop Inlet Protection Type I	EACH	1	$250.00	$200.00	$200.00	$200.00
80	603251	Drop Inlet Protection Type II	EACH	1	$250.00	$200.00	$250.00	$200.00
81	603261	Mulch Socks	L.F.	1	$4.00	$8.00	$3.00	$7.00
82	603262	Composted Mulch Socks	L.F.	1	$4.00	$8.00	$3.50	$7.00
83	606000	Metal Barrier W-Beam	L.F.	1	$50.00	$50.00	$55.00	$55.00
84	606010	Metal Barrier Thrie - Beam	L.F.	1	$130.00	$130.00	$140.00	$145.00
85	606050	Metal Barrier End Treatment (Anchorage)	EACH	1	$3,000.00	$3,000.00	$3,200.00	$3,300.00
86	606051	End Treatment TL-3 End Terminal	EACH	1	$4,500.00	$4,500.00	$5,000.00	$5,000.00
87	606052	End Treatment TL-2 End Terminal	EACH	1	$3,750.00	$3,750.00	$4,000.00	$4,125.00
88	606054	End Treatment Thrie - Beam End Anchor	EACH	1	$4,500.00	$4,500.00	$5,000.00	$5,000.00

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89	606499	Post and Cable Barrier	L.F.	1	$55.50	$18.00	$20.00	$62.00
90	607004	Barbed Wire Fence 4'	L.F.	1	$5.50	$6.50	$3.50	$10.00
91	607005	Barbless Wire Fence 4'	L.F.	1	$5.50	$6.50	$4.00	$10.00
92	607026	Chain Link Fence 6'	L.F.	1	$85.00	$23.00	$25.00	$55.00
93	607079	Pedestrian/Bicycle Railing	L.F.	1	$225.00	$45.00	$200.00	$250.00
94	607080	Bike Racks	EACH	1	$1,150.00	$2,000.00	$500.00	$1,300.00
95	607455	Chain Link Gate, 8' X 8’	EACH	1	$1,250.00	$1,500.00	$1,200.00	$1,520.00
96	608004	Concrete Sidewalk 4", (1-100 SY)	S.Y.	1	$125.00	$120.00	$90.00	$140.00
97	608004A	Concrete Sidewalk 4", (101-500 SY)	S.Y.	1	$115.50	$115.00	$90.00	$130.00
98	608004B	Concrete Sidewalk 4" (501+ SY)	S.Y.	1	$102.50	$110.00	$90.00	$115.00
99	608005	Concrete Sidewalk 4" **Colored** (1-100 SY)	S.Y.	1	$135.50	$140.00	$130.00	$150.00
100	608005A	Concrete Sidewalk 4" **Colored** (101-500 SY)	S.Y.	1	$125.50	$135.00	$130.00	$140.00
101	608005B	Concrete Sidewalk 4" **Colored** (501+ SY)	S.Y.	1	$115.50	$130.00	$130.00	$127.05
102	608106	Drive Pad 6"	S.Y.	1	$125.50	$140.00	$135.00	$140.00
103	608204	Concrete Median Pavement 4"	S.Y.	1	$125.50	$120.00	$130.00	$140.00
104	608300	Detectable Warning Plastic	S.F.	1	$65.00	$25.00	$30.00	$71.50

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105	608400	Ada Ramp	S.Y.	1	$4,500.00	$65.00	$75.00	$5,000.00
106	608404	Concrete Medium Pavement 4" (Colored & Patterned)	S.Y.	1	$135.50	$140.00	$140.00	$150.00
107	609200	Header Curb	L.F.	1	$30.00	$35.00	N/B	$33.00
108	609202	12”-18” Tall Cut-Off Wall	L.F.	1	$45.00	$35.00	$42.60	$50.00
109	609204	Concrete Fillets (Valley Gutter Exclusive)	S.Y.	1	$125.50	$110.00	$160.00	$140.00
110	609318	Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF)	L.F.	1	$40.00	$28.00	$42.60	$44.00
111	609318A	Concrete Sloped Curb and Gutter 6" X 18" (251+ LF)	L.F.	1	$35.00	$26.00	$42.60	$38.50
112	609318B	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (1-250 LF)	L.F.	1	$42.00	$33.00	$42.60	$46.20
113	609318C	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (251+ LF)	L.F.	1	$38.00	$31.00	$42.60	$42.00
114	609324	Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF)	L.F.	1	$45.00	$38.00	$42.60	$50.00
115	609324A	Concrete Sloped Curb and Gutter 6" X 24" (101+ LF)	L.F.	1	$40.00	$36.00	$42.60	$44.00

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116	609324B	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (1-100 LF)	L.F.	1	$50.00	$43.00	$42.60	$55.00
117	609324C	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (101+ LF)	L.F.	1	$45.00	$41.00	$42.60	$50.00
118	609412	Concrete Vertical Curb & Gutter B 6"X12”	L.F.	1	$35.00	$26.00	$42.60	$38.50
119	609418	Concrete Vertical Curb & Gutter B 6"X18", (1-25 LF)	L.F.	1	$45.00	$28.00	$42.60	$50.00
120	609418A	Concrete Vertical Curb & Gutter B 6"X18", (26-250 LF)	L.F.	1	$40.00	$26.00	$42.60	$44.00
121	609418B	Concrete Vertical Curb & Gutter B 6"X18", (251+ LF)	L.F.	1	$35.00	$26.00	$42.60	$38.50
122	609418C	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (1-25 LF)	L.F.	1	$50.00	$33.00	$42.60	$55.00
123	609418D	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (26-250 LF)	L.F.	1	$45.00	$31.00	$42.60	$50.00
124	609418E	Concrete Vertical Curb & Gutter B 6"X18" **Colored** (251+ LF)	L.F.	1	$40.00	$31.00	$42.60	$44.00

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125	609424	Concrete Vertical Curb & Gutter B 6" X 24"	L.F.	1	$45.00	$38.00	$42.60	$50.00
126	609424A	Concrete Vertical Curb & Gutter B 6" X 24" **Colored**	L.F.	1	$50.00	$43.00	$42.60	$55.00
127	609430	Concrete Vertical Curb & Gutter 6" X 30", (1-30 LF)	L.F.	1	$55.00	$40.00	$42.60	$60.50
128	609430A	Concrete Vertical Curb & Gutter 6" X 30" (31-250 LF)	L.F.	1	$50.00	$40.00	$42.60	$55.00
129	609430B	Concrete Vertical Curb & Gutter 6" X 30", (251+ LF)	L.F.	1	$45.00	$38.00	$42.60	$50.00
130	609430C	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (1-30 LF)	L.F.	1	$60.00	$45.00	$42.60	$66.00
131	609430D	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (31-250 LF)	L.F.	1	$55.00	$45.00	$42.60	$60.50
132	609430E	Concrete Vertical Curb & Gutter 6" X 30" **Colored,** (251+ LF)	L.F.	1	$50.00	$43.00	$42.60	$55.00
133	609600	Concrete Valley Gutter and Fillet 6" X Variable Width	L.F.	1	$125.00	$45.00	$75.00	$137.50

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134	609600A	Concrete Valley Gutter and Fillet **Colored,** 6" X Variable Width	L.F.	1	$130.00	$50.00	$75.00	$143.00
135	609624	Concrete Valley Gutter 6" X 24"	L.F.	1	$30.00	$42.00	$50.00	$46.20
136	609649	Concrete Valley Gutter 6" X 60"	L.F.	1	$70.00	$80.00	$100.00	$88.55
137	609706	Concrete Laydown Curb and Gutter 6" X 24” (1-25 LF)	L.F.	1	$45.00	$34.00	$42.60	$50.00
138	609706A	Concrete Laydown Curb and Gutter 6" X 24” (26-250 LF)	L.F.	1	$40.00	$32.00	$42.60	$44.00
139	609706B	Concrete Laydown Curb and Gutter 6" X 24” (251+ LF)	L.F.	1	$35.00	$32.00	$42.60	$38.50
140	609706C	Concrete Laydown Curb and Gutter 6" X 24” **Colored** (1-25 LF)	L.F.	1	$50.00	$39.00	$42.60	$55.00
141	609706D	Concrete Laydown Curb and Gutter 6" X 24” **Colored** (26-250 LF)	L.F.	1	$45.00	$37.00	$42.60	$50.00
142	609706E	Concrete Laydown Curb and Gutter 6" X 24” **Colored** (251+ LF)	L.F.	1	$40.00	$37.00	$42.60	$44.00

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143	609999	Concrete Curb Returns (Complete)	S.Y.	1	$125.00	$150.00	$85.00	$138.05
144	618000A	Traffic Control Management (Major)	DAY	1	$1,050.00	$220.00	$2,100.00	$2,000.00
145	618000B	Traffic Control Management (Minor)	DAY	1	$850.00	$110.00	$1,100.00	$1,250.00
146	623001	Median Drop Inlet Type I (Urban) H=3'1" to 6'0"	EACH	1	$15,000.00	$13,000.00	$8,500.00	$25,000.00
147	623045	Median Drop Inlet (Valley/U) H=3'1" TO 6'0"	EACH	1	$8,500.00	$8,000.00	$9,500.00	$25,000.00
148	623311	Curb Drop Inlet Type 1-B to 4’	EACH	1	$35,000.00	$15,000.00	$9,500.00	$25,000.00
149	623405	Drop Inlet 4'X4' (Type II) H=4'-1" TO 6'-0"	EACH	1	$13,500.00	$11,000.00	$8,500.00	$30,000.00
150	623501	Transverse Drop Inlet	EACH	1	$9,500.00	$10,000.00	$8,500.00	$35,000.00
151	623600	Junction Box	EACH	1	$4,200.00	$600.00	$5,000.00	$25,000.00
152	623999	Modify Existing Inlet	EACH	1	$12,500.00	$3,000.00	$3,500.00	$10,000.00
153	632000	Class A Seeding	ACRE	1	$11,000.00	$8,712.00	$10,000.00	$15,750.00
154	632020	Class C Seeding	ACRE	1	$29,000.00	$15,300.00	$25,000.00	$35,000.00
155	632100	Manhole Extension	EACH	1	$1,400.00	$600.00	$1,000.00	$2,500.00
156	662300	Tie to Existing Manhole	EACH	1	$850.00	$2,500.00	$2,500.00	$5,000.00

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157	662400	Manhole Adjustments (Frame and Collar Cover to be Considered Incidental to This Pay Item)	EACH	1	$1,950.00	$950.00	$1,500.00	$2,500.00
158	662500	Manhole Frame and Cover	EACH	1	$1,250.00	$400.00	$500.00	$2,500.00
159	663001	Pressure-Reducing Valve (PRV) Relocation (refer to Section 663, SSHBC)	EACH	1	$5,500.00	$7,000.00	$100,000.00	$5,000.00
160	663110	Remove & Relocate Fire Hydrant	EACH	1	$8,250.00	$7,500.00	$3,500.00	$7,500.00
161	663850	Water Valve Adjustment	EACH	1	$800.00	$400.00	$1,000.00	$1,500.00
162	663855	Adjust Valve Box to Grade	EACH	1	$450.00	$300.00	$850.00	$1,500.00
163	667110	Mailbox Installation - Single	EACH	1	$450.00	$200.00	$350.00	$500.00
164	667209	Crusher Fines	C.Y.	1	$175.00	$35.00	$50.00	$25.00
165	667210	Landscape Gravel, (Santa Fe Brown)	S.Y./IN	1	$75.00	$15.00	$40.00	$70.00
166	667500	Bollard	EACH	1	$1,200.00	$850.00	$350.00	$1,500.00
167	667501	Parking Bumpers	EACH	1	$250.00	$190.00	$100.00	$200.00
168	667505	Lay New Brick Sidewalk	S.Y.	1	$175.00	$120.00	$115.00	$193.00
169	667510	Remove and Reset Brick Sidewalk	S.Y.	1	$225.00	$100.00	$100.00	$250.00
170	667515	Litter Receptacle	EACH	1	$850.00	$900.00	$500.00	$935.00
171	667520A	Park Bench 6’	EACH	1	$1,050.00	$1,000.00	$1,000.00	$1,155.00
172	667520B	Park Bench 8’	EACH	1	$1,250.00	$1,200.00	$1,100.00	$1,375.00
173	701000	Panel Signs	S.F.	1	$32.50	$39.00	$30.00	$30.00

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174	701100	Steel Post and Base Post for Aluminum Panel Signs	L.F.	1	$18.50	$20.00	$15.00	$12.50
175	701030	Remove and Reset Panel Sign	EACH	1	$850.00	$500.00	$185.00	$250.00
176	701100	Steel/Base Post for Aluminum Panel Signs	L.F.	1	Deleted as per Amendment No. 3. Repeat of Bid Item #174.			
177	702000	Construction Signing	S.F.	1	$18.50	$0.20	$20.00	$12.00
178	702110	Portable Sign Support	EACH	1	$165.00	$2.00	$150.00	$5.00
179	702110	Portable Sign Support	EACH	1	Deleted as per Amendment No. 3. Repeat of Bid Item #178.			
180	702320	Vertical Panel	EACH	1	$85.00	$0.60	$3.50	$5.00
181	702610	Portable Changeable Message Sign	EACH	1	$14,500.00	$22,353.50	$20,000.00	$2,500.00
182	702700	Temporary Traffic Signal Span (refer to Section 702, SSHBC)	EACH	1	$45,000.00	$22,300.00	$23,400.00	$25,000.00
183	702710	Mobile Traffic Signal System	EACH	1	$65,000.00	$75,400.00	$75,000.00	$15,000.00
184	703300	Reflective Barrier Delineator	EACH	1	$50.00	$45.00	$19.00	$10.00
185	704000	Retroreflectorized Painted Markings 4", (Layout Inclusive)	L.F.	1	$1.25	$1.00	$0.50	$1.00
186	704004	Retroreflectorized Painted Markings 12" (Layout Inclusive)	L.F.	1	$3.25	$5.00	$9.00	$5.00

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187	704099	Temporary Retroreflectorized Painted Markings 4"	L.F.	1	$1.25	$1.00	$0.50	$1.00
188	704100	Removable Marking Tape 4"	L.F.	1	$5.00	$3.00	$1.75	$2.50
189	704104	Removable Marking Tape 12"	L.F.	1	$22.50	$3.00	$10.25	$5.50
190	704704	Hot Thermoplastic Pavement Marking 24"	L.F.	1	$18.50	$15.00	$9.00	$9.00
191	704716	Hot Thermoplastic Pavement Marking (Thru/LT) Arrow	EACH	1	$350.00	$400.00	$175.00	$175.00
192	704717	Hot Thermoplastic Pavement Marking Right Arrow	EACH	1	$250.00	$300.00	$125.00	$120.00
193	704718	Hot Thermoplastic Pavement Marking Left Arrow	EACH	1	$225.00	$300.00	$125.00	$120.00
194	704719	Hot Thermoplastic Pavement Marking Thru Arrow	EACH	1	$225.00	$250.00	$125.00	$115.00
195	704720	Hot Thermoplastic Pavement Marking Word (Only)	EACH	1	$275.00	$350.00	$165.00	$160.00
196	704728	Hot Thermoplastic Pavement Marking Yield Line	L.F.	1	$95.00	$50.00	$18.00	$20.00
197	704734	Hot Thermoplastic Pavement Marking Sharrow Symbol	EACH	1	$275.00	$300.00	$315.00	$320.00
198	704738	Hot Thermoplastic Pavement Marking Word (Yield)	EACH	1	$350.00	$450.00	$165.00	$160.00
199	704754	Hot Thermoplastic Stripe 4”	L.F.	1	$1.75	$0.80	$1.00	$1.00

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200	704754A	Retroreflective Preformed Patterned Pavement Stripe 4”-3801-ES 3M Tape	L.F.	1	$4.60	$8.00	$4.50	$5.00
201	704762	Hot Thermoplastic Stripe 12”	L.F.	1	$5.00	$7.50	$5.00	$5.00
202	704762A	Retroreflective Preformed Patterned Pavement Stripe 12”-3801-ES 3M Tape	L.F.	1	$14.50	$16.00	$14.50	$15.00
203	704764	Hot Thermoplastic Stripe 24”	L.F.	1	$8.80	$15.00	$9.00	$9.00
204	704764A	Retroreflective Preformed Patterned Pavement Stripe 24”-3801-ES 3M Tape	L.F.	1	$22.40	$32.00	$22.50	$25.00
205	704765	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Right) Arrow – 3801-ES 3M Tape	EACH	1	$478.50	$1,400.00	$475.00	$500.00
206	704766	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Left) Arrow – 3801-ES 3M Tape	EACH	1	$478.50	$1,400.00	$475.00	$500.00
207	704767	Retroreflective Preformed Patterned Pavement Marking Right Arrow – 3801-ES 3M, Tape	EACH	1	$407.00	$750.00	$400.00	$410.00

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208	704768	Retroreflective Preformed Patterned Pavement Marking Left Arrow – 3801-ES 3M Tape	EACH	1	$407.00	$750.00	$400.00	$410.00
209	704769	Retroreflective Preformed Patterned Pavement Marking Thru Arrow – 3801-ES 3M, Tape	EACH	1	$308.00	$750.00	$300.00	$310.00
210	704770	Retroreflective Preformed Patterned Pavement Marking Words (Only) – 3801-ES 3M, Tape	EACH	1	$368.50	$1,300.00	$375.00	$375.00
211	704771	Retroreflective Preformed Patterned Pavement Marking Words (Stop) – 3801-ES 3M, Tape	EACH	1	$368.50	$1,400.00	$375.00	$375.00
212	704774	Retroreflective Preformed Patterned Pavement Marking Words (X-ING) – 3801-ES 3M, Tape	EACH	1	$368.50	$1,400.00	$375.00	$375.00
213	704775	Retroreflective Preformed Patterned Pavement Marking Words (PED) – 3801-ES 3M, Tape	EACH	1	$291.50	$1,200.00	$300.00	$300.00

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214	704782	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Bike) – 3801-ES 3M Tape	EACH	**1**	$291.50	$1,000.00	$300.00	$300.00
215	704784	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Sharrows) - 3801-ES 3M Tape	EACH	**1**	$379.50	$1,200.00	$375.00	$380.00
216	704870	Snow Plowable Reflective Raised Pavement Marker Type PH (Removal Inclusive)	EACH	**1**	$12.65	$200.00	$12.50	$15.00
217	706110	Service Riser (Lighting)	EACH	**1**	$550.00	$3,170.00	$3,330.00	$3,500.00
218	706210	Meter Pedestal (Lighting)	EACH	**1**	$11,880.00	$11,700.00	$12,000.00	$12,000.00
219	706420	Light Control Cabinet-2 Circuit	EACH	**1**	$3,190.00	$8,780.00	$9,200.00	$9,658.00
220	707530	Type V Standard, 30'	EACH	**1**	$4,730.00	$5,120.00	$5,375.00	$5,635.00
221	707540	Type V Standard, 40'	EACH	**1**	$5,280.00	$7,920.00	$8,300.00	$8,712.00
222	707550	Type V Standard, 50'	EACH	**1**	$5,830.00	$11,530.00	$12,100.00	$12,685.00
223	707742	Type V Standard, 40', 2 Arms	EACH	**1**	$6,820.00	$5,526.00	$5,800.00	$7,000.00
224	707801	Remove & Reset Type I Standard Complete	EACH	**1**	$935.00	$752.00	$790.00	$850.00
225	707810	Remove & Reset Light Stand & Luminaire	EACH	**1**	$2,640.00	$2,169.00	$2,275.00	$2,400.00
226	707820	Remove & Reset Traffic Signal & Mast Arm	EACH	**1**	$3,410.00	$5,583.00	$5,860.00	$6,145.00
227	709020	Rigid Electrical Conduit 2"	L.F.	**1**	$21.50	$18.00	$19.00	$21.50
228	709030	Rigid Electrical Conduit 3"	L.F.	**1**	$33.50	$25.00	$26.00	$35.00
229	709040	Rigid Electrical Conduit 4"	L.F.	**1**	$47.50	$31.00	$32.50	$50.00
230	710000	Electrical Pull Box (Standard)	EACH	**1**	$3,960.00	$1,215.00	$1,295.00	$1,340.00
231	710010	Electrical Pull Box (Large)	EACH	**1**	$4,620.00	$1,305.00	$1,370.00	$1,500.00
232	711102	Single Conductor 2	L.F.	**1**	$6.60	$5.40	$5.75	$6.00

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233	711230	Single Conductor 3/0	L.F.	**1**	$14.00	$9.40	$9.90	$10.50
234	716701	LED Roadway Luminaire	EACH	**1**	$935.00	$760.00	$800.00	$850.00
235	720060	Vehicular Impact Attenuators Unit-Work Zones	EACH	**1**	$14,500.00	$6,500.00	$10,000.00	$1,500.00
236	721000	Removal of Pavement Marking (Water Blasting)	L.F.	**1**	$1.25	$3.00	$1.00	$1.00
237	721101	Removal of Pavement Marking Symbol (Water Blasting)	EACH	**1**	$200.00	$500.00	$135.00	$140.00
		Bidder's Total Cost			$428,242.35	$522,202.60	$460,581.10	$457,535.45
		EXCEL Calculation			$428,242.35	$372,682.00	$460,611.10	$457,535.45
		DIFFERENCE			$0.00	$149,520.60	-$30.00	$0.00

ATTACHMENT 2

LIST OF LUMP SUM BID ITEMS

Final unit bid price as per Task Order

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

BID OPENING DATE: 3/14/2023 2:00 PM MST
ITB# 23/48/B On-Call Roadway and Trails Construction Services

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
1	201000	Clearing and Grubbing (refer to Section 201, SSHBC)	L.S.	1	$8,250.00	$10,000.00	$13,000.00	$7,500.00
2	601000	Removal of Structures and Obstructions (refer to Section 601, SSHBC	L.S.	1	$38,500.00	$30,000.00	$20,000.00	$35,000.00
3	6032801	Storm Water Pollution Prevention Plan Preparation and Maintenance (refer to Section 603, SSHBC)	L.S.	1	$5,500.00	$6,500.00	$6,000.00	$5,000.00
4	617000	Vibration Monitoring (refer to Section 617, SSHBC)	L.S.	1	$19,800.00	$10,000.00	$50,000.00	$18,000.00
5	617003	Video Recording	L.S.	1	$600.00	$5,000.00	$500.00	$5,000.00
6	618011	Public Awareness (refer to Section 618, SSHBC)	L.S.	1	$2,500.00	$3,000.00	$500.00	$5,000.00
7	621000	Mobilization	L.S.	1	$2,000.00	$30,000.00	$10,000.00	$50,000.00

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
8	663049	Preconstruction Utility Survey (refer to Section 663, SSHBC)	L.S.	1	$5,500.00	$4,000.00	$2,500.00	$5,000.00
9	702810	Traffic Control Devices for Construction (refer to Section 702, SSHBC)	L.S.	1	$44,000.00	$55,435.00	$55,000.00	$40,000.00
10	702811	Traffic Control Devices for Pedestrian and Bicyclist (refer to Section 702, SSHBC)	L.S.	1	$11,000.00	$4,503.00	$4,500.00	$10,000.00
11	705000	Signal/Lighting System Start-Up Costs	L.S.	1	$1,650.00	$1,309.80	$1,375.00	$1,500.00
12	707000	Traffic Signal Items Complete in Place (refer to Section 707, SSHBC)	L.S.	1	$139,989.00	$190,000.00	$199,500.00	$127,289.03
13	716000	Lighting Items Complete in Place (refer to Section 716, SSHBC)	L.S.	1	$137,500.00	$112,000.00	$118,000.00	$125,000.00
14	801000	Construction Staking by Contractor (refer to Section 801, SSHBC)	L.S.	1	$27,500.00	$30,000.00	$20,000.00	$25,000.00
15	802000	Post Construction Plans (refer to Section 801, SSHBC)	L.S.	1	$5,000.00	4,000.00	7,500.00	10,000.00
16	901000	Contractor Process Quality Control (refer to Section 801, SSHBC)	L.S.	1	$5,000.00	5,000.00	15,000.00	7,500.00
17	901012	Testing (refer to Section 801, SSHBC)	L.S.	1	$5,000.00	18,000.00	25,000.00	15,000.00
18	663000	Utility Relocations (refer to Section 663, SSHBC)	L.S.	1	$41,800.00	$35,070.20	$2,000.00	$38,122.26
		Total 1-18			**$501,089.00**	**$553,818.00**	**$550,375.00**	**$529,911.29**

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
	L1	Clearing and grubbing	S.F.	48,700	$2,750.00	$12,000.00	$2,435.00	$2,500.00
	L2	Remove debris, trash, tires, concrete, etc.	C.Y.	215	$5,912.50	$14,500.00	$6,450.00	$5,375.00
	L3	Tree demolition (juniper and pinon with average height of 5-ft)	EACH	20	$3,300.00	$4,000.00	$3,000.00	$3,000.00
	L4	Tree preservation fencing	L.F.	292	$1,606.00	$2,000.00	$2,920.00	$1,460.00
	L5	4” Concrete	S.F.	685	$10,450.00	$6,165.00	$7,535.00	$9,590.00
	L6	Scoria rock in plant well	C.Y.	8	$220.00	$800.00	$800.00	$200.00
	L7	Mulch – general	S.F.	500	$8,250.00	$1,400.00	$250.00	$7,500.00
	L8	Shrubs, 1 gallon	EACH	110	$3,025.00	$11,500.00	$2,200.00	$2,750.00
	L9	Shade tree, 1.5” caliper	EACH	3	$825.00	$2,300.00	$450.00	$750.00
	L10	Revegetation seeding	S.F.	43,500	$5,500.00	$10,875.00	$10,875.00	$5,000.00
		Total of Scenario #19			$41,838.50 *Purchasing’s Calculations	$65,540.00	$36,915.00 *Purchasing’s Calculations	$38,125.00
19	664000	Landscape Complete (refer to Section 664, SSHBC)	L.S.	1	**$41,800.00** *Bidder’s Calculations	**$65,540.00**	**$46,590.00** *Bidder’s Calculations	**$38,125.00**

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
20	617003	Vibration Monitoring (refer to section 617, SSHBC)	L.S.	1	**$17,600.00**	**$5,000.00**	**$9,600.00**	**$38,125.00**
		Total Attachment #2 *Purchasing's Calculations			$560,527.50	$624,358.00	$596,890.00	$606,161.29
		GRAND TOTAL ***Purchasing's Calculations**			**$988,769.85** *Does not match	**$997,040.00**	**$1,057,501.10** *Does not match	**$1,063,696.74**

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/9/2025

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
INSURED GM Emulsion LLC 5935 Agua Fria St. Santa Fe, NM 87507	INSURER A : Selective Insurance Company of America — 12572 INSURER B : Builders Trust of New Mexico INSURER C : Evanston Insurance Company — 35378 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded: $1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		S 2569261	4/12/2025	4/12/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 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 2569261	4/12/2025	4/12/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			S 2569261	4/12/2025	4/12/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		5752	1/1/2025	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
A	Leased/Rented Eqpt			S 2569261	4/12/2025	4/12/2026	Ded: $1,000 / Limit:	100,000
C	Pollution/Environmen			CPLMOL127106	10/28/2024	10/28/2026	1,000,000 /	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project: S100770 CIP747A Tierra Contenta Trail Extension

City of Santa Fe are included as additional insured with regards to general liability. 30 Day Notice of Cancellation is included.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Item#_____
Munis Contract#__3204021_____
Original Contract Item#_23-0224_____
ITB #: _23/48/B_____

CITY OF SANTA FE
AMENDMENT No. 1 TO
Construction Contract
ITEM#_23-0224

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE on-call CONSTRUCTION CONTRACT, dated May 14, 2023 (the "Contract"), between the City of Santa Fe (the "City") and GME General Building, LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide on-call roadway and trail construction services, which consists of, but are not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle, and pedestrian facilities, throughout the City of Santa Fe.

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

1. COMPENSATION.

Article 2, paragraph D of the Contract is amended by replacing Attachment 1 with the revised Attachment 1, attached hereto.

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

E. Cost Increases Due to Changes in Law

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

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

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

2. TERM:

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

This Contract shall be effective when signed by the City and shall terminate on May 30, 2026 unless terminated pursuant to paragraph 4 (Termination) or paragraph 5 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

3. CONTRACT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
GME General Building, LLC.

_____
ERIK TRUJILLO
VICE-PRESIDENT

DATE: Apr 10, 2025

CRS#03-420217-00-0

Registration # 19-00110289

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 11, 2025 15:54 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

ATTACHMENT #1

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

BID OPENING DATE: 3/14/23 2:00PM MST							
ITB # 23/48/B - On-Call Roadway and Trails Construction Services							
Awarded Contractor: GME General Building, LLC. (Item # 23-0224; Munis # 3204021)							
Item #	**Bid Item**	**Item description**	**Unit of Measure**	**Quantity**	**Current Unit Price Written in Numbers (Dollars & Cents)**	**Proposed New Unit Price Written in Numbers (Dollars & Cents)**	**Percentage of Increase/ (Decrease)**
1	203000	Unclassified Excavation	C.Y.	1	$22.50	$27.00	20%
2	203100	Borrow	C.Y.	1	$25.50	$30.60	20%
3	203200	Unsuitable Material Excavation (Sub-excavation)	C.Y.	1	$27.80	$33.36	20%
4	203205	Sub-excavation & Re-compaction	C.Y.	1	$38.50	$46.20	20%
5	203211	Unstable Subgrade Stabilization	S.Y.	1	$15.50	$18.60	20%
6	207000	Subgrade Preparation (1-500 SY/IN)	S.Y./IN	1	$7.50	$9.00	20%
7	207000A	Subgrade Preparation	S.Y./IN	1	$6.50	$7.80	20%

7		(501-1,500 SY/IN)		1	$6.50	$7.80	20%
8	207000B	Subgrade Preparation (1,501+ SY/IN)	S.Y./IN	1	$5.50	$6.60	20%
9	208000	Linear Grading	Mile	1	$2,500.00	$3,000.00	20%
10	209000	Blading and Reshaping	Mile	1	$5,500.00	$6,600.00	20%
11	210000	Excavation & Backfill for Major Structures	C.Y.	1	$450.00	$540.00	20%
12	210005	Temporary Retaining Wall/Sloping	S.F.	1	$95.00	$114.00	20%
13	302000	Process Placing & Compact Exterior Pavement	S.Y.	1	$5.50	$6.60	20%
14	303015	Base Course (1-500 SY/IN)	S.Y./IN	1	$2.25	$2.70	20%
15	303015A	Base Course (501-1,500 SY/IN)	S.Y./IN	1	$2.25	$2.70	20%
16	303015B	Base Course (1,501+ SY/IN)	S.Y./IN	1	$2.25	$2.70	20%
17	303160	Base Course 6”	S.Y.	1	$13.25	$15.90	20%
18	403600	Open Graded Friction Course Complete (5/8”)	S.Y./IN	1	$27.50	$33.00	20%
19	405000	Detour Pavement Construction	S.Y.	1	$71.50	$85.80	20%
20	407000	Asphalt Material for Tack Coat	Ton	1	$1,045.00	$1,254.00	20%
21	407000A	Fog Seal for Roadway	Ton	1	$1,375.00	$1,650.00	20%
22	407000B	Fog Seal for Trails	Ton	1	$1,650.00	$1,980.00	20%
23	403701	Open Graded Friction Course Complete	Ton	1	$165.00	$198.00	20%
24	408100	Prime Coat Material	Ton	1	$1,045.00	$1,254.00	20%
25	411000	Hot Poured Crack Sealing	LB	1	$3.85	$4.62	20%

26	411100	Polymer Binder/Aggregate Blend Crack Repair (1” – 6” Wide cracks)	LB	1	$4.95	$5.94	20%
27	414000	Cold Milling (Asphalt) (1-10,000 SY/IN)	S.Y./IN	1	$1.50	$1.80	20%
28	414000A	Cold Milling (Asphalt) (10,001 – 50,000 SY/IN)	S.Y./IN	1	$1.50	$1.80	20%
29	414000B	Cold Milling (Asphalt) (50,001+ SY/IN)	S.Y./IN	1	$1.50	$1.80	20%
30	414120	Cold Milling (Asphalt) 2”	S.Y.	1	$1.50	$1.80	20%
31	416000	Minor Pavement	S.Y./IN	1	$16.50	$19.80	20%
32	416107	Minor Paving Type I, HMASP-III	S.Y.	1	$181.50	$217.80	20%
33	417000	Miscellaneous Paving	S.Y.	1	$181.50	$217.80	20%
34	417100	Asphalt Curb (6” Width)	L.F.	1	$55.00	$66.00	20%
35	423250	HMA-SP-III Complete (1-10,000 SY/IN)	S.Y./IN	1	$14.30	$17.16	20%
36	426250A	HMA-SP-III Complete (10,001 – 50,000 SY/IN)	S.Y./IN	1	$14.30	$17.16	20%
37	426250B	HMA-SP-III Complete (50,001+ SY/IN)	S.Y./IN	1	$14.30	$17.16	20%
38	423283	HMA SP-IV Complete	Ton	1	$165.00	$198.00	20%
39	423283A	HMA SP-IV Complete-6422 Oil (1-10,000 SY/IN)	S.Y/IN	1	$14.30	$17.16	20%

40	423283B	HMA SP-IV Complete-6422 Oil (10,001-50,000 SY/IN)	S.Y./IN	1	$14.30	$17.16	20%
41	423283C	HMA SP-IV Complete-6422 Oil (50,001+ SY/IN)	S.Y./IN	1	$14.30	$17.16	20%
42	451060	Concrete Pavement – 6” (Complete-Replace in-kind dowelled & wire mesh)	S.Y./IN	1	$250.00	$300.00	20%
43	451080	Concrete Pavement - 8”	S.Y.	1	$285.00	$342.00	20%
44	502030	Drilled Shaft Foundation 30” D	L.F.	1	$300.00	$360.00	20%
45	511000	Structural Concrete, CL A	C.Y.	1	$1,650.00	$1,980.00	20%
46	511500	Concrete Patch Work (1/4” to ½” Thick)	S.F.	1	$250.00	$300.00	20%
47	511501	Stucco (Color Determined by Project)	S.F.	1	$11.50	$13.80	20%
48	515000	Reinforced Concrete for Minor Structures	C.Y.	1	$1,650.00	$1,980.00	20%
49	516000	Flowable Fill	C.Y.	1	$250.00	$300.00	20%
50	531001	Permanent Anti-Graffiti Protective Coat	S.F.	1	$8.25	$9.90	20%
51	540060	Reinforcing Bars Grade 60	LB	1	$2.25	$2.70	20%
52	541200	Structural Steel for Miscellaneous Structures	LB	1	$3.35	$4.02	20%
53	543002A	Metal Railing, Type D	L.F.	1	$225.00	$270.00	20%
54	543002B	Metal Railing, Type W	L.F	1	$250.00	$300.00	20%

55	543002C	Metal Railing, Type Thrie	L.F.	1	$325.00	$390.00	20%
56	570012	12" Culvert Pipe	L.F.	1	$55.00	$66.00	20%
57	570018	18" Culvert Pipe	L.F.	1	$77.00	$92.40	20%
58	570024	24" Culvert Pipe	L.F.	1	$99.00	$118.80	20%
59	570025	24" Culvert Pipe End Section	EACH	1	$825.00	$990.00	20%
60	570030	30" Culvert Pipe	L.F.	1	$137.50	$165.00	20%
61	570031	30" Culvert Pipe End Section	EACH	1	$1,650.00	$1,980.00	20%
62	570036	36" Culvert Pipe	L.F.	1	$165.00	$198.00	20%
63	570037	36" Culvert Pipe End Section	EACH	1	$2,090.00	$2,508.00	20%
64	570048	48" Culvert Pipe	L.F.	1	$247.50	$297.00	20%
65	570049	48" Culvert Pipe End Section	EACH	1	$4,400.00	$5,280.00	20%
66	570425	18" Storm Drain Culvert Pipe	L.F.	1	$110.00	$132.00	20%
67	570429	18" Storm Drain Culvert Pipe End Section	EACH	1	$550.00	$660.00	20%
68	570437	24" Storm Drain Culvert Pipe	L.F.	1	$132.00	$158.40	20%
69	570441	24" Storm Drain Culvert Pipe End Section	EACH	1	$836.00	$1,003.20	20%
70	571000	3/8” Diamond Plate	S.F.	1	$25.00	$30.00	20%
71	601110	Removal of Surfacing	S.Y.	1	$3.30	$3.96	20%
72	602010	Riprap Class B	C.Y.	1	$275.00	$330.00	20%
73	602030	Riprap Class D	C.Y.	1	$275.00	$330.00	20%
74	602060	Riprap Class G	C.Y.	1	$275.00	$330.00	20%
75	602200	Gabions with rocks	C.Y.	1	$385.00	$462.00	20%

76	603100	Temporary Soil Stabilant	ACRE	1	$550.00	$660.00	20%
77	603200	Silt Fence	L.F.	1	$7.50	$9.00	20%
78	603220	Check Dam Type I	L.F.	1	$70.00	$84.00	20%
79	603250	Drop Inlet Protection Type I	EACH	1	$250.00	$300.00	20%
80	603251	Drop Inlet Protection Type II	EACH	1	$250.00	$300.00	20%
81	603261	Mulch Socks	L.F.	1	$4.00	$4.80	20%
82	603262	Composted Mulch Socks	L.F.	1	$4.00	$4.80	20%
83	606000	Metal Barrier W-Beam	L.F.	1	$50.00	$60.00	20%
84	606010	Metal Barrier Thrie - Beam	L.F.	1	$130.00	$156.00	20%
85	606050	Metal Barrier End Treatment (Anchorage)	EACH	1	$3,000.00	$3,600.00	20%
86	606051	End Treatment TL-3 End Terminal	EACH	1	$4,500.00	$5,400.00	20%
87	606052	End Treatment TL-2 End Terminal	EACH	1	$3,750.00	$4,500.00	20%
88	606054	End Treatment Thrie - Beam End Anchor	EACH	1	$4,500.00	$5,400.00	20%
89	606499	Post and Cable Barrier	L.F.	1	$55.50	$66.60	20%
90	607004	Barbed Wire Fence 4'	L.F.	1	$5.50	$6.60	20%
91	607005	Barbless Wire Fence 4'	L.F.	1	$5.50	$6.60	20%
92	607026	Chain Link Fence 6'	L.F.	1	$85.00	$102.00	20%
93	607079	Pedestrian/Bicycle Railing	L.F.	1	$225.00	$270.00	20%
94	607080	Bike Racks	EACH	1	$1,150.00	$1,380.00	20%
95	607455	Chain Link Gate, 8' X 8’	EACH	1	$1,250.00	$1,500.00	20%

96	608004	Concrete Sidewalk 4", (1-100 SY)	S.Y.	1	$125.00	$150.00	20%
97	608004A	Concrete Sidewalk 4", (101-500 SY)	S.Y.	1	$115.50	$138.60	20%
98	608004B	Concrete Sidewalk 4" (501+ SY)	S.Y.	1	$102.50	$123.00	20%
99	608005	Concrete Sidewalk 4" **Colored** (1-100 SY)	S.Y.	1	$135.50	$162.60	20%
100	608005A	Concrete Sidewalk 4" **Colored** (101-500 SY)	S.Y.	1	$125.50	$150.60	20%
101	608005B	Concrete Sidewalk 4" **Colored** (501+ SY)	S.Y.	1	$115.50	$138.60	20%
102	608106	Drive Pad 6"	S.Y.	1	$125.50	$150.60	20%
103	608204	Concrete Median Pavement 4"	S.Y.	1	$125.50	$150.60	20%
104	608300	Detectable Warning Plastic	S.F.	1	$65.00	$78.00	20%
105	608400	Ada Ramp	S.Y.	1	$4,500.00	$5,400.00	20%
106	608404	Concrete Medium Pavement 4" (Colored & Patterned)	S.Y.	1	$135.50	$162.60	20%
107	609200	Header Curb	L.F.	1	$30.00	$36.00	20%
108	609202	12”-18” Tall Cut-Off Wall	L.F.	1	$45.00	$54.00	20%
109	609204	Concrete Fillets (Valley Gutter Exclusive)	S.Y.	1	$125.50	$150.60	20%
110	609318	Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF)	L.F.	1	$40.00	$48.00	20%
111	609318A	Concrete Sloped Curb and Gutter 6" X 18" (251+ LF)	L.F.	1	$35.00	$42.00	20%

112	609318B	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (1-250 LF)	L.F.	1	$42.00	$50.40	20%
113	609318C	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (251+ LF)	L.F.	1	$38.00	$45.60	20%
114	609324	Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF)	L.F.	1	$45.00	$54.00	20%
115	609324A	Concrete Sloped Curb and Gutter 6" X 24" (101+ LF)	L.F.	1	$40.00	$48.00	20%
116	609324B	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (1-100 LF)	L.F.	1	$50.00	$60.00	20%
117	609324C	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (101+ LF)	L.F.	1	$45.00	$54.00	20%
118	609412	Concrete Vertical Curb & Gutter B 6"X12”	L.F.	1	$35.00	$42.00	20%
119	609418	Concrete Vertical Curb & Gutter B 6"X18", (1-25 LF)	L.F.	1	$45.00	$54.00	20%
120	609418A	Concrete Vertical Curb & Gutter B 6"X18", (26-250 LF)	L.F.	1	$40.00	$48.00	20%
121	609418B	Concrete Vertical Curb & Gutter B 6"X18", (251+ LF)	L.F.	1	$35.00	$42.00	20%
122	609418C	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (1-25 LF)	L.F.	1	$50.00	$60.00	20%

123	609418D	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (26-250 LF)	L.F.	1	$45.00	$54.00	20%
124	609418E	Concrete Vertical Curb & Gutter B 6"X18" **Colored** (251+ LF)	L.F.	1	$40.00	$48.00	20%
125	609424	Concrete Vertical Curb & Gutter B 6" X 24"	L.F.	1	$45.00	$54.00	20%
126	609424A	Concrete Vertical Curb & Gutter B 6" X 24" **Colored**	L.F.	1	$50.00	$60.00	20%
127	609430	Concrete Vertical Curb & Gutter 6" X 30", (1-30 LF)	L.F.	1	$55.00	$66.00	20%
128	609430A	Concrete Vertical Curb & Gutter 6" X 30" (31-250 LF)	L.F.	1	$50.00	$60.00	20%
129	609430B	Concrete Vertical Curb & Gutter 6" X 30", (251+ LF)	L.F.	1	$45.00	$54.00	20%
130	609430C	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (1-30 LF)	L.F.	1	$60.00	$72.00	20%
131	609430D	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (31-250 LF)	L.F.	1	$55.00	$66.00	20%
132	609430E	Concrete Vertical Curb & Gutter 6" X 30" **Colored,** (251+ LF)	L.F.	1	$50.00	$60.00	20%

133	609600	Concrete Valley Gutter and Fillet 6" X Variable Width	L.F.	1	$125.00	$150.00	20%
134	609600A	Concrete Valley Gutter and Fillet **Colored,** 6" X Variable Width	L.F.	1	$130.00	$156.00	20%
135	609624	Concrete Valley Gutter 6" X 24"	L.F.	1	$30.00	$36.00	20%
136	609649	Concrete Valley Gutter 6" X 60"	L.F.	1	$70.00	$84.00	20%
137	609706	Concrete Laydown Curb and Gutter 6" X 24" (1-25 LF)	L.F.	1	$45.00	$54.00	20%
138	609706A	Concrete Laydown Curb and Gutter 6" X 24" (26-250 LF)	L.F.	1	$40.00	$48.00	20%
139	609706B	Concrete Laydown Curb and Gutter 6" X 24" (251+ LF)	L.F.	1	$35.00	$42.00	20%
140	609706C	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (1-25 LF)	L.F.	1	$50.00	$60.00	20%
141	609706D	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (26-250 LF)	L.F.	1	$45.00	$54.00	20%
142	609706E	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (251+ LF)	L.F.	1	$40.00	$48.00	20%

143	609999	Concrete Curb Returns (Complete)	S.Y.	1	$125.00	$150.00	20%
144	618000A	Traffic Control Management (Major)	DAY	1	$1,050.00	$1,260.00	20%
145	618000B	Traffic Control Management (Minor)	DAY	1	$850.00	$1,020.00	20%
146	623001	Median Drop Inlet Type I (Urban) H=3'1" to 6'0"	EACH	1	$15,000.00	$18,000.00	20%
147	623045	Median Drop Inlet (Valley/U) H=3'1" TO 6'0"	EACH	1	$8,500.00	$10,200.00	20%
148	623311	Curb Drop Inlet Type 1-B to 4’	EACH	1	$35,000.00	$42,000.00	20%
149	623405	Drop Inlet 4'X4' (Type II) H=4'-1" TO 6'-0"	EACH	1	$13,500.00	$16,200.00	20%
150	623501	Transverse Drop Inlet	EACH	1	$9,500.00	$11,400.00	20%
151	623600	Junction Box	EACH	1	$4,200.00	$5,040.00	20%
152	623999	Modify Existing Inlet	EACH	1	$12,500.00	$15,000.00	20%
153	632000	Class A Seeding	ACRE	1	$11,000.00	$13,200.00	20%
154	632020	Class C Seeding	ACRE	1	$29,000.00	$34,800.00	20%
155	632100	Manhole Extension	EACH	1	$1,400.00	$1,680.00	20%
156	662300	Tie to Existing Manhole	EACH	1	$850.00	$1,020.00	20%
157	662400	Manhole Adjustments (Frame and Collar Cover to be Considered Incidental to This Pay Item)	EACH	1	$1,950.00	$2,340.00	20%
158	662500	Manhole Frame and Cover	EACH	1	$1,250.00	$1,500.00	20%

159	663001	Pressure-Reducing Valve (PRV) Relocation (refer to Section 663, SSHBC)	EACH	1	$5,500.00	$6,600.00	20%
160	663110	Remove & Relocate Fire Hydrant	EACH	1	$8,250.00	$9,900.00	20%
161	663850	Water Valve Adjustment	EACH	1	$800.00	$960.00	20%
162	663855	Adjust Valve Box to Grade	EACH	1	$450.00	$540.00	20%
163	667110	Mailbox Installation - Single	EACH	1	$450.00	$540.00	20%
164	667209	Crusher Fines	C.Y.	1	$175.00	$210.00	20%
165	667210	Landscape Gravel, (Santa Fe Brown)	S.Y./IN	1	$75.00	$90.00	20%
166	667500	Bollard	EACH	1	$1,200.00	$1,440.00	20%
167	667501	Parking Bumpers	EACH	1	$250.00	$300.00	20%
168	667505	Lay New Brick Sidewalk	S.Y.	1	$175.00	$210.00	20%
169	667510	Remove and Reset Brick Sidewalk	S.Y.	1	$225.00	$270.00	20%
170	667515	Litter Receptacle	EACH	1	$850.00	$1,020.00	20%
171	667520A	Park Bench 6’	EACH	1	$1,050.00	$1,260.00	20%
172	667520B	Park Bench 8’	EACH	1	$1,250.00	$1,500.00	20%
173	701000	Panel Signs	S.F.	1	$32.50	$39.00	20%
174	701100	Steel Post and Base Post for Aluminum Panel Signs	L.F.	1			
175	701030	Remove and Reset Panel Sign	EACH	1	$850.00	$1,020.00	20%
176	701100	Steel/Base Post for Aluminum Panel Signs	L.F.	1	$18.50	$22.20	20%

177	702000	Construction Signing	S.F.	1	$18.50	$22.20	20%
178	702110	Portable Sign Support	EACH	1	$165.00	$198.00	20%
179	702110	Portable Sign Support	EACH	1			
180	702320	Vertical Panel	EACH	1	$85.00	$102.00	20%
181	702610	Portable Changeable Message Sign	EACH	1	$14,500.00	$17,400.00	20%
182	702700	Temporary Traffic Signal Span (refer to Section 702, SSHBC)	EACH	1	$45,000.00	$54,000.00	20%
183	702710	Mobile Traffic Signal System	EACH	1	$65,000.00	$78,000.00	20%
184	703300	Reflective Barrier Delineator	EACH	1	$50.00	$60.00	20%
185	704000	Retroreflectorized Painted Markings 4", (Layout Inclusive)	L.F.	1	$1.25	$1.50	20%
186	704004	Retroreflectorized Painted Markings 12" (Layout Inclusive)	L.F.	1	$3.25	$3.90	20%
187	704099	Temporary Retroreflectorized Painted Markings 4"	L.F.	1	$1.25	$1.50	20%
188	704100	Removable Marking Tape 4"	L.F.	1	$5.00	$6.00	20%
189	704104	Removable Marking Tape 12"	L.F.	1	$22.50	$27.00	20%
190	704704	Hot Thermoplastic Pavement Marking 24"	L.F.	1	$18.50	$22.20	20%
191	704716	Hot Thermoplastic Pavement Marking (Thru/LT) Arrow	EACH	1	$350.00	$420.00	20%

192	704717	Hot Thermoplastic Pavement Marking Right Arrow	EACH	1	$250.00	$300.00	20%
193	704718	Hot Thermoplastic Pavement Marking Left Arrow	EACH	1	$225.00	$270.00	20%
194	704719	Hot Thermoplastic Pavement Marking Thru Arrow	EACH	1	$225.00	$270.00	20%
195	704720	Hot Thermoplastic Pavement Marking Word (Only)	EACH	1	$275.00	$330.00	20%
196	704728	Hot Thermoplastic Pavement Marking Yield Line	L.F.	1	$95.00	$114.00	20%
197	704734	Hot Thermoplastic Pavement Marking Sharrow Symbol	EACH	1	$275.00	$330.00	20%
198	704738	Hot Thermoplastic Pavement Marking Word (Yield)	EACH	1	$350.00	$420.00	20%
199	704754	Hot Thermoplastic Stripe 4”	L.F.	1	$1.75	$2.10	20%
200	704754A	Retroreflective Preformed Patterned Pavement Stripe 4”-3801-ES 3M Tape	L.F.	1	$4.60	$5.52	20%
201	704762	Hot Thermoplastic Stripe 12”	L.F.	1	$5.00	$6.00	20%

202	704762A	Retroreflective Preformed Patterned Pavement Stripe 12”-3801-ES 3M Tape	L.F.	1	$14.50	$17.40	20%
203	704764	Hot Thermoplastic Stripe 24”	L.F.	1	$8.80	$10.56	20%
204	704764A	Retroreflective Preformed Patterned Pavement Stripe 24”-3801-ES 3M Tape	L.F.	1	$22.40	$26.88	20%
205	704765	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Right) Arrow – 3801-ES 3M Tape	EACH	1	$478.50	$574.20	20%
206	704766	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Left) Arrow – 3801-ES 3M Tape	EACH	1	$478.50	$574.20	20%
207	704767	Retroreflective Preformed Patterned Pavement Marking Right Arrow – 3801-ES 3M, Tape	EACH	1	$407.00	$488.40	20%

208	704768	Retroreflective Preformed Patterned Pavement Marking Left Arrow – 3801-ES 3M Tape	EACH	1	$407.00	$488.40	20%
209	704769	Retroreflective Preformed Patterned Pavement Marking Thru Arrow – 3801-ES 3M, Tape	EACH	1	$308.00	$369.60	20%
210	704770	Retroreflective Preformed Patterned Pavement Marking Words (Only) – 3801-ES 3M, Tape	EACH	1	$368.50	$442.20	20%
211	704771	Retroreflective Preformed Patterned Pavement Marking Words (Stop) – 3801-ES 3M, Tape	EACH	1	$368.50	$442.20	20%
212	704774	Retroreflective Preformed Patterned Pavement Marking Words (X-ING) – 3801-ES 3M, Tape	EACH	1	$368.50	$442.20	20%
213	704775	Retroreflective Preformed Patterned Pavement Marking Words (PED) – 3801-ES 3M, Tape	EACH	1	$291.50	$349.80	20%

214	704782	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Bike) – 3801-ES 3M Tape	EACH	**1**	$291.50	$349.80	20%
215	704784	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Sharrows) - 3801-ES 3M Tape	EACH	**1**	$379.50	$455.40	20%
216	704870	Snow Plowable Reflective Raised Pavement Marker Type PH (Removal Inclusive)	EACH	**1**	$12.65	$15.18	20%
217	706110	Service Riser (Lighting)	EACH	**1**	$550.00	$660.00	20%
218	706210	Meter Pedestal (Lighting)	EACH	**1**	$11,880.00	$14,256.00	20%
219	706420	Light Control Cabinet-2 Circuit	EACH	**1**	$3,190.00	$3,828.00	20%
220	707530	Type V Standard, 30'	EACH	**1**	$4,730.00	$5,676.00	20%
221	707540	Type V Standard, 40'	EACH	**1**	$5,280.00	$6,336.00	20%
222	707550	Type V Standard, 50'	EACH	**1**	$5,830.00	$6,996.00	20%
223	707742	Type V Standard, 40', 2 Arms	EACH	**1**	$6,820.00	$8,184.00	20%
224	707801	Remove & Reset Type I Standard Complete	EACH	**1**	$935.00	$1,122.00	20%
225	707810	Remove & Reset Light Stand & Luminaire	EACH	**1**	$2,640.00	$3,168.00	20%
226	707820	Remove & Reset Traffic Signal & Mast Arm	EACH	**1**	$3,410.00	$4,092.00	20%
227	709020	Rigid Electrical Conduit 2"	L.F.	**1**	$21.50	$25.80	20%

228	709030	Rigid Electrical Conduit 3"	L.F.	**1**	$33.50	$40.20	20%
229	709040	Rigid Electrical Conduit 4"	L.F.	**1**	$47.50	$57.00	20%
230	710000	Electrical Pull Box (Standard)	EACH	**1**	$3,960.00	$4,752.00	20%
231	710010	Electrical Pull Box (Large)	EACH	**1**	$4,620.00	$5,544.00	20%
232	711102	Single Conductor 2	L.F.	**1**	$6.60	$7.92	20%
233	711230	Single Conductor 3/0	L.F.	**1**	$14.00	$16.80	20%
234	716701	LED Roadway Luminaire	EACH	**1**	$935.00	$1,122.00	20%
235	720060	Vehicular Impact Attenuators Unit-Work Zones	EACH	**1**	$14,500.00	$17,400.00	20%
236	721000	Removal of Pavement Marking (Water Blasting)	L.F.	**1**	$1.25	$1.50	20%
237	721101	Removal of Pavement Marking Symbol (Water Blasting)	EACH	**1**	$200.00	$240.00	20%
		Bidder's Total Cost			**$428,242.35**		
		EXCEL Caclulation			**$428,242.35**	**$513,890.82**	
		DIFFERENCE			**$0.00**	**$85,648.47**	**20%**

CITY OF SANTA FE

Date: April 21, 2025

To: Governing Body

Via: Regina Wheeler, Public Works Department Director Regina Wheeler
Regina Wheeler (Apr 21, 2025 15:08 MDT)

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

Subject: Amendment #1 to On-Call Construction Contract 23-0223

Vendor Name: JDR and Associates, LLC.

Munis Vendor Number: 9248

ITEM AND ISSUE:
Request for Approval of Amendment No. 1 to Construction Contract Item 23-0223 with JDR and Associates, LLC. to Extend the Term through May 30, 2026, Update the Price List and Allow Contract Extensions for Up to Ten Years. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

CONTRACT NUMBER:
The Munis contract number is 3204006.

BACKGROUND AND SUMMARY:

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

This amendment adjusts the pricing on the contract as provided for in Article 2, paragraph D "Escalation/Reduction Clause" which allows the contractor, at the time of contract renewal, to adjust pricing not to exceed 10% annually. Based on the contractor's request and verification by staff of increased costs for paving and concrete projects as published by NMDOT, prices will increase by 20%, cumulative for 2 years since contract establishment. The amendment also allows for adjusting pricing for changes in law such as tariffs that could affect costs.

Note that on-call contracts are not a guarantee of work and that task orders are issued as needs arise and funding is available. Staff requests quotes from multiple contractors for each project and Contractors may quote pricing that is lower than the contract price list.

This amendment also extends the contract through May 2026 and modifies the term to allow for extensions up to 10 years in accordance with NMSA 1978, Sections 13-1-150 through 152.

ATTACHMENTS:
Amendment #1
Price Increase Justification Letter
Original contract packet
COI

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Various

Budget Officer / Designee: Andy Hopkins **Date:** 04/25/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB **- ITB#23/48/B**

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 04/25/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes |** ☒ **No**

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

Comment/Exceptions: _____

Vehicles included? ☐ **Yes |** ☒ **No**

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: TBD

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

Comment/Exceptions: _____

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

Project Ledger Number: TBD

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

Comment/Exceptions: _____

April 11, 2025

City of Santa Fe
200 Lincoln Ave.
Santa Fe, New Mexico 87501

RE: ITB#23/48B- On Call; Roadway and Trails Construction

To Whom It May Concern:

JDR & Associates, LLC. proudly accepts the 20% increase for the above reference On-Call Project: ITB#23/48B, Roadway and Trails Construction.

Please see below a list of key vendors JDR uses. Attached you will find their justification of current percentage increases in the cost of material.

1. Vulcan Material Company
2. R.L. Leeder
3. Road Runner RediMix
4. Santa Fe Steel
5. RoadSafe Traffic Control and Striping
6. DelKia
7. Byxbee

In addition to the above please see the prevailing wage increase from 2023 to 2025, Type A rates. There is an approximate 15% increase per trade classification - which includes a labor increase of 11% and a Labor Burden increase of 4%. Please see attached documentation from NM Work Force Solution.

It is an honor doing business with the City of Santa Fe, and we look forward to continuously providing our City with excellent craftsmanship, and professionalism for each project according to schedules in a timely manner.

Sincerely
Donald R. Garcia
President/Owner

Gmail

davida garcia <subcontractorbilling.jdr@gmail.com>

Price increases

1 message

Richard Mares <richard@santafesteel.com>
To: subcontractorbilling.jdr@gmail.com

Tue, Apr 8, 2025 at 3:05 PM

Dear JDR & Associates, LLC,

As a valued customer and in good faith we would like to share our yearly price increase of 20% allowing you to stay informed of our current price increases.

Sincerely

Richard Mares
Project Manager
Santa Fe Steel Inc.
505-310-2568

Vulcan
Materials Company

November 10, 2023

To: Vulcan Materials Customers
Albuquerque/Santa Fe, New Mexico

RE: 2024 Aggregate and HMA Pricing

Vulcan Materials is grateful for our business partnership with your company and the trust you have put in Vulcan to deliver the highest quality construction aggregates and hot mix asphalt in our markets.

In order for you to effectively plan for next year, the following increases in construction aggregate products will go into effect January 1, 2024.

Aggregate Products	**+10%**
All Hot-Mix Asphalt Mixes	**+$3.00**

(Asphalt pricing will also move in relation with our monthly Liquid Asphalt Binder pricing)

We appreciate your continued loyalty to Vulcan Materials and look forward to servicing your material needs in 2024. The above pricing will be good through June 2024. We will continue to hold pricing for projects with active purchase orders. If you have any questions concerning the new pricing, call your Vulcan Sales Representative.

Sincerely

Greg McClendon
Vice President of Sales
Western Division – AZ/NM

MOUNTAIN WEST
2526 E UNIVERSITY DRIVE | PHOENIX AZ 85034-6727 | 602-254-8465

RL Leeder
company
Building the Roads for the 21st Century!

P.O. Box 15147
Santa Fe, New Mexico 87592
Voice: 505.473-1360 Fax: 505.473-0141

To whom it may concern:

Due to material price increases, RL Leeder had to adjust the price of asphalt for paving from $78 per ton in 2023 to $87 per ton in 2024 to the current price of $95 per ton in 2025. The same goes for Base Course at $19 per ton in 2023, $19 per ton in 2024, and the current rate of $20per ton in 2025.

Sincerely,
Sara Leeder
Office Manager
RL Leeder Co.
505-473-1360
sara@rlleeder.com

4601 PARADISE BLVD NW STE G
ALBUQUERQUE, NM 87114

P. 505.994.3830 F.505.994.3691
WWW.ROADRUNNERNM.COM

November 18, 2024

We hope this message finds you well. We want to take a moment to express our sincere appreciation for your continued support and loyalty to Roadrunner Redi-Mix. It has been our pleasure to serve you, and we look forward to continuing to meet your needs in the future.

As we strive to maintain the high quality of our products and services, we are faced with increased operational costs. In order to continue providing the level of service you expect and deserve, we will be implementing a price increase of $8.00 to $12.00 per cubic yard, effective January 1, 2025.

We understand that price changes can be challenging, and we want to assure you that this decision was not made lightly. This adjustment is necessary to ensure that we can continue to deliver the quality and reliability you have come to rely on.

We appreciate your understanding and support as we navigate these changes. If you have any questions or concerns regarding this price increase, please do not hesitate to reach out to us. Our team is here to assist you.

Thank you for your continued partnership. We look forward to serving you in the future.

Sincerely,

Roy Ballard

Roy Ballard

General Manager

Roadrunner Redi-Mix Inc.

New Mexico Department of WORKFORCE SOLUTIONS

TYPE "A" – STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2025

4%
28.13

Trade Classification	Base Rate	Fringe Rate
Cement Mason	20.52	7.61
Drywall Finisher/Taper	29.60	9.63
Glazier/Fabricator	22.25	7.40
Painter- Commercial	21.00	5.75
Paper Hanger	21.00	5.75
Plumber/Pipefitter	43.07	17.25
Soft Floor Layers	21.00	9.20
Bricklayer/Block Layer/Stonemason		
Bricklayer/Block layer/Stonemason	27.03	10.99
Bricklayer/ Block layer/Stonemason – Curry, DeBaca, Quay and Roosevelt counties	23.10	8.98
Bricklayer/ Block layer/Stonemason – Dona Ana, Otero, Eddie, and Lea counties	29.56	14.10
Carpenter		
Carpenter/Lather	30.89	13.26
Carpenter- Los Alamos County	37.39	14.18
Electricians- Outside Classifications: Zone 1		
Ground man	27.18	13.32
Equipment Operator	38.99	17.67
Lineman	49.25	20.82
Journeyman technician	45.86	19.97
Cable Splicer	50.46	21.11
Electricians-Outside Classifications: Zone 2		
Ground man	27.18	13.32
Equipment Operator	38.99	17.67
Lineman	49.25	20.82
Journeyman technician	45.86	19.97
Cable Splicer	50.46	21.11

Trade Classification	Base Rate	Fringe Rate
Electricians-Outside Classifications: Los Alamos County		
Ground man	27.95	13.34
Equipment Operator	40.11	17.70
Lineman	50.54	21.14
Journeyman technician	47.19	20.29
Cable Splicer	55.50	22.38
Ironworker		
Ironworker Journeyman	28.96	19.51
Probationary Ironworker	23.17	19.51
Laborers		
Group I – unskilled	17.39	7.51
Group II – semiskilled	17.39	7.51
Group III A skilled	18.89	7.51
Group IV – specialty	19.39	7.51
Operators		
Group I	23.00	6.95
Group II	24.00	6.95
Group III	25.50	6.95
Group IV	27.03	6.95
Group V	27.16	6.95
Group VI	27.41	6.95
Group VII	27.62	6.95
Group VIII	28.56	6.95
Group IX	37.81	6.95
Group X	42.19	6.95
Truck Drivers		
Group I-IX	20.55	9.40

NOTE: All contractors are required to pay SUBSISTENCE, ZONE, AND INCENTIVE PAY according to the particular trade. More information available at https://www.dws.state.nm.us/public_works.

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the New Mexico Department of Workforce Solutions Labor Relations Division at (505) 841-4400 or visit us online at www.dws.state.nm.us.

274-0036

New Mexico Department of WORKFORCE SOLUTIONS

LABOR RELATIONS DIVISION
401 Broadway NE
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

226 South Alameda Blvd
Las Cruces, NM 88005
Phone: 575-524-6195
Fax: 575-524-6194

WWW.DWS.STATE.NM.US

Wage Decision Approval Summary

1) Project Title: St. Michaels Pedestrian and Bike Project
Requested Date: 01/24/2025
Approved Date: 01/27/2025
Approved Wage Decision Number: SF-25-0238-A

Wage Decision Expiration Date: 05/27/2025

2) Physical Location of Jobsite for Project:
Job Site Address: Intersection of St. Michaels and Llano, 1700 St. Michaels
Job Site City: Santa Fe
Job Site County: Santa Fe

3) Contracting Agency Name (Department or Bureau): CITY OF SANTA FE
Contracting Agency Contact's Name: Jennifer Morrow
Contracting Agency Contact's Phone: (505) 469-6076 Ext.

4) Estimated Contract Award Date: 01/30/2025

5) Estimated total project cost: $500,000.00
a. Are any federal funds involved?: No
b. Does this project involve a building?: No
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
d. Are there any other Public Works Wage Decisions related to this project?: No
e. What is the ultimate purpose or functional use of the construction once it is completed?: To improve the intersection of the St. Michaels and Llano intersection for better pedestrian and bike mobility including ADA improvements and signal upgrades.

6) Classifications of Construction:

Classification Type and Cost Total	Description
Highway/Utilities (A) **Cost**: $500,000.00	Improvements to the St. Michaels and Llano intersection to improve pedestrian and bicycle mobility. Improvements include ADA ramps and signal upgrades.

New Mexico Department of WORKFORCE SOLUTIONS

TYPE "A" –
STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2023

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Block layer/Stonemason	24.46	8.81
Carpenter/Lather	27.73	12.14
Carpenter- Los Alamos County	33.18	13.58
Cement Mason	18.24	7.61
Drywall Finisher/Taper	25.82	8.40
Glazier		
Glazier/Fabricator	21.25	6.70
Delivery Driver	12.00	6.70
Painter- Commercial	18.25	8.50
Paper Hanger	18.25	8.50
Plumber/Pipefitter	38.63	14.55
Electricians- Outside Classifications: Zone 1		
Ground man	25.43	11.76
Equipment Operator	36.48	16.09
Lineman	46.09	18.52
Journeyman technician	42.92	17.73
Cable Splicer	47.22	18.81
Electricians-Outside Classifications: Zone 2		
Ground man	25.43	11.76
Equipment Operator	36.48	16.09
Lineman	46.09	18.52
Journeyman technician	42.92	17.73
Cable Splicer	47.22	18.81
Electricians-Outside Classifications: Los Alamos County		
Ground man	26.15	11.78
Equipment Operator	37.54	16.13
Lineman	47.29	18.82
Journeyman technician	44.15	18.04
Cable Splicer	51.93	19.98

25.85

Trade Classification	Base Rate	Fringe Rate
Ironworker		
Ironworker Journeyman	28.05	18.30	0.60
Probationary Ironworker	22.44	18.30	0.60
Laborers		
Group I – unskilled	15.99	7.11
Group II – semiskilled	15.99	7.11
Group III – skilled	17.49	7.11
Group IV – specialty	17.99	7.11
Operators		
Group I	21.35	6.74
Group II	22.38	6.74
Group III	22.49	6.74
Group IV	22.62	6.74
Group V	22.73	6.74
Group VI	22.94	6.74
Group VII	23.12	6.74
Group VIII	23.45	6.74
Group IX	31.96	6.74
Group X	35.65	6.74
Soft Floor Layers	21.00	8.45
Truck Drivers		
Group I-IX	19.00	9.10

NOTE: All contractors are required to pay SUBSISTENCE, ZONE, AND INCENTIVE PAY according to the particular trade. More information available at https://www.dws.state.nm.us/public-works.

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To:	JDR & Associates	**Contact:**	Gary Echeagaray
Address:	274 Dinosaur Trail	**Phone:**	(505) 471-5901
	Santa Fe, NM 87508 UNITED STATES	**Fax:**	
Project Name:	Santa Fe On-call Roadway & Trails - REBID 2023	**Bid Number:**	23/48/B
Project Location:	Various, Santa Fe, NM	**Bid Date:**	3/14/2023
Addendum #:	1		

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
		PAVEMENT ARROW, LEFT				
194	704719	REFLECTORIZED HOT THERMOPLASTIC PAVEMENT ARROW, THRU	1.00	EACH	$100.000	$100.00
195	704720	REFLECTORIZED HOT THERMOPLASTIC PAVEMENT MARKING WORD, ONLY	1.00	EACH	$145.000	$145.00
196	704728	REFLECTORIZED HOT THERMOPLASTIC PAVEMENT MARKING, YIELD LINE A	1.00	LF	$16.350	$16.35
197	704734	REFLECTORIZED HOT THERMOPLASTIC PAVEMENT MARKING, SHARROW SYMBOL	1.00	EACH	$285.000	$285.00
198	704738	REFLECTORIZED HOT THERMOPLASTIC PAVEMENT WORD, YIELD	1.00	EACH	$145.000	$145.00
199	704754	REFLECTORIZED HOT THERMOPLASTIC MARKING, 4"	1.00	LF	$0.800	$0.80
200	704754A	REFLECTORIZED PREFORMED PATTERNED 380ies PAVEMENT STRIPE, 4"	1.00	LF	$4.150	$4.15
201	704762	REFLECTORIZED HOT THERMOPLASTIC MARKING, 12"	1.00	LF	$4.550	$4.55
202	704762A	REFLECTORIZED PREFORMED PATTERNED 380ies PAVEMENT STRIPE, 12"	1.00	LF	$13.150	$13.15
203	704764	REFLECTORIZED HOT THERMOPLASTIC MARKING, 24"	1.00	LF	$8.000	$8.00
204	704764A	REFLECTORIZED PREFORMED PATTERNED 380ies PAVEMENT STRIPE, 24"	1.00	LF	$20.350	$20.35
205	704765	REFLECTORIZED PREFORMED PATTERNED 380ies ARROW, THRU/RIGHT	1.00	EACH	$435.000	$435.00
206	704766	REFLECTORIZED PREFORMED PATTERNED 380ies ARROW, THRU/LEFT	1.00	EACH	$435.000	$435.00
207	704767	REFLECTORIZED PREFORMED PATTERNED 380ies ARROW, RIGHT	1.00	EACH	$370.000	$370.00
208	704768	REFLECTORIZED PREFORMED PATTERNED 380ies ARROW, LEFT	1.00	EACH	$370.000	$370.00
209	704769	REFLECTORIZED PREFORMED PATTERNED 380ies ARROW, THRU	1.00	EACH	$280.000	$280.00
210	704770	REFLECTORIZED PREFORMED PATTERNED 380ies WORD, ONLY	1.00	EACH	$335.000	$335.00
211	704771	REFLECTORIZED PREFORMED PATTERNED 380ies WORD, STOP	1.00	EACH	$335.000	$335.00
212	704774	REFLECTORIZED PREFORMED PATTERNED 380ies WORD, XING	1.00	EACH	$335.000	$335.00
213	704775	REFLECTORIZED PREFORMED PATTERNED 380ies WORD, PED	1.00	EACH	$265.000	$265.00
214	704782	REFLECTORIZED PREFORMED PATTERNED 380ies SYMBOL, BIKEWAY	1.00	EACH	$265.000	$265.00
215	704784	REFLECTORIZED PREFORMED PATTERNED 380ies SYMBOL, SHARROW	1.00	EACH	$345.000	$345.00
216	704870	PLOWABLE REFLECTORIZED RAISED PAVEMENT MARKER, TYPE PH - 1 WAY AMBER	1.00	EACH	$11.500	$11.50

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Address:	274 Dinosaur Trail Santa Fe, NM 87508 UNITED STATES	**Phone:**	(505) 471-5901
		Fax:	
Project Name:	Santa Fe On-call Roadway & Trails - REBID 2023	**Bid Number:**	23/48/B
Project Location:	Various, Santa Fe, NM	**Bid Date:**	3/14/2023
Addendum #:	1		

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
7	621000	MOBILIZATION FOR PAVEMENT MARKINGS - *ITEMS 185 - 216*	1.00	MILE	$6.250	$6.25
7	621000	MOBILIZATION FOR PERMANENT SIGNING - *ITEMS 173 - 175, 184*	1.00	MILE	$3.550	$3.55
7	621000	MOBILIZATION FOR STRIPING REMOVAL - *ITEMS 236 - 237*	1.00	MILE	$3.850	$3.85
9	702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION - *PER ADDENDUM 1*	168.00	CDY	$355.000	$59,640.00
10	702811	TRAFFIC CONTROL DEVICES FOR PEDESTRIAN AND BICYCLIST - *PER ADDENDUM 1*	168.00	CDY	$95.000	$15,960.00
144	618000	TRAFFIC CONTROL MANAGEMENT (Major) - *INCLUDES UP TO TWO (2) TRAFFIC CONTROL PERSONNEL ONSITE*	1.00	CDY	$1,950.000	$1,950.00 79%
145	618000	TRAFFIC CONTROL MANAGEMENT (Minor) - *INCLUDES UP TO ONE (1) TRAFFIC CONTROL PERSONNEL ONSITE*	1.00	CDY	$975.000	$975.00] 19%
173	701000	PANEL SIGNS	1.00	SF	$24.500	$24.50
175	701030	REMOVE AND RESET PANEL SIGN	1.00	EACH	$165.000	$165.00
174	701100	STEEL POST & BASE POST FOR ALUMINUM PANEL SIGNS	1.00	LF	$10.950	$10.95
177	702000	CONSTRUCTION SIGNING	1.00	SF	$10.550	$10.55
178	702110	PORTABLE SIGN SUPPORT - *PER EACH UNIT, PER CALENDAR DAY*	1.00	EADY	$2.500	$2.50
180	702320	VERTICAL PANEL, TYPE BACK TO BACK - *PER EACH UNIT, PER CALENDAR DAY*	1.00	EADY	$3.250	$3.25
181	702610	PORTABLE CHANGEABLE MESSAGE SIGN - *PER EACH UNIT, PER CALENDAR DAY*	1.00	EADY	$185.000	$185.00
183	702710	MOBILE TRAFFIC SIGNAL SYSTEM - *PER TWO EACH HORIZON SQ3 UNITS, PER CALENDAR DAY*	1.00	EADY	$175.000	$175.00
184	703300	REFLECTIVE BARRIER DELINEATOR	1.00	EACH	$17.000	$17.00
185	704000	REFLECTORIZED PAINTED MARKINGS, 4" - *PRICE PER APPLICATION*	1.00	LF	$0.200	$0.20
186	704004	REFLECTORIZED PAINTED MARKINGS, 12" - *PRICE PER APPLICATION*	1.00	LF	$4.000	$4.00
187	704099	TEMPORARY PAINTED STRIPING, 4" - *PRICE PER APPLICATION, 15-17 Mils*	1.00	LF	$0.190	$0.19
188	704100	REMOVABLE MARKING TAPE, 4"	1.00	LF	$1.550	$1.55
189	704104	REMOVABLE MARKING TAPE, 12"	1.00	LF	$4.650	$4.65
190	704704	REFLECTORIZED HOT THERMOPLASTIC MARKING, 24"	1.00	LF	$8.000	$8.00
191	704716	REFLECTORIZED HOT THERMOPLASTIC PAVEMENT ARROW, THRU/LEFT	1.00	EACH	$155.000	$155.00
192	704717	REFLECTORIZED HOT THERMOPLASTIC PAVEMENT ARROW, RIGHT	1.00	EACH	$105.000	$105.00
193	704718	REFLECTORIZED HOT THERMOPLASTIC	1.00	EACH	$105.000	$105.00

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To:	JDR & Associates	**Contact:**	Gary Echeagaray
Address:	274 Dinosaur Trail Santa Fe, NM 87508 UNITED STATES	**Phone:** **Fax:**	(505) 471-5901
Project Name:	Santa Fe On-call Roadway & Trails - REBID 2023	**Bid Number:**	23/48/B
Project Location:	Various, Santa Fe, NM	**Bid Date:**	3/14/2023
Addendum #:	1		

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
235	720060	VEHICULAR IMPACT ATTENUATOR UNIT, WORK ZONES - *PER EACH TL3 UNIT, PER CALENDAR DAY*	1.00	EADY	$80.000	$80.00
236	721000	REMOVAL OF PAVEMENT STRIPE	1.00	LF	$0.650	$0.65
237	721101	REMOVAL OF PAVEMENT MARKING	1.00	EACH	$120.000	$120.00

Notes:

- **THERE WILL BE A MINIMUM CHARGE OF $2,500 PER WORK ORDER FOR PAVEMENT MARKINGS AND A MINIMUM CHARGE OF $1,800 PER WORK ORDER FOR PERMANENT SIGNING.**
- SCOPE-CALENDAR DAY TRAFFIC CONTROL:
  - Proposal is bid on a calendar day rate - customer to plug in the amount of calendar days based on work order.
  - Unless otherwise noted our calendar daily rate will be charged for our equipment layout days, days to do equipment resets and equipment pick up days, during days of contractor non-work days while traffic control devices are on the project.
  - Customer is responsible to notify us when hazards inside the construction work zone(s) need to be barricaded for pedestrian and bicycle safety.
  - Proposal includes necessary sandbags, warning flags, warning lights on required devices.

  Traffic Control Excludes:
  - Off duty law enforcement, barrier wall, glare shielding, light towers, flagperson(s), pilot car or driver, 24/7 or double shift labor coverage.
- SCOPE PAVEMENT MARKINGS:
  - All pavement markings conform to City of Santa Fe and NMDOT specifications.
  - Customer to ensure that roadway is clean for placement of pavement markings and that all other construction activities are complete prior to Highway Supply beginning permanent striping operations.
  - Customer to provide stripe survey control points prior to Highway Supply arriving at job-site at 40' intervals maximum in white paint. $325.00 / hour will be charged to add control points if they are not layed out at 40' intervals. This rate applies to any stand-by time.

  Pavement Marking Excludes:
  - Multiple phasing for installation, standby time, traffic control, heavy sweeping, any cure removal, incidental striping or obliteration of, seal after obliteration, removal of chip seal tabs, contrast striping unless otherwise noted.
- SCOPE PAVEMENT MARKING REMOVAL:
  - Removal is quoted with waterblasting method.
  - Customer to provide on-site clean potable water source and disposal area for greywater and laitance.

  Removal Excludes:
  - Traffic Control, concrete joint seal protection, heavy sweeping, any pavement seal after removal operations.
- SCOPE PERMANENT SIGNING:
  - All permanent signing items conform to City of Santa Fe and NMDOT specifications.
  - Customer to ensure that roadway, median and shoulder construction is complete prior to Highway Supply beginning permanent signing operations.
  - Customer to provide sign survey, **STAKING AND WHITE LINING** (so we can call in 811 line locates) prior to Highway Supply arriving at job-site. $75.00/hour will be charged, port-to-port, if white lining is not provided by customer during staking.

  Permanent Signing Excludes:
  - Multiple phasing for installation, traffic control, any electrical work, existing sign removals, slipbases, concrete, concrete or asphalt coring.
- SCHEDULING WORK: Please schedule with minimum 2 weeks advanced notice, subject to availability.

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Project Name:	Santa Fe On-call Roadway & Trails - REBID 2023	**Bid Number:**	23/48/B
Project Location:	Various, Santa Fe, NM	**Bid Date:**	3/14/2023
Addendum #:	1		

- ADDITIONAL CHARGE ITEMS:
  - Traffic control plan sheets are $75.00 per sheet.
  - P.E. review and stamp of our traffic control plans are $160.00 per sheet, if required (discount for multiple sheets) - plans are drafted in accordance with local standards/specifications and the MUTCD.
  - Special/business access signs $8.00/SF.
  - Flagline-$8.50/roll, caution tape-$15.00/roll.
  - Chip-seal markers installed-$1.35/ea, chip-seal markers removed-$3.50/ea (traffic control hourly charges will apply to installation or removal of.)
  - Asphalt/concrete coring-$225.00/hole.
  - Existing sign removals-$55.00/post.
  - Curb/median nose painting-$3.50/SF
  - Cure removal-$3.50/SF
- NOTES GENERAL:
  - **Our quote, in its entirety, shall be incorporated into the subcontract agreement or purchase/work order issued.**
  - Quantities shown above are an estimate only, actual installed quantities installed will be invoiced.
  - **This quote expires after 30 Days** (Unit prices may be adjusted for purchase/work orders or subcontracts recieved after 30 days - in addition, our availability to accept the work may have changed.)
  - Excludes: Bonds, taxes, testing, permits, any fees or anything not specifically included above.
  - Our quote specifically excludes any obligation in the contract to have, provide or self-perform any engineering services and or design as related to our scope of work.

Payment Terms:

Payment Terms: Net 30 with approved credit.
BUSINESS INFORMATION: Contractors License#: 411465 -GA98, GF98, GS04. Department of Workforce Solutions#: 22610844182023 - Registration Date: 3/8/2023. Federal Tax ID#: 26-1084418 NM CRS State ID#: 03-132838-00-5

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **RoadSafe Traffic Systems** **Authorized Signature:** _____ **Estimator:** Chris Catlin

On-Call Small Roadway, Trail and Sidewalk Construction

RoadSafe Traffic Systems, Inc.

6221 Chappell Rd. NE
Albuquerque, NM 87113
Contact: **Jason Ogden**
Phone: **(505) 345-8295 x124**
Fax:

Quote To:	Estimating	Job Name:	On-Call Small Roadway, Trail and Sidew
Estimate #:	250306-JO1	Bid Date:	03/07/2025
Location:	Santa Fe, NM		
Phone:		Revision Date:	
Fax:			

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
PMMOB	MOBILIZATION FOR PAVEMENT MARKINGS - ITEMS 191-222	1.00	MILE	9.250	9.25
PIMOB	MOBILIZATION FOR PERM SIGNING - ITEMS 179-181/190	1.00	MILE	5.500	5.50
WBMOB	MOBILIZATION FOR STRIPING REMOVAL - ITEMS 242-244	1.00	MILE	5.750	5.75
TCMOB	MOBILIZATION FOR ALL TRAFFIC CONTROL ITEMS	1.00	MILE	2.750	2.75
144	TRAFFIC CONTROL MANAGEMENT (MAJOR) - 2 TCS	1.00	WDAY	3,500.000	3,500.00 ✓
145	TRAFFIC CONTROL MANAGEMENT (MINOR) - 1 TCS	1.00	WDAY	1,650.000	1,650.00
179	PANEL SIGNS	1.00	SF	29.950	29.95
180	STEEL POST & BASE POST FOR ALUMINUM PANEL SIGNS	1.00	LF	21.500	21.50
181	REMOVE AND RESET PANEL SIGN	1.00	EACH	225.000	225.00
182	STEEL POST & BASE POST FOR SIGNS - PER EACH UNIT	1.00	CDY	4.750	4.75
183	CONSTRUCTION SIGNING	1.00	SF	16.500	16.50
184	PORTABLE SIGN SUPPORT	1.00	CDY	3.250	3.25
186	VERTICAL PANEL TYPE BACK TO BACK	1.00	CDY	2.500	2.50
187	PORTABLE VARIABLE MESSAGE BOARD PER EACH/CDY	1.00	CDY	195.000	195.00
189	MOBILE TRAFFIC SIGNAL SYSTEM	1.00	CDY	185.000	185.00
190	REFLECTIVE BARRIER DELINEATOR	1.00	EACH	35.500	35.50
191	REFLECTORIZED PAINTED MARKINGS 4" - PRICE PER APP	1.00	LF	0.295	0.30
192	REFLECTORIZED PAINTED MARKINGS 12" - PRICE PER APP	1.00	LF	6.250	6.25
193	TEMPORARY PAINTED STRIPING 4" - PRICE PER APP	1.00	LF	0.255	0.26
194	REMOVABLE MARKING TAPE 4"	1.00	LF	2.350	2.35

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
195	REMOVABLE MARKING TAPE 12"	1.00	LF	6.650	6.65
196	REFLECTORIZED HOT THERMOPLASTIC MARKING 24"	1.00	LF	10.500	10.50
197	REFLECTORIZED HOT THERMO PAVEMENT ARROW THRU/LEFT	1.00	EACH	195.000	195.00
198	REFLECTORIZED HOT THERMO PAVEMENT ARROW RIGHT	1.00	EACH	135.000	135.00
199	REFLECTORIZED HOT THERMO PAVEMENT ARROW LEFT	1.00	EACH	135.000	135.00
200	REFLECTORIZED HOT THERMO PAVEMENT ARROW THRU	1.00	EACH	130.000	130.00
201	REFLECTORIZED HOT THERMO PAVEMENT MARKING ONLY	1.00	EACH	225.000	225.00
202	REFLECTORIZED HOT THERMO PAVEMENT MARKING YIELD LI	1.00	LF	23.500	23.50
203	REFLECTORIZED HOT THERMO PAVEMENT MARKING SHARROW	1.00	EACH	325.000	325.00
204	REFLECTORIZED HOT THERMO PAVEMENT MARKING YIELD	1.00	EACH	225.000	225.00
205	REFLECTORIZED HOT THERMOPLASTIC MARKING 4"	1.00	LF	0.995	1.00
206	REFLECTORIZED PREFORMED 380IES PAVEMENT STRIPE 4"	1.00	LF	5.750	5.75
207	REFLECTORIZED HOT THERMOPLASTIC MARKING 12"	1.00	LF	6.000	6.00
208	REFLECTORIZED PREFORMED 380IES PAVEMENT STRIPE 12"	1.00	LF	17.750	17.75
209	REFLECTORIZED HOT THERMOPLASTIC MARKING 24"	1.00	LF	12.250	12.25
210	REFLECTORIZED PREFORMED 380IES PAVEMENT STRIPE 24"	1.00	LF	35.000	35.00
211	REFLECTORIZED PREFORMED 380IES ARROW THRU/RIGHT	1.00	EACH	1,100.000	1,100.00
212	REFLECTORIZED PREFORMED 380IES ARROW THRU/LEFT	1.00	EACH	1,100.000	1,100.00
213	REFLECTORIZED PREFORMED 380IES ARROW RIGHT	1.00	EACH	675.000	675.00
214	REFLECTORIZED PREFORMED 380IES ARROW LEFT	1.00	EACH	675.000	675.00
214	REFLECTORIZED PREFORMED 380IES ARROW THRU	1.00	EACH	475.000	475.00
216	REFLECTORIZED PREFORMED 380IES WORD ONLY	1.00	EACH	995.000	995.00
217	REFLECTORIZED PREFORMED 380IES WORD STOP	1.00	EACH	1,195.000	1,195.00
217	REFLECTORIZED PREFORMED 380IES WORD XING	1.00	EACH	1,150.000	1,150.00
219	REFLECTORIZED PREFORMED 380IES WORD PED	1.00	EACH	1,500.000	1,500.00
220	REFLECTORIZED PREFORMED 380IES SYMBOL BIKE	1.00	EACH	595.000	595.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
221	REFLECTORIZED PREFORMED 380IES SYMBOL SHARROW	1.00	EACH	995.000	995.00
222	PLOWABLE REFLECTORIZED RAISED PAVEMENT MARK TYP PH	1.00	EACH	14.500	14.50
241	VEHICULAR IMPACT ATTENUATOR UNIT WORK ZONES	1.00	EACH	125.000	125.00
242	REMOVAL OF PAVEMENT STRIPE	1.00	LF	0.950	0.95
244	REMOVAL OF PAVEMENT MARKING	1.00	EACH	145.000	145.00

NOTES:

THERE WILL BE A MINIMUM CHARGE OF $5,000 PER WORK ORDER FOR PAVEMENT MARKINGS AND A MINIMUM CHARGE OF $3,000 PER WORK ORDER FOR PERMANENT SIGNING.

SCOPE-CALENDAR DAY TRAFFIC CONTROL:

- Proposal is bid on a calendar day rate - customer to plug in the amount of calendar days based on his estimate and schedule.
- Unless otherwise noted our calendar daily rate will be charged for our equipment layout days, days to do equipment resets and equipment pick up days, during days of contractor non-work days while traffic control devices are on the project.
- Customer is responsible to notify us when hazards inside the construction work zone(s) need to be barricaded for pedestrian and bicycle safety.
- Proposal includes necessary sandbags, warning flags, warning lights on required devices.

- All Traffic Control Services and Items are subject to gross receipts tax payable to RoadSafe, LLC unless a NTTC Type 5 or 6 for subcontracted services is provided.
- Traffic control plan sheets are $75.00 per sheet. (N.T.S. and Non-Engineered)
- Traffic control plan sheets are $150.00 per sheet if Customer is managing their own traffic control.
- P.E. review and stamp of our traffic control plans are $160.00 per sheet (discount for multiple sheets) - plans are drafted in accordance with local standards/specifications and the MUTCD.
- Special/business access signs $13.50/SF.
- Daily rental rate of $125.00 per each variable message board.
- Flagline-$9.50/roll, caution tape-$16.00/roll.
- Chip-seal markers installed-$1.75/ea, chip-seal markers removed-$4.00/ea (traffic control hourly charges will apply to installation or removal of.)

Traffic Control Excludes:

- Off duty law enforcement, barrier wall, impact attenuators, glare shielding, light towers, striping or removal, flagperson(s), pilot car or driver, 24/7 or double shift labor coverage.

SCOPE-PAVEMENT MARKINGS:

- All pavement markings conform to City of Santa Fe and NMDOT specifications.
- Customer to ensure that roadway is clean for placement of pavement markings and that all other construction activities are complete prior to RoadSafe beginning permanent striping operations.
- Customer to provide stripe survey control points prior to RoadSafe (both temporary and permanent striping) arriving at job-site at 40' intervals maximum in white paint. $325.00 / hour will be charged to add control points if they are not layed out at 40' intervals. This rate applies to any stand-by time.
- Customer to ensure ALL cure is removed from concrete surfaces prior to placement of final striping.
- IF CHIP SEAL MARKERS ARE USED ON FINAL PAVEMENT LIFT, PLEASE OFF-SET THEM SO THEY DO NOT INTERFERE WITH PLACEMENT OF FINAL STRIPING

Pavement Marking Excludes:

- Multiple phasing for installation, stand-by time, any additional traffic control measures, heavy sweeping, any cure removal, incidental striping or obliteration of, seal after obliteration, removal of chip seal tabs.

SCOPE-PAVEMENT MARKING REMOVAL:

- Removal is quoted with waterblasting method. Removal is quoted with (XX) MOVE-IN(s), additionals will be $2,500.00 per occurrence.
- Customer to provide on-site clean potable water source and disposal area for greywater and laitance.
- If customer can not provide disposal area, a $500.00 fee will apply per each dump trip.
- Cure removal-$4.50/SF

Removal Excludes:
- Traffic Control, concrete joint seal protection, heavy sweeping, any pavement seal after removal operations.

SCOPE-PERMANENT SIGNING:
- All permanent signing items conform to City of Santa Fe and NMDOT specifications.
- Customer to ensure that roadway, median and shoulder construction is complete prior to RoadSafe beginning permanent signing operations.
- Customer to provide sign survey, STAKING AND WHITE LINING (so we can call in 811 line locates) prior to RoadSafe arriving at job-site. $75.00/hour will be charged, port-to-port, if white lining is not provided by customer during staking.
- PLEASE PROVIDE 4" SLEEVED HOLES IN NEW CONCRETE OR ASPHALT FOR SIGN BASE POSTS TO AVOID CORING ISSUES.
- Asphalt/concrete coring-$250.00/hole.
- Existing sign removals-$65.00/post.
- Curb/median nose painting-$4.50/SF

Permanent Signing Excludes:
- Multiple phasing for installation, Traffic control, any electrical work, existing sign removals, slip-bases, concrete, concrete or asphalt coring.

SCHEDULING WORK: Please schedule with minimum 2 weeks advanced notice, subject to availability.

NOTES GENERAL:
- Our quote, in its entirety, shall be incorporated into the subcontract agreement or purchase/work order issued.
- Quantities shown above are an estimate only, actual installed quantities installed will be invoiced.
- This quote expires after 30 Days (Unit prices may be adjusted for purchase/work orders or subcontracts recieved after 30 days - in addition, our availability to accept the work may have changed.)
- Excludes: Bonds, taxes, testing, permits, any fees or anything not specifically included above.
- Our quote specifically excludes any obligation in the contract to have, provide or self-perform any engineering services and or design as related to our scope of work.
- BUSINESS INFORMATION: Contractors License#: 411465 -GA98, GF98, GS04. Department of Workforce Solutions#: 22610844182023 - Registration Date: 3/8/2023. Federal Tax ID#: 26-1084418 NM CRS State ID#: 03-132838-00-5

ACCEPTED:
The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer:_____

Signature:_____

Date of Acceptance:_____

Item# 23-0223
Munis Contract# _____

CITY OF SANTA FE

CONSTRUCTION CONTRACT

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

RECITALS

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

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

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

The CITY and the CONTRACTOR agree:

1. **Scope of Work.**

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

A. General:

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

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

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

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

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

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

B. Specific:

1. Maintenance of Traffic

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

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

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

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

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

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

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

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

2. Rights in and use of Materials

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

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

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

3. Storage of Materials

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

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

4. Final Clean Up

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

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

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

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

5. Compliance with Plans and Specifications

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

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

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

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

6. Coordination with Utilities

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

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

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

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

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

7. Cooperation between Contractors

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

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

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

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

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

8. Inspection of Work

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

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

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

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

9. Removal of Unacceptable and Unauthorized Work

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

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

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

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

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

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

10. Maintenance During Construction

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

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

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

11. Failure to Maintain Roadway or Structure

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

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

12. Project Closure

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

f. Step VI. Final Inspection
g. Step VII. Contractor Submittal of Final Documentation
h. Step VIII. Physical Completion and Release of Retainage and Final Payment

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

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

b. Step II. Completion Conference

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

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

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

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

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

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

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

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

The Contractor shall provide written notification to the Construction/Project Manager that the punch list is complete and request final inspection.

f. Step VI. Final Inspection

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

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

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

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

g. Step VII. Contractor Submittal of Final Documentation

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

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

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

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

Upon the completion of Steps "a" through "g" of Project Closure the Construction/Project Manager shall provide a written determination of physical completion to the Contractor. The City shall not release retained amounts until physical completion and when the Contractor fully

complies with all Contract requirements.

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

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

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

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

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

C. Notice to Contractors

1. Special Contract Requirements: Owner/Contractor

You are hereby advised of the following:

a. The City of Santa Fe is the Principal Owner/Agency for the subject project. Any reference to the New Mexico Department of Transportation (NMDOT) or New Mexico State Highway and Transportation Department within this bidding documents, shall be interpreted as, "City of Santa Fe".

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

2. Existing Conditions

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

The Contractor shall notify 811 before beginning any work.

3. Overcharges

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

4. Contract Time

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

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

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

c. Contract Completion Date
The day count for all work will be assigned by the Construction/Project Manager on a task-by-task basis. If the day count is not met, the Contractor shall be assessed liquidated damages for each consecutive working day or calendar day in excess of the

completion date in accordance with the Contract.

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

5. Night Work and City Noise Ordinance

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

6. Cooperation with Utilities

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

The Contractor shall preserve line location markings or provide an offset mark before obliterating a locate mark. Restrictions exist regarding the use of emergency line locates. An emergency is defined as an excavation that must be performed due to circumstances beyond the control of the Contractor and that affects public health, safety or welfare. Emergency locate request shall not be used to circumvent poor job planning or economic consequences.

a. City Owned Facility Infrastructure

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

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

b. Non-City Owned Utility Infrastructure

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

c. Utility Owners and Their Contract Information:

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

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

UTILITY OWNER: CenturyLink
Century Link – Fiber Optic and Phone Lines
Contact: Ben Wiltbank, Terra Technologies LLC

505.252.9472, Benjamin.Wiltbank@lumen.com

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

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

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

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

7. Restricted Work Hours

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

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

8. Historic District Concrete Color

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

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

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

The color added to the concrete for the above mentioned items shall be included in the cost of

the items, no additional payment will be made.

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

9. Material, Compaction and Other Testings

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

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

Testing shall be done using a commercial materials testing laboratory.

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

The Contractor shall submit testing laboratory invoices monthly.

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

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

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

10. Mobilization

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

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

11. Traffic Control Management

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

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

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

Major traffic control projects are all those projects that include but are not limited to lane drops,

flag man operations, pilot-car operations, daily detours and lane/street closures.

D. Project: Per Task Order

E. City Department: Public Works

F. Distribution:

City	Regina Wheeler, Public Works Department Director
Contractor	JDR & Associates, LLC.
Engineer	TBD (per Task Order)
Construction Manager	TBD (per Task Order)
Project Manager	TBD (per Task Order)

2. Compensation.

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

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

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

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

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

D. Escalation/Reduction Clause

For items in Attachment 1, the Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, City of Santa Fe and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Awarded Contractor shall submit all pricing increase requests to City of Santa Fe directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.) City's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. Requested price increases that exceed 10% will not be accepted. No price increase may result in a higher profit margin for the Awarded Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If Awarded Vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

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

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

3. Term.

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

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto

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

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

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business

income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Construction Contract Performance and Payment Bond.

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

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

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

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

14. Amendment.

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

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

1. Change Orders

A. Changes. The Contractor may only make changes or revisions within the

Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to tasks or sub-task as defined in the Scope of Work. Under no circumstance shall such change affect the:

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

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

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

(a) the name of the person requesting the change;
(b) a summary of the required change;
(c) the start date for the change;
(d) the reason and necessity for change;
(e) the elements to be altered; and
(f) the impact of the change.

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

16. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Penalties for violation of law.

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

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or

gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law.

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

20. Workers Compensation.

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

21. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

22. Other Insurance

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

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

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

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or

that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

23. Records and Financial Audit.

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

24. Indemnification.

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

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition.

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

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not

waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

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

To the City: Regina Wheeler, Public Works Department, City of Santa Fe, P.O. Box 909, Santa Fe, NM 87504-0909, rawheeler@santafenm.gov.

To the Contractor: Donald R. Garcia, Owner, JDR & Associates, LLC, 274 Dinosaur Trail, Santa Fe, NM 87508, Donald.Jdr@gmail.com.

29. Authority.

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

30. Progress Payments.

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

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

31. Liquidated Damages.

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical

Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

32. Final Payment.

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

33. Schedule.

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

34. General and Special Provisions

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

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

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

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit

billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

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

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

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

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

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

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

K. Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

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

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

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

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: May 14, 2023

CONTRACTOR:
JDR & Associates, LLC

DONALD R. GARCIA
OWNER

DATE: 4/19/23

CRS# 03-541213-00-5

Registration # 230633

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV
GB MTG 05/10/2023

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Apr 18, 2023 16:24 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (May 12, 2023 17:57 MDT)

EMILY OSTER, FINANCE DIRECTOR

Various
Org. Name/Org#

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/8/2024

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

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

PRODUCER
Burke Insurance Group, LLC
1690 S. Telshor Blvd
Las Cruces NM 88011

CONTACT NAME: Angela Tolliver
PHONE (A/C, No, Ext): 575-524-2222 x4
FAX (A/C, No):
E-MAIL ADDRESS: atolliver@burke-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westfield National Insurance C	24120
INSURER B : Builders Trust of NM	525190
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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

COVERAGES **CERTIFICATE NUMBER:** 1116930350 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	CWP127261H	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	CWP127261H	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired and Non-Owned	$ 1,000,000 $ $ $ $ 1,000,000
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			CWP127261H	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC100-0006533-2024A	1/1/2024	1/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

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

See Attached...

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Item#_____
Munis Contract#__3204006_____
Original Contract Item#_23-0223_____
ITB #: _23/48/B_____

CITY OF SANTA FE
AMENDMENT No. 1 TO
Construction Contract
ITEM# 23-0223

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE on-call CONSTRUCTION CONTRACT, dated May 14, 2023 (the "Contract"), between the City of Santa Fe (the "City") and JDR & ASSOCIATES, LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide on-call roadway and trail construction services, which consists of, but are not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle, and pedestrian facilities, throughout the City of Santa Fe.

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

1. COMPENSATION.

Article 2, paragraph D of the Contract is amended by replacing Attachment 1 with the revised Attachment 1, attached hereto.

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

E. Cost Increases Due to Changes in Law

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

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

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

2. TERM:

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

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

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

3. CONTRACT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
JDR & ASSOCIATES, LLC.

Donald R. Garcia
Donald R. Garcia (Apr 11, 2025 15:47 MDT)

DONALD R. GARCIA
OWNER

DATE: Apr 11, 2025

CRS#03-541213-00-5

Registration #230633

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 14, 2025 08:51 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

A¢¢!//IMENT #1

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

BID OPENING DATE: 3/14/23 2:00PM MST							
ITB # 23/48/B - On-Call Roadway and Trails Construction Services							
Awarded Contractor: JDR & Associates (Item # 23-0223; Munis # 3204006)							
Item #	**Bid Item**	**Item description**	**Unit of Measure**	**Quantity**	**Current Unit Price Written in Numbers (Dollars & Cents)**	**Proposed New Unit Price Written in Numbers (Dollars & Cents)**	**Percentage of Increase/ (Decrease)**
1	203000	Unclassified Excavation	C.Y.	1	$15.00	$18.00	20%
2	203100	Borrow	C.Y.	1	$20.00	$24.00	20%
3	203200	Unsuitable Material Excavation (Sub-excavation)	C.Y.	1	$15.00	$18.00	20%
4	203205	Sub-excavation & Re-compaction	C.Y.	1	$18.00	$21.60	20%
5	203211	Unstable Subgrade Stabilization	S.Y.	1	$40.00	$48.00	20%
6	207000	Subgrade Preparation (1-500 SY/IN)	S.Y./IN	1	$0.50	$0.60	20%

7	207000A	Subgrade Preparation (501-1,500 SY/IN)	S.Y./IN	1	$0.40	$0.48	20%
8	207000B	Subgrade Preparation (1,501+ SY/IN)	S.Y./IN	1	$0.40	$0.48	20%
9	208000	Linear Grading	Mile	1	$6,000.00	$7,200.00	20%
10	209000	Blading and Reshaping	Mile	1	$6,500.00	$7,800.00	20%
11	210000	Excavation & Backfill for Major Structures	C.Y.	1	$25.00	$30.00	20%
12	210005	Temporary Retaining Wall/Sloping	S.F.	1	$20.20	$24.24	20%
13	302000	Process Placing & Compact Exterior Pavement	S.Y.	1	$2.25	$2.70	20%
14	303015	Base Course (1-500 SY/IN)	S.Y./IN	1	$2.50	$3.00	20%
15	303015A	Base Course (501-1,500 SY/IN)	S.Y./IN	1	$2.25	$2.70	20%
16	303015B	Base Course (1,501+ SY/IN)	S.Y./IN	1	$2.00	$2.40	20%
17	303160	Base Course 6”	S.Y.	1	$15.00	$18.00	20%
18	403600	Open Graded Friction Course Complete (5/8”)	S.Y./IN	1	$12.00	$14.40	20%
19	405000	Detour Pavement Construction	S.Y.	1	$110.00	$132.00	20%
20	407000	Asphalt Material for Tack Coat	Ton	1	$800.00	$960.00	20%
21	407000A	Fog Seal for Roadway	Ton	1	$900.00	$1,080.00	20%
22	407000B	Fog Seal for Trails	Ton	1	$1,000.00	$1,200.00	20%
23	403701	Open Graded Friction Course Complete	Ton	1	$180.00	$216.00	20%
24	408100	Prime Coat Material	Ton	1	$900.00	$1,080.00	20%

25	411000	Hot Poured Crack Sealing	LB	1	$3.25	$3.90	20%
26	411100	Polymer Binder/Aggregate Blend Crack Repair (1” – 6” Wide cracks)	LB	1	$3.20	$3.84	20%
27	414000	Cold Milling (Asphalt) (1-10,000 SY/IN)	S.Y./IN	1	$2.15	$2.58	20%
28	414000A	Cold Milling (Asphalt) (10,001 – 50,000 SY/IN)	S.Y./IN	1	$2.15	$2.58	20%
29	414000B	Cold Milling (Asphalt) (50,001+ SY/IN)	S.Y./IN	1	$2.15	$2.58	20%
30	414120	Cold Milling (Asphalt) 2”	S.Y.	1	$20.00	$24.00	20%
31	416000	Minor Pavement	S.Y./IN	1	$15.00	$18.00	20%
32	416107	Minor Paving Type I, HMASP-III	S.Y.	1	$30.00	$36.00	20%
33	417000	Miscellaneous Paving	S.Y.	1	$33.00	$39.60	20%
34	417100	Asphalt Curb (6” Width)	L.F.	1	$15.00	$18.00	20%
35	423250	HMA-SP-III Complete (1-10,000 SY/IN)	S.Y./IN	1	$7.00	$8.40	20%
36	426250A	HMA-SP-III Complete (10,001 – 50,000 SY/IN)	S.Y./IN	1	$6.00	$7.20	20%
37	426250B	HMA-SP-III Complete (50,001+ SY/IN)	S.Y./IN	1	$5.00	$6.00	20%
38	423283	HMA SP-IV Complete	Ton	1	$220.00	$264.00	20%
39	423283A	HMA SP-IV Complete-6422 Oil (1-10,000 SY/IN)	S.Y/IN	1	$10.00	$12.00	20%

40	423283B	HMA SP-IV Complete-6422 Oil (10,001-50,000 SY/IN)	S.Y./IN	1	$8.00	$9.60	20%
41	423283C	HMA SP-IV Complete-6422 Oil (50,001+ SY/IN)	S.Y./IN	1	$7.50	$9.00	20%
42	451060	Concrete Pavement – 6” (Complete-Replace in-kind dowelled & wire mesh)	S.Y./IN	1	$5.00	$6.00	20%
43	451080	Concrete Pavement - 8”	S.Y.	1	$1.95	$2.34	20%
44	502030	Drilled Shaft Foundation 30” D	L.F.	1	$252.00	$302.40	20%
45	511000	Structural Concrete, CL A	C.Y.	1	$1,790.00	$2,148.00	20%
46	511500	Concrete Patch Work (1/4” to ½” Thick)	S.F.	1	$3.50	$4.20	20%
47	511501	Stucco (Color Determined by Project)	S.F.	1	$5.00	$6.00	20%
48	515000	Reinforced Concrete for Minor Structures	C.Y.	1	$600.00	$720.00	20%
49	516000	Flowable Fill	C.Y.	1	$120.00	$144.00	20%
50	531001	Permanent Anti-Graffiti Protective Coat	S.F.	1	$1.50	$1.80	20%
51	540060	Reinforcing Bars Grade 60	LB	1	$2.25	$2.70	20%
52	541200	Structural Steel for Miscellaneous Structures	LB	1	$4.50	$5.40	20%
53	543002A	Metal Railing, Type D	L.F.	1	$450.00	$540.00	20%
54	543002B	Metal Railing, Type W	L.F	1	$450.00	$540.00	20%

55	543002C	Metal Railing, Type Thrie	L.F.	1	$450.00	$540.00	20%
56	570012	12" Culvert Pipe	L.F.	1	$62.00	$74.40	20%
57	570018	18" Culvert Pipe	L.F.	1	$94.00	$112.80	20%
58	570024	24" Culvert Pipe	L.F.	1	$130.00	$156.00	20%
59	570025	24" Culvert Pipe End Section	EACH	1	$450.00	$540.00	20%
60	570030	30" Culvert Pipe	L.F.	1	$145.00	$174.00	20%
61	570031	30" Culvert Pipe End Section	EACH	1	$550.00	$660.00	20%
62	570036	36" Culvert Pipe	L.F.	1	$205.00	$246.00	20%
63	570037	36" Culvert Pipe End Section	EACH	1	$1,300.00	$1,560.00	20%
64	570048	48" Culvert Pipe	L.F.	1	$260.00	$312.00	20%
65	570049	48" Culvert Pipe End Section	EACH	1	$3,800.00	$4,560.00	20%
66	570425	18" Storm Drain Culvert Pipe	L.F.	1	$140.00	$168.00	20%
67	570429	18" Storm Drain Culvert Pipe End Section	EACH	1	$980.00	$1,176.00	20%
68	570437	24" Storm Drain Culvert Pipe	L.F.	1	$207.00	$248.40	20%
69	570441	24" Storm Drain Culvert Pipe End Section	EACH	1	$1,300.00	$1,560.00	20%
70	571000	3/8” Diamond Plate	S.F.	1	$35.00	$42.00	20%
71	601110	Removal of Surfacing	S.Y.	1	$9.00	$10.80	20%
72	602010	Riprap Class B	C.Y.	1	$250.00	$300.00	20%
73	602030	Riprap Class D	C.Y.	1	$200.00	$240.00	20%
74	602060	Riprap Class G	C.Y.	1	$220.00	$264.00	20%

75	602200	Gabions with rocks	C.Y.	1	$280.00	$336.00	20%
76	603100	Temporary Soil Stabilant	ACRE	1	$450.00	$540.00	20%
77	603200	Silt Fence	L.F.	1	$8.00	$9.60	20%
78	603220	Check Dam Type I	L.F.	1	$8.00	$9.60	20%
79	603250	Drop Inlet Protection Type I	EACH	1	$200.00	$240.00	20%
80	603251	Drop Inlet Protection Type II	EACH	1	$200.00	$240.00	20%
81	603261	Mulch Socks	L.F.	1	$8.00	$9.60	20%
82	603262	Composted Mulch Socks	L.F.	1	$8.00	$9.60	20%
83	606000	Metal Barrier W-Beam	L.F.	1	$50.00	$60.00	20%
84	606010	Metal Barrier Thrie - Beam	L.F.	1	$130.00	$156.00	20%
85	606050	Metal Barrier End Treatment (Anchorage)	EACH	1	$3,000.00	$3,600.00	20%
86	606051	End Treatment TL-3 End Terminal	EACH	1	$4,500.00	$5,400.00	20%
87	606052	End Treatment TL-2 End Terminal	EACH	1	$3,750.00	$4,500.00	20%
88	606054	End Treatment Thrie - Beam End Anchor	EACH	1	$4,500.00	$5,400.00	20%
89	606499	Post and Cable Barrier	L.F.	1	$18.00	$21.60	20%
90	607004	Barbed Wire Fence 4'	L.F.	1	$6.50	$7.80	20%
91	607005	Barbless Wire Fence 4'	L.F.	1	$6.50	$7.80	20%
92	607026	Chain Link Fence 6'	L.F.	1	$23.00	$27.60	20%
93	607079	Pedestrian/Bicycle Railing	L.F.	1	$45.00	$54.00	20%
94	607080	Bike Racks	EACH	1	$2,000.00	$2,400.00	20%

95	607455	Chain Link Gate, 8' X 8’	EACH	1	$1,500.00	$1,800.00	20%
96	608004	Concrete Sidewalk 4", (1-100 SY)	S.Y.	1	$120.00	$144.00	20%
97	608004A	Concrete Sidewalk 4", (101-500 SY)	S.Y.	1	$115.00	$138.00	20%
98	608004B	Concrete Sidewalk 4" (501+ SY)	S.Y.	1	$110.00	$132.00	20%
99	608005	Concrete Sidewalk 4" **Colored** (1-100 SY)	S.Y.	1	$140.00	$168.00	20%
100	608005A	Concrete Sidewalk 4" **Colored** (101-500 SY)	S.Y.	1	$135.00	$162.00	20%
101	608005B	Concrete Sidewalk 4" **Colored** (501+ SY)	S.Y.	1	$130.00	$156.00	20%
102	608106	Drive Pad 6"	S.Y.	1	$140.00	$168.00	20%
103	608204	Concrete Median Pavement 4"	S.Y.	1	$120.00	$144.00	20%
104	608300	Detectable Warning Plastic	S.F.	1	$25.00	$30.00	20%
105	608400	Ada Ramp	S.Y.	1	$65.00	$78.00	20%
106	608404	Concrete Medium Pavement 4" (Colored & Patterned)	S.Y.	1	$140.00	$168.00	20%
107	609200	Header Curb	L.F.	1	$35.00	$42.00	20%
108	609202	12”-18” Tall Cut-Off Wall	L.F.	1	$35.00	$42.00	20%
109	609204	Concrete Fillets (Valley Gutter Exclusive)	S.Y.	1	$110.00	$132.00	20%
110	609318	Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF)	L.F.	1	$28.00	$33.60	20%

111	609318A	Concrete Sloped Curb and Gutter 6" X 18" (251+ LF)	L.F.	1	$26.00	$31.20	20%
112	609318B	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (1-250 LF)	L.F.	1	$33.00	$39.60	20%
113	609318C	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (251+ LF)	L.F.	1	$31.00	$37.20	20%
114	609324	Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF)	L.F.	1	$38.00	$45.60	20%
115	609324A	Concrete Sloped Curb and Gutter 6" X 24" (101+ LF)	L.F.	1	$36.00	$43.20	20%
116	609324B	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (1-100 LF)	L.F.	1	$43.00	$51.60	20%
117	609324C	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (101+ LF)	L.F.	1	$41.00	$49.20	20%
118	609412	Concrete Vertical Curb & Gutter B 6"X12”	L.F.	1	$26.00	$31.20	20%
119	609418	Concrete Vertical Curb & Gutter B 6"X18", (1-25 LF)	L.F.	1	$28.00	$33.60	20%
120	609418A	Concrete Vertical Curb & Gutter B 6"X18", (26-250 LF)	L.F.	1	$26.00	$31.20	20%
121	609418B	Concrete Vertical Curb & Gutter B 6"X18", (251+ LF)	L.F.	1	$26.00	$31.20	20%

122	609418C	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (1-25 LF)	L.F.	1	$33.00	$39.60	20%
123	609418D	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (26-250 LF)	L.F.	1	$31.00	$37.20	20%
124	609418E	Concrete Vertical Curb & Gutter B 6"X18" **Colored** (251+ LF)	L.F.	1	$31.00	$37.20	20%
125	609424	Concrete Vertical Curb & Gutter B 6" X 24"	L.F.	1	$38.00	$45.60	20%
126	609424A	Concrete Vertical Curb & Gutter B 6" X 24" **Colored**	L.F.	1	$43.00	$51.60	20%
127	609430	Concrete Vertical Curb & Gutter 6" X 30", (1-30 LF)	L.F.	1	$40.00	$48.00	20%
128	609430A	Concrete Vertical Curb & Gutter 6" X 30" (31-250 LF)	L.F.	1	$40.00	$48.00	20%
129	609430B	Concrete Vertical Curb & Gutter 6" X 30", (251+ LF)	L.F.	1	$38.00	$45.60	20%
130	609430C	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (1-30 LF)	L.F.	1	$45.00	$54.00	20%
131	609430D	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (31-250 LF)	L.F.	1	$45.00	$54.00	20%

132	609430E	Concrete Vertical Curb & Gutter 6" X 30" **Colored,** (251+ LF)	L.F.	1	$43.00	$51.60	20%
133	609600	Concrete Valley Gutter and Fillet 6" X Variable Width	L.F.	1	$45.00	$54.00	20%
134	609600A	Concrete Valley Gutter and Fillet **Colored,** 6" X Variable Width	L.F.	1	$50.00	$60.00	20%
135	609624	Concrete Valley Gutter 6" X 24"	L.F.	1	$42.00	$50.40	20%
136	609649	Concrete Valley Gutter 6" X 60"	L.F.	1	$80.00	$96.00	20%
137	609706	Concrete Laydown Curb and Gutter 6" X 24" (1-25 LF)	L.F.	1	$34.00	$40.80	20%
138	609706A	Concrete Laydown Curb and Gutter 6" X 24" (26-250 LF)	L.F.	1	$32.00	$38.40	20%
139	609706B	Concrete Laydown Curb and Gutter 6" X 24" (251+ LF)	L.F.	1	$32.00	$38.40	20%
140	609706C	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (1-25 LF)	L.F.	1	$39.00	$46.80	20%
141	609706D	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (26-250 LF)	L.F.	1	$37.00	$44.40	20%

142	609706E	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (251+ LF)	L.F.	1	$37.00	$44.40	20%
143	609999	Concrete Curb Returns (Complete)	S.Y.	1	$150.00	$180.00	20%
144	618000A	Traffic Control Management (Major)	DAY	1	$220.00	$264.00	20%
145	618000B	Traffic Control Management (Minor)	DAY	1	$110.00	$132.00	20%
146	623001	Median Drop Inlet Type I (Urban) H=3'1" to 6'0"	EACH	1	$13,000.00	$15,600.00	20%
147	623045	Median Drop Inlet (Valley/U) H=3'1" TO 6'0"	EACH	1	$8,000.00	$9,600.00	20%
148	623311	Curb Drop Inlet Type 1-B to 4'	EACH	1	$15,000.00	$18,000.00	20%
149	623405	Drop Inlet 4'X4' (Type II) H=4'-1" TO 6'-0"	EACH	1	$11,000.00	$13,200.00	20%
150	623501	Transverse Drop Inlet	EACH	1	$10,000.00	$12,000.00	20%
151	623600	Junction Box	EACH	1	$600.00	$720.00	20%
152	623999	Modify Existing Inlet	EACH	1	$3,000.00	$3,600.00	20%
153	632000	Class A Seeding	ACRE	1	$8,712.00	$10,454.40	20%
154	632020	Class C Seeding	ACRE	1	$15,300.00	$18,360.00	20%
155	632100	Manhole Extension	EACH	1	$600.00	$720.00	20%
156	662300	Tie to Existing Manhole	EACH	1	$2,500.00	$3,000.00	20%

157	662400	Manhole Adjustments (Frame and Collar Cover to be Considered Incidental to This Pay Item)	EACH	1	$950.00	$1,140.00	20%
158	662500	Manhole Frame and Cover	EACH	1	$400.00	$480.00	20%
159	663001	Pressure-Reducing Valve (PRV) Relocation (refer to Section 663, SSHBC)	EACH	1	$7,000.00	$8,400.00	20%
160	663110	Remove & Relocate Fire Hydrant	EACH	1	$7,500.00	$9,000.00	20%
161	663850	Water Valve Adjustment	EACH	1	$400.00	$480.00	20%
162	663855	Adjust Valve Box to Grade	EACH	1	$300.00	$360.00	20%
163	667110	Mailbox Installation - Single	EACH	1	$200.00	$240.00	20%
164	667209	Crusher Fines	C.Y.	1	$35.00	$42.00	20%
165	667210	Landscape Gravel, (Santa Fe Brown)	S.Y./IN	1	$15.00	$18.00	20%
166	667500	Bollard	EACH	1	$850.00	$1,020.00	20%
167	667501	Parking Bumpers	EACH	1	$190.00	$228.00	20%
168	667505	Lay New Brick Sidewalk	S.Y.	1	$120.00	$144.00	20%
169	667510	Remove and Reset Brick Sidewalk	S.Y.	1	$100.00	$120.00	20%
170	667515	Litter Receptacle	EACH	1	$900.00	$1,080.00	20%
171	667520A	Park Bench 6’	EACH	1	$1,000.00	$1,200.00	20%
172	667520B	Park Bench 8’	EACH	1	$1,200.00	$1,440.00	20%

173	701000	Panel Signs	S.F.	1	$39.00	$46.80	20%
174	701100	Steel Post and Base Post for Aluminum Panel Signs	L.F.	1			
175	701030	Remove and Reset Panel Sign	EACH	1	$500.00	$600.00	20%
176	701100	Steel/Base Post for Aluminum Panel Signs	L.F.	1	$20.00	$24.00	20%
177	702000	Construction Signing	S.F.	1	$0.20	$0.24	20%
178	702110	Portable Sign Support	EACH	1	$2.00	$2.40	20%
179	702110	Portable Sign Support	EACH	1			
180	702320	Vertical Panel	EACH	1	$0.60	$0.72	20%
181	702610	Portable Changeable Message Sign	EACH	1	$22,353.50	$26,824.20	20%
182	702700	Temporary Traffic Signal Span (refer to Section 702, SSHBC)	EACH	1	$22,300.00	$26,760.00	20%
183	702710	Mobile Traffic Signal System	EACH	1	$75,400.00	$90,480.00	20%
184	703300	Reflective Barrier Delineator	EACH	1	$45.00	$54.00	20%
185	704000	Retroreflectorized Painted Markings 4", (Layout Inclusive)	L.F.	1	$1.00	$1.20	20%
186	704004	Retroreflectorized Painted Markings 12" (Layout Inclusive)	L.F.	1	$5.00	$6.00	20%
187	704099	Temporary Retroreflectorized Painted Markings 4"	L.F.	1	$1.00	$1.20	20%

188	704100	Removable Marking Tape 4"	L.F.	1	$3.00	$3.60	20%
189	704104	Removable Marking Tape 12"	L.F.	1	$3.00	$3.60	20%
190	704704	Hot Thermoplastic Pavement Marking 24"	L.F.	1	$15.00	$18.00	20%
191	704716	Hot Thermoplastic Pavement Marking (Thru/LT) Arrow	EACH	1	$400.00	$480.00	20%
192	704717	Hot Thermoplastic Pavement Marking Right Arrow	EACH	1	$300.00	$360.00	20%
193	704718	Hot Thermoplastic Pavement Marking Left Arrow	EACH	1	$300.00	$360.00	20%
194	704719	Hot Thermoplastic Pavement Marking Thru Arrow	EACH	1	$250.00	$300.00	20%
195	704720	Hot Thermoplastic Pavement Marking Word (Only)	EACH	1	$350.00	$420.00	20%
196	704728	Hot Thermoplastic Pavement Marking Yield Line	L.F.	1	$50.00	$60.00	20%
197	704734	Hot Thermoplastic Pavement Marking Sharrow Symbol	EACH	1	$300.00	$360.00	20%
198	704738	Hot Thermoplastic Pavement Marking Word (Yield)	EACH	1	$450.00	$540.00	20%
199	704754	Hot Thermoplastic Stripe 4”	L.F.	1	$0.80	$0.96	20%

200	704754A	Retroreflective Preformed Patterned Pavement Stripe 4”-3801-ES 3M Tape	L.F.	1	$8.00	$9.60	20%
201	704762	Hot Thermoplastic Stripe 12”	L.F.	1	$7.50	$9.00	20%
202	704762A	Retroreflective Preformed Patterned Pavement Stripe 12”-3801-ES 3M Tape	L.F.	1	$16.00	$19.20	20%
203	704764	Hot Thermoplastic Stripe 24”	L.F.	1	$15.00	$18.00	20%
204	704764A	Retroreflective Preformed Patterned Pavement Stripe 24”-3801-ES 3M Tape	L.F.	1	$32.00	$38.40	20%
205	704765	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Right) Arrow – 3801-ES 3M Tape	EACH	1	$1,400.00	$1,680.00	20%
206	704766	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Left) Arrow – 3801-ES 3M Tape	EACH	1	$1,400.00	$1,680.00	20%

207	704767	Retroreflective Preformed Patterned Pavement Marking Right Arrow – 3801-ES 3M, Tape	EACH	1	$750.00	$900.00	20%
208	704768	Retroreflective Preformed Patterned Pavement Marking Left Arrow – 3801-ES 3M Tape	EACH	1	$750.00	$900.00	20%
209	704769	Retroreflective Preformed Patterned Pavement Marking Thru Arrow – 3801-ES 3M, Tape	EACH	1	$750.00	$900.00	20%
210	704770	Retroreflective Preformed Patterned Pavement Marking Words (Only) – 3801-ES 3M, Tape	EACH	1	$1,300.00	$1,560.00	20%
211	704771	Retroreflective Preformed Patterned Pavement Marking Words (Stop) – 3801-ES 3M, Tape	EACH	1	$1,400.00	$1,680.00	20%
212	704774	Retroreflective Preformed Patterned Pavement Marking Words (X-ING) – 3801-ES 3M, Tape	EACH	1	$1,400.00	$1,680.00	20%

213	704775	Retroreflective Preformed Patterned Pavement Marking Words (PED) – 3801-ES 3M, Tape	EACH	1	$1,200.00	$1,440.00	20%
214	704782	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Bike) – 3801-ES 3M Tape	EACH	**1**	$1,000.00	$1,200.00	20%
215	704784	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Sharrows) - 3801-ES 3M Tape	EACH	**1**	$1,200.00	$1,440.00	20%
216	704870	Snow Plowable Reflective Raised Pavement Marker Type PH (Removal Inclusive)	EACH	**1**	$200.00	$240.00	20%
217	706110	Service Riser (Lighting)	EACH	**1**	$3,170.00	$3,804.00	20%
218	706210	Meter Pedestal (Lighting)	EACH	**1**	$11,700.00	$14,040.00	20%
219	706420	Light Control Cabinet-2 Circuit	EACH	**1**	$8,780.00	$10,536.00	20%
220	707530	Type V Standard, 30'	EACH	**1**	$5,120.00	$6,144.00	20%
221	707540	Type V Standard, 40'	EACH	**1**	$7,920.00	$9,504.00	20%
222	707550	Type V Standard, 50'	EACH	**1**	$11,530.00	$13,836.00	20%
223	707742	Type V Standard, 40', 2 Arms	EACH	**1**	$5,526.00	$6,631.20	20%

224	707801	Remove & Reset Type I Standard Complete	EACH	**1**	$752.00	$902.40	20%
225	707810	Remove & Reset Light Stand & Luminaire	EACH	**1**	$2,169.00	$2,602.80	20%
226	707820	Remove & Reset Traffic Signal & Mast Arm	EACH	**1**	$5,583.00	$6,699.60	20%
227	709020	Rigid Electrical Conduit 2"	L.F.	**1**	$18.00	$21.60	20%
228	709030	Rigid Electrical Conduit 3"	L.F.	**1**	$25.00	$30.00	20%
229	709040	Rigid Electrical Conduit 4"	L.F.	**1**	$31.00	$37.20	20%
230	710000	Electrical Pull Box (Standard)	EACH	**1**	$1,215.00	$1,458.00	20%
231	710010	Electrical Pull Box (Large)	EACH	**1**	$1,305.00	$1,566.00	20%
232	711102	Single Conductor 2	L.F.	**1**	$5.40	$6.48	20%
233	711230	Single Conductor 3/0	L.F.	**1**	$9.40	$11.28	20%
234	716701	LED Roadway Luminaire	EACH	**1**	$760.00	$912.00	20%
235	720060	Vehicular Impact Attenuators Unit-Work Zones	EACH	**1**	$6,500.00	$7,800.00	20%
236	721000	Removal of Pavement Marking (Water Blasting)	L.F.	**1**	$3.00	$3.60	20%
237	721101	Removal of Pavement Marking Symbol (Water Blasting)	EACH	**1**	$500.00	$600.00	20%

Bidder's Total Cost	**$522,202.60**			
EXCEL Caclulation	**$372,682.00**	**$447,218.40**		
DIFFERENCE	**$149,520.60**	**$74,536.40**	**20%**	

CITY OF SANTA FE

Date: April 21, 2025

To: Governing Body

Via: Regina Wheeler, Public Works Department Director RW (Apr 22, 2025 12:47 MDT)

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

Subject: Amendment #1 to On-Call Construction Contract 23-0221

Vendor Name: EMCO of Santa Fe, LLC

Munis Vendor Number: 1254

ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to Construction Contract Item 23-0221 with EMCO of Santa Fe, LLC to Extend the Term through May 30, 2026, Update the Price List and Allow Contract Extensions for Up to Ten Years. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

CONTRACT NUMBER:

The Munis contract number is 3204004.

BACKGROUND AND SUMMARY:

On May 14, 2023, the Governing Body approved on-call construction contracts with EMCO of Santa Fe, LLC and three other vendors. These on-call contracts are essential to efficiently deploy funds for pavement rehabilitation and roadway and trails construction projects.

This amendment adjusts the pricing on the contract as provided for in Article 2, paragraph D "Escalation/Reduction Clause" which allows the contractor, at the time of contract renewal, to adjust pricing not to exceed 10% annually. Based on the contractor's request and verification by staff of increased costs for paving and concrete projects as published by NMDOT, prices will increase by 20%, cumulative for 2 years since contract establishment. The amendment also allows for adjusting pricing for changes in law such as tariffs that could affect costs.

Note that on-call contracts are not a guarantee of work and that task orders are issued as needs arise and funding is available. Staff requests quotes from multiple contractors for each project and Contractors may quote pricing that is lower that the contract price list.

This amendment also extends the contract through May 2026 and modifies the term to allow for extensions up to 10 years in accordance with NMSA 1978, Sections 13-1-150 through 152.

ATTACHMENTS:

Amendment #1
Price Increase Justification Letter
Original contract packet
COI

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Various

Budget Officer / Designee: Andy Hopkins **Date:** 04/25/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB **- ITB#23/48/B**

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 04/25/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes |** ☒ **No**

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

Comment/Exceptions: _____

Vehicles included? ☐ **Yes |** ☒ **No**

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: TBD

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

Comment/Exceptions: _____

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

Project Ledger Number: TBD

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

Comment/Exceptions: _____

Item#_____
Munis Contract#__3204004_____
Original Contract Item#_23-0221_____
ITB #: _23/48/B_____

CITY OF SANTA FE
AMENDMENT No. 1 TO
Construction Contract
ITEM# 23-0221

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE on-call CONSTRUCTION CONTRACT, dated May 14, 2023 (the "Contract"), between the City of Santa Fe (the "City") and EMCO of Santa Fe, LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide on-call roadway and trail construction services, which consists of, but are not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle, and pedestrian facilities, throughout the City of Santa Fe.

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

1. COMPENSATION.

Article 2, paragraph D of the Contract is amended by replacing Attachment 1 with the revised Attachment 1, attached hereto.

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

E. Cost Increases Due to Changes in Law

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

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

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

2. TERM:

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

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

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

3. CONTRACT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
EMCO of Santa Fe, LLC.

Katharine C Fishman
Katharine C Fishman (Apr 10, 2025 17:39 MDT)
KATHARINE C. FISHMAN
MANAGER

DATE: Apr 10, 2025

CRS # 03-245374-00-4

Registration # 225893

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 11, 2025 09:02 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Ostar
_____
FINANCE DIRECTOR

ATTACHMENT #1

CITY OF SANTA FE
PURCHASING OFFIC
200 Lincoln Ave Room 120 Santa F
Travis Dutton-Leyda – C
Purchasing Officer

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

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

Awarded Contractor: EMCO (Item # 23-0221

Item #	Bid Item	Item description	Unit of Measure	Quantity
1	203000	Unclassified Excavation	C.Y.	1
2	203100	Borrow	C.Y.	1
3	203200	Unsuitable Material Excavation (Sub-excavation)	C.Y.	1
4	203205	Sub-excavation & Re-compaction	C.Y.	1
5	203211	Unstable Subgrade Stabilization	S.Y.	1
6	207000	Subgrade Preparation (1-500 SY/IN)	S.Y./IN	1
7	207000A	Subgrade Preparation (501-1,500 SY/IN)	S.Y./IN	1
8	207000B	Subgrade Preparation (1,501+ SY/IN)	S.Y./IN	1
9	208000	Linear Grading	Mile	1
10	209000	Blading and Reshaping	Mile	1
11	210000	Excavation & Backfill for Major Structures	C.Y.	1
12	210005	Temporary Retaining Wall/Sloping	S.F.	1
13	302000	Process Placing & Compact Exterior Pavement	S.Y.	1
14	303015	Base Course (1-500 SY/IN)	S.Y./IN	1
15	303015A	Base Course (501-1,500 SY/IN)	S.Y./IN	1

16	303015B	Base Course (1,501+ SY/IN)	S.Y./IN	1
17	303160	Base Course 6”	S.Y.	1
18	403600	Open Graded Friction Course Complete (5/8”)	S.Y./IN	1
19	405000	Detour Pavement Construction	S.Y.	1
20	407000	Asphalt Material for Tack Coat	Ton	1
21	407000A	Fog Seal for Roadway	Ton	1
22	407000B	Fog Seal for Trails	Ton	1
23	403701	Open Graded Friction Course Complete	Ton	1
24	408100	Prime Coat Material	Ton	1
25	411000	Hot Poured Crack Sealing	LB	1
26	411100	Polymer Binder/Aggregate Blend Crack Repair (1” – 6” Wide cracks)	LB	1
27	414000	Cold Milling (Asphalt) (1-10,000 SY/IN)	S.Y./IN	1
28	414000A	Cold Milling (Asphalt) (10,001 – 50,000 SY/IN)	S.Y./IN	1
29	414000B	Cold Milling (Asphalt) (50,001+ SY/IN)	S.Y./IN	1
30	414120	Cold Milling (Asphalt) 2”	S.Y.	1
31	416000	Minor Pavement	S.Y./IN	1
32	416107	Minor Paving Type I, HMASP-III	S.Y.	1
33	417000	Miscellaneous Paving	S.Y.	1
34	417100	Asphalt Curb (6” Width)	L.F.	1
35	423250	HMA-SP-III Complete (1-10,000 SY/IN)	S.Y./IN	1
36	426250A	HMA-SP-III Complete (10,001 – 50,000 SY/IN)	S.Y./IN	1
37	426250B	HMA-SP-III Complete (50,001+ SY/IN)	S.Y./IN	1
38	423283	HMA SP-IV Complete	Ton	1
39	423283A	HMA SP-IV Complete-6422 Oil (1-10,000 SY/IN)	S.Y/IN	1
40	423283B	HMA SP-IV Complete-6422 Oil (10,001-50,000 SY/IN)	S.Y./IN	1
41	423283C	HMA SP-IV Complete-6422 Oil (50,001+ SY/IN)	S.Y./IN	1
42	451060	Concrete Pavement – 6” (Complete-Replace in-kind dowelled & wire mesh)	S.Y./IN	1

43	451080	Concrete Pavement - 8”	S.Y.	1
44	502030	Drilled Shaft Foundation 30” D	L.F.	1
45	511000	Structural Concrete, CL A	C.Y.	1
46	511500	Concrete Patch Work (1/4” to ½” Thick)	S.F.	1
47	511501	Stucco (Color Determined by Project)	S.F.	1
48	515000	Reinforced Concrete for Minor Structures	C.Y.	1
49	516000	Flowable Fill	C.Y.	1
50	531001	Permanent Anti-Graffiti Protective Coat	S.F.	1
51	540060	Reinforcing Bars Grade 60	LB	1
52	541200	Structural Steel for Miscellaneous Structures	LB	1
53	543002A	Metal Railing, Type D	L.F.	1
54	543002B	Metal Railing, Type W	L.F	1
55	543002C	Metal Railing, Type Thrie	L.F.	1
56	570012	12" Culvert Pipe	L.F.	1
57	570018	18" Culvert Pipe	L.F.	1
58	570024	24" Culvert Pipe	L.F.	1
59	570025	24" Culvert Pipe End Section	EACH	1
60	570030	30" Culvert Pipe	L.F.	1
61	570031	30" Culvert Pipe End Section	EACH	1
62	570036	36" Culvert Pipe	L.F.	1
63	570037	36" Culvert Pipe End Section	EACH	1
64	570048	48" Culvert Pipe	L.F.	1
65	570049	48" Culvert Pipe End Section	EACH	1
66	570425	18" Storm Drain Culvert Pipe	L.F.	1
67	570429	18" Storm Drain Culvert Pipe End Section	EACH	1
68	570437	24" Storm Drain Culvert Pipe	L.F.	1
69	570441	24" Storm Drain Culvert Pipe End Section	EACH	1
70	571000	3/8” Diamond Plate	S.F.	1
71	601110	Removal of Surfacing	S.Y.	1
72	602010	Riprap Class B	C.Y.	1
73	602030	Riprap Class D	C.Y.	1
74	602060	Riprap Class G	C.Y.	1
75	602200	Gabions with rocks	C.Y.	1
76	603100	Temporary Soil Stabilant	ACRE	1
77	603200	Silt Fence	L.F.	1
78	603220	Check Dam Type I	L.F.	1

79	603250	Drop Inlet Protection Type I	EACH	1
80	603251	Drop Inlet Protection Type II	EACH	1
81	603261	Mulch Socks	L.F.	1
82	603262	Composted Mulch Socks	L.F.	1
83	606000	Metal Barrier W-Beam	L.F.	1
84	606010	Metal Barrier Thrie - Beam	L.F.	1
85	606050	Metal Barrier End Treatment (Anchorage)	EACH	1
86	606051	End Treatment TL-3 End Terminal	EACH	1
87	606052	End Treatment TL-2 End Terminal	EACH	1
88	606054	End Treatment Thrie - Beam End Anchor	EACH	1
89	606499	Post and Cable Barrier	L.F.	1
90	607004	Barbed Wire Fence 4'	L.F.	1
91	607005	Barbless Wire Fence 4'	L.F.	1
92	607026	Chain Link Fence 6'	L.F.	1
93	607079	Pedestrian/Bicycle Railing	L.F.	1
94	607080	Bike Racks	EACH	1
95	607455	Chain Link Gate, 8' X 8’	EACH	1
96	608004	Concrete Sidewalk 4", (1-100 SY)	S.Y.	1
97	608004A	Concrete Sidewalk 4", (101-500 SY)	S.Y.	1
98	608004B	Concrete Sidewalk 4" (501+ SY)	S.Y.	1
99	608005	Concrete Sidewalk 4" **Colored** (1-100 SY)	S.Y.	1
100	608005A	Concrete Sidewalk 4" **Colored** (101-500 SY)	S.Y.	1
101	608005B	Concrete Sidewalk 4" **Colored** (501+ SY)	S.Y.	1
102	608106	Drive Pad 6"	S.Y.	1
103	608204	Concrete Median Pavement 4"	S.Y.	1
104	608300	Detectable Warning Plastic	S.F.	1
105	608400	Ada Ramp	S.Y.	1
106	608404	Concrete Medium Pavement 4" (Colored & Patterned)	S.Y.	1
107	609200	Header Curb	L.F.	1
108	609202	12”-18” Tall Cut-Off Wall	L.F.	1
109	609204	Concrete Fillets (Valley Gutter Exclusive)	S.Y.	1

110	609318	Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF)	L.F.	1
111	609318A	Concrete Sloped Curb and Gutter 6" X 18" (251+ LF)	L.F.	1
112	609318B	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (1-250 LF)	L.F.	1
113	609318C	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (251+ LF)	L.F.	1
114	609324	Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF)	L.F.	1
115	609324A	Concrete Sloped Curb and Gutter 6" X 24" (101+ LF)	L.F.	1
116	609324B	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (1-100 LF)	L.F.	1
117	609324C	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (101+ LF)	L.F.	1
118	609412	Concrete Vertical Curb & Gutter B 6"X12”	L.F.	1
119	609418	Concrete Vertical Curb & Gutter B 6"X18", (1-25 LF)	L.F.	1
120	609418A	Concrete Vertical Curb & Gutter B 6"X18", (26-250 LF)	L.F.	1
121	609418B	Concrete Vertical Curb & Gutter B 6"X18", (251+ LF)	L.F.	1
122	609418C	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (1-25 LF)	L.F.	1
123	609418D	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (26-250 LF)	L.F.	1
124	609418E	Concrete Vertical Curb & Gutter B 6"X18" **Colored** (251+ LF)	L.F.	1
125	609424	Concrete Vertical Curb & Gutter B 6" X 24"	L.F.	1
126	609424A	Concrete Vertical Curb & Gutter B 6" X 24" **Colored**	L.F.	1
127	609430	Concrete Vertical Curb & Gutter 6" X 30", (1-30 LF)	L.F.	1

128	609430A	Concrete Vertical Curb & Gutter 6" X 30" (31-250 LF)	L.F.	1
129	609430B	Concrete Vertical Curb & Gutter 6" X 30", (251+ LF)	L.F.	1
130	609430C	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (1-30 LF)	L.F.	1
131	609430D	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (31-250 LF)	L.F.	1
132	609430E	Concrete Vertical Curb & Gutter 6" X 30" **Colored,** (251+ LF)	L.F.	1
133	609600	Concrete Valley Gutter and Fillet 6" X Variable Width	L.F.	1
134	609600A	Concrete Valley Gutter and Fillet **Colored,** 6" X Variable Width	L.F.	1
135	609624	Concrete Valley Gutter 6" X 24"	L.F.	1
136	609649	Concrete Valley Gutter 6" X 60"	L.F.	1
137	609706	Concrete Laydown Curb and Gutter 6" X 24" (1-25 LF)	L.F.	1
138	609706A	Concrete Laydown Curb and Gutter 6" X 24" (26-250 LF)	L.F.	1
139	609706B	Concrete Laydown Curb and Gutter 6" X 24" (251+ LF)	L.F.	1
140	609706C	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (1-25 LF)	L.F.	1
141	609706D	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (26-250 LF)	L.F.	1
142	609706E	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (251+ LF)	L.F.	1
143	609999	Concrete Curb Returns (Complete)	S.Y.	1
144	618000A	Traffic Control Management (Major)	DAY	1
145	618000B	Traffic Control Management (Minor)	DAY	1

146	623001	Median Drop Inlet Type I (Urban) H=3'1" to 6'0"	EACH	1
147	623045	Median Drop Inlet (Valley/U) H=3'1" TO 6'0"	EACH	1
148	623311	Curb Drop Inlet Type 1-B to 4’	EACH	1
149	623405	Drop Inlet 4'X4' (Type II) H=4'-1" TO 6'-0"	EACH	1
150	623501	Transverse Drop Inlet	EACH	1
151	623600	Junction Box	EACH	1
152	623999	Modify Existing Inlet	EACH	1
153	632000	Class A Seeding	ACRE	1
154	632020	Class C Seeding	ACRE	1
155	632100	Manhole Extension	EACH	1
156	662300	Tie to Existing Manhole	EACH	1
157	662400	Manhole Adjustments (Frame and Collar Cover to be Considered Incidental to This Pay Item)	EACH	1
158	662500	Manhole Frame and Cover	EACH	1
159	663001	Pressure-Reducing Valve (PRV) Relocation (refer to Section 663, SSHBC)	EACH	1
160	663110	Remove & Relocate Fire Hydrant	EACH	1
161	663850	Water Valve Adjustment	EACH	1
162	663855	Adjust Valve Box to Grade	EACH	1
163	667110	Mailbox Installation - Single	EACH	1
164	667209	Crusher Fines	C.Y.	1
165	667210	Landscape Gravel, (Santa Fe Brown)	S.Y./IN	1
166	667500	Bollard	EACH	1
167	667501	Parking Bumpers	EACH	1
168	667505	Lay New Brick Sidewalk	S.Y.	1
169	667510	Remove and Reset Brick Sidewalk	S.Y.	1
170	667515	Litter Receptacle	EACH	1
171	667520A	Park Bench 6’	EACH	1
172	667520B	Park Bench 8’	EACH	1
173	701000	Panel Signs	S.F.	1
174	701100	Steel Post and Base Post for Aluminum Panel Signs	L.F.	1
175	701030	Remove and Reset Panel Sign	EACH	1
176	701100	Steel/Base Post for Aluminum Panel Signs	L.F.	1

177	702000	Construction Signing	S.F.	1
178	702110	Portable Sign Support	EACH	1
179	702110	Portable Sign Support	EACH	1
180	702320	Vertical Panel	EACH	1
181	702610	Portable Changeable Message Sign	EACH	1
182	702700	Temporary Traffic Signal Span (refer to Section 702, SSHBC)	EACH	1
183	702710	Mobile Traffic Signal System	EACH	1
184	703300	Reflective Barrier Delineator	EACH	1
185	704000	Retroreflectorized Painted Markings 4", (Layout Inclusive)	L.F.	1
186	704004	Retroreflectorized Painted Markings 12" (Layout Inclusive)	L.F.	1
187	704099	Temporary Retroreflectorized Painted Markings 4"	L.F.	1
188	704100	Removable Marking Tape 4"	L.F.	1
189	704104	Removable Marking Tape 12"	L.F.	1
190	704704	Hot Thermoplastic Pavement Marking 24"	L.F.	1
191	704716	Hot Thermoplastic Pavement Marking (Thru/LT) Arrow	EACH	1
192	704717	Hot Thermoplastic Pavement Marking Right Arrow	EACH	1
193	704718	Hot Thermoplastic Pavement Marking Left Arrow	EACH	1
194	704719	Hot Thermoplastic Pavement Marking Thru Arrow	EACH	1
195	704720	Hot Thermoplastic Pavement Marking Word (Only)	EACH	1
196	704728	Hot Thermoplastic Pavement Marking Yield Line	L.F.	1
197	704734	Hot Thermoplastic Pavement Marking Sharrow Symbol	EACH	1
198	704738	Hot Thermoplastic Pavement Marking Word (Yield)	EACH	1
199	704754	Hot Thermoplastic Stripe 4”	L.F.	1
200	704754A	Retroreflective Preformed Patterned Pavement Stripe 4”-3801-ES 3M Tape	L.F.	1
201	704762	Hot Thermoplastic Stripe 12”	L.F.	1

202	704762A	Retroreflective Preformed Patterned Pavement Stripe 12”-3801-ES 3M Tape	L.F.	1
203	704764	Hot Thermoplastic Stripe 24”	L.F.	1
204	704764A	Retroreflective Preformed Patterned Pavement Stripe 24”-3801-ES 3M Tape	L.F.	1
205	704765	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Right) Arrow – 3801-ES 3M Tape	EACH	1
206	704766	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Left) Arrow – 3801-ES 3M Tape	EACH	1
207	704767	Retroreflective Preformed Patterned Pavement Marking Right Arrow – 3801-ES 3M, Tape	EACH	1
208	704768	Retroreflective Preformed Patterned Pavement Marking Left Arrow – 3801-ES 3M Tape	EACH	1
209	704769	Retroreflective Preformed Patterned Pavement Marking Thru Arrow – 3801-ES 3M, Tape	EACH	1
210	704770	Retroreflective Preformed Patterned Pavement Marking Words (Only) – 3801-ES 3M, Tape	EACH	1
211	704771	Retroreflective Preformed Patterned Pavement Marking Words (Stop) – 3801-ES 3M, Tape	EACH	1
212	704774	Retroreflective Preformed Patterned Pavement Marking Words (X-ING) – 3801-ES 3M, Tape	EACH	1
213	704775	Retroreflective Preformed Patterned Pavement Marking Words (PED) – 3801-ES 3M, Tape	EACH	1

214	704782	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Bike) – 3801-ES 3M Tape	EACH	**1**
215	704784	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Sharrows) - 3801-ES 3M Tape	EACH	**1**
216	704870	Snow Plowable Reflective Raised Pavement Marker Type PH (Removal Inclusive)	EACH	**1**
217	706110	Service Riser (Lighting)	EACH	**1**
218	706210	Meter Pedestal (Lighting)	EACH	**1**
219	706420	Light Control Cabinet-2 Circuit	EACH	**1**
220	707530	Type V Standard, 30'	EACH	**1**
221	707540	Type V Standard, 40'	EACH	**1**
222	707550	Type V Standard, 50'	EACH	**1**
223	707742	Type V Standard, 40', 2 Arms	EACH	**1**
224	707801	Remove & Reset Type I Standard Complete	EACH	**1**
225	707810	Remove & Reset Light Stand & Luminaire	EACH	**1**
226	707820	Remove & Reset Traffic Signal & Mast Arm	EACH	**1**
227	709020	Rigid Electrical Conduit 2"	L.F.	**1**
228	709030	Rigid Electrical Conduit 3"	L.F.	**1**
229	709040	Rigid Electrical Conduit 4"	L.F.	**1**
230	710000	Electrical Pull Box (Standard)	EACH	**1**
231	710010	Electrical Pull Box (Large)	EACH	**1**
232	711102	Single Conductor 2	L.F.	**1**
233	711230	Single Conductor 3/0	L.F.	**1**
234	716701	LED Roadway Luminaire	EACH	**1**
235	720060	Vehicular Impact Attenuators Unit-Work Zones	EACH	**1**
236	721000	Removal of Pavement Marking (Water Blasting)	L.F.	**1**
237	721101	Removal of Pavement Marking Symbol (Water Blasting)	EACH	**1**

EMCO of Santa Fe LLC
3810 Oliver Drive • Santa Fe, NM 87507
Office: (505) 474-3434 • Fax: (505) 474-7392
info@emcoofsantafe.com

April 10, 2025

Public Works Dept
City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909
c/o Romella S. Glorioso-Moss
and Kody W. Keelin

VIA email only at: kwkeelin@santafenm.gov

Re: **On Call Construction Contract Renewal Justification Letter – revised April 10, 2025**

Mr. Keelin:

Pursuant to Article 2, paragraph D "Escalation/Reduction Clause" in the On Call Contract between EMCO of Santa Fe, LLC and the City of Santa Fe, this letter serves as justification for a 20% increase across the board for all items listed in Attachment #1, enclosed.

As the City is aware, there has not been an escalation to the On Call contract since it was executed effective in May 2023. Since then, costs have increased dramatically for EMCO of Santa Fe as well as similarly situated contractors in the Santa Fe area.

Enclosed, please see a sample price comparison between 2023 and 2025. As you can see, prices on certain key items have increased since 2023 between 10% and 56%. Just about every aspect of the road construction industry has seen a minimum increase in prices of at least 20%-30%, including trucking, tires, parts, employee wages, health insurance and general liability insurance. For this reason, yearly price increases on the On Call contract are absolutely essential for the contractors to keep up with costs.

Also enclosed, please find Amendment #1 which reflects a 20% change across the board on all prices. This 20% increase is reflective of a 10% price increase for the period May 2024-25 and another 10% increase for the period May 2025-26.

EMCO appreciates the opportunity to work with the City of Santa Fe and looks forward to its continued association with the City on future On Call projects.

Sincerely,

Katharine C. Fishman
Manager of EMCO of Santa Fe, LLC

cc: Greg Smith, Kevin Harrison, Andrew Fishman

Encls.

EMCO of Santa Fe LLC Santa Fe, NM

3810 Oliver Road, Santa Fe, NM 87507
Phone: 505 474 3434

NM Lic. # 374873 GA-98, GB-98, GF-98
NM DOL. # 002198720110315

Re: Justification of Price Increases to On Call Contract

April 10, 2025

Supplier:	Item:	2023 Cost:	2025 Cost:	Increase:
City of Santa Fe	Living Wage	$14.03	$15.00	7%
NM Dept of Labor	Prevailing Wages			9.63% average
AAM & GM Materials	Basecourse	$15.25	$27.00	56% increase
RoadRunner Redi Mix	Concrete	$162.80	$193.00	18.5% increase
Duke City Redi Mix Los Alamos Transit Mix Espanola Transit Mix	Concrete	$174.00	$236.	37% increase
ETM & Assoc. Asphalt	HMA Asphalt	$77.77	$96.50	25% increase
GM Materials	HMA Asphalt		$95.00	
Vulcan Materials	HMA Asphalt		$97.00	

Item# 23-0221
Munis Contract# 3204004

CITY OF SANTA FE

CONSTRUCTION CONTRACT

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

RECITALS

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

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

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

The CITY and the CONTRACTOR agree:

1. Scope of Work.

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

A. General:

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

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

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

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

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

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

B. Specific:

1. Maintenance of Traffic

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

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

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

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

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

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

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

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

2. Rights in and use of Materials

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

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

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

3. Storage of Materials

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

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

4. Final Clean Up

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

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

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

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

5. Compliance with Plans and Specifications

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

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

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

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

6. Coordination with Utilities

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

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

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

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

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

7. Cooperation between Contractors

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

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

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

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

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

8. Inspection of Work

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

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

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

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

9. Removal of Unacceptable and Unauthorized Work

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

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

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

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

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

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

10. Maintenance During Construction

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

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

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

11. Failure to Maintain Roadway or Structure

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

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

12. Project Closure

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

f. Step VI. Final Inspection
g. Step VII. Contractor Submittal of Final Documentation
h. Step VIII. Physical Completion and Release of Retainage and Final Payment

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

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

b. Step II. Completion Conference

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

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

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

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

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

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

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

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

The Contractor shall provide written notification to the Construction/Project Manager that the punch list is complete and request final inspection.

f. Step VI. Final Inspection

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

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

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

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

g. Step VII. Contractor Submittal of Final Documentation

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

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

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

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

Upon the completion of Steps "a" through "g" of Project Closure the Construction/Project Manager shall provide a written determination of physical completion to the Contractor. The City shall not release retained amounts until physical completion and when the Contractor fully

complies with all Contract requirements.

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

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

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

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

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

C. Notice to Contractors

1. Special Contract Requirements: Owner/Contractor

You are hereby advised of the following:

a. The City of Santa Fe is the Principal Owner/Agency for the subject project. Any reference to the New Mexico Department of Transportation (NMDOT) or New Mexico State Highway and Transportation Department within this bidding documents, shall be interpreted as, "City of Santa Fe".

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

2. Existing Conditions

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

The Contractor shall notify 811 before beginning any work.

3. Overcharges

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

4. Contract Time

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

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

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

c. Contract Completion Date
The day count for all work will be assigned by the Construction/Project Manager on a task-by-task basis. If the day count is not met, the Contractor shall be assessed liquidated damages for each consecutive working day or calendar day in excess of the

completion date in accordance with the Contract.

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

5. Night Work and City Noise Ordinance

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

6. Cooperation with Utilities

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

The Contractor shall preserve line location markings or provide an offset mark before obliterating a locate mark. Restrictions exist regarding the use of emergency line locates. An emergency is defined as an excavation that must be performed due to circumstances beyond the control of the Contractor and that affects public health, safety or welfare. Emergency locate request shall not be used to circumvent poor job planning or economic consequences.

a. City Owned Facility Infrastructure

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

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

b. Non-City Owned Utility Infrastructure

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

c. Utility Owners and Their Contract Information:

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

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

UTILITY OWNER: CenturyLink
Century Link – Fiber Optic and Phone Lines
Contact: Ben Wiltbank, Terra Technologies LLC

505.252.9472, Benjamin.Wiltbank@lumen.com

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

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

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

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

7. Restricted Work Hours

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

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

8. Historic District Concrete Color

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

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

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

The color added to the concrete for the above-mentioned items shall be included in the cost of

the items, no additional payment will be made.

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

9. Material, Compaction and Other Testings

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

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

Testing shall be done using a commercial materials testing laboratory.

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

The Contractor shall submit testing laboratory invoices monthly.

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

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

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

10. Mobilization

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

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

11. Traffic Control Management

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

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

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

Major traffic control projects are all those projects that include but are not limited to lane drops,

flag man operations, pilot-car operations, daily detours and lane/street closures.

D. Project: Per Task Order

E. City Department: Public Works

F. Distribution:

City	Regina Wheeler, Public Works Department Director
Contractor	EMCO of Santa Fe, LLC.
Engineer	TBD (per Task Order)
Construction Manager	TBD (per Task Order)
Project Manager	TBD (per Task Order)

2. Compensation.

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

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

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

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

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

D. Escalation/Reduction Clause

For items in Attachment 1, the Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, City of Santa Fe and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Awarded Contractor shall submit all pricing increase requests to City of Santa Fe directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.) City's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. Requested price increases that exceed 10% will not be accepted. No price increase may result in a higher profit margin for the Awarded Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If Awarded Vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

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

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

3. Term.

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

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto

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

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

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business

income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Construction Contract Performance and Payment Bond.

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

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

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

8. Assignment.

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service -- Copyright.

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

13. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

14. Amendment.

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

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

1. Change Orders

A. Changes. The Contractor may only make changes or revisions within the

Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to tasks or sub-task as defined in the Scope of Work. Under no circumstance shall such change affect the:

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

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

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

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

16. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Penalties for violation of law.

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

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or

gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law.

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

20. Workers Compensation.

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

21. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

22. Other Insurance

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

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

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

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or

that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

23. Records and Financial Audit.

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

24. Indemnification.

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

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition.

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

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not

waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

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

To the City: Regina Wheeler, Public Works Department, City of Santa Fe, P.O. Box 909, Santa Fe, NM 87504-0909, rawheeler@santafenm.gov.

To the Contractor: Katherine C. Fishman, Manager, EMCO of Santa Fe, LLC., 3810 Oliver Road, Santa Fe, NM 87507, kfishman@espmerc.com.

29. Authority.

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

30. Progress Payments.

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

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

31. Liquidated Damages.

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical

Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

32. Final Payment.

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

33. Schedule.

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

34. General and Special Provisions

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

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

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

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit

billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

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

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

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

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

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

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

K. Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms “Agreement” and “Contract” shall have the same meaning and shall be interchangeable.

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

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

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

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

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: May 14, 2023

CONTRACTOR:
EMCO of Santa Fe, LLC

KATHERINE C. FISHMAN
MANAGER

DATE: April 19, 2023

CRS# 03-245374-00-4

Registration # 225893

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV
GB MTG 5/10/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 18, 2023 15:21 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (May 12, 2023 17:49 MDT)

EMILY OSTER, FINANCE DIRECTOR

Various
Org. Name/Org#

ESPAMER-01 TMCINTURFF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/3/2025

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Teresa McInturff PHONE (A/C, No, Ext): (520) 348-2631 4956 FAX (A/C, No): (866) 745-6430 E-MAIL ADDRESS: Teresa.McInturff@hubinternational.com
INSURED EMCO of Santa Fe, LLC 3810 Oliver Rd Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Phoenix Insurance Company — 25623 INSURER B : St. Paul Protective Insurance Company — 19224 INSURER C : Travelers Property Casualty Company of America — 25674 INSURER D : The Travelers Indemnity Company — 25658 INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		Y-630-3X719568-PHX-23	12/31/2024	12/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 0 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			810-3X633773-23-14-G	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			EX-5X490882-23-14	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-6X247578-24-14-G	1/1/2025	1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
JOB: All City of Santa Fe Jobs

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
P.O. Box 909
Santa Fe, NM 87507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: ESPAMER-01 TMCINTURFF

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		EMCO of Santa Fe, LLC 3810 Oliver Rd Santa Fe, NM 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Description of Operations/Locations/Vehicles:
City of Santa Fe is listed as additional insured.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER:

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

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

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

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

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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

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

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

(2) If a claim is made or "suit" is brought against the additional insured:

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

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS :**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

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

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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

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

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

(2) If a claim is made or "suit" is brought against the additional insured:

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

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

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

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

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

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

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

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City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
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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 16, 2025

To: Mayor Alan Webber and Governing Body
Public Works and Utilities Committees, Finance

Via: Mark Scott, City Manager MS

From: James Harris, Director, Santa Fe Regional Airport JH
Terry Lease, Asset Development Manager, Office of Economic Development TL

Subject: Lease Agreement for 1.57 Acres Between the City of Santa Fe and Jet Center at Santa Fe Real Estate, LLC

Vendor Name: Jet Center at Santa Fe Real Estate, LLC

Vendor Number: 5909

ITEM AND ISSUE:
The Santa Fe Regional Airport respectfully requests your review and approval of a lease agreement for 1.57 acres between the City of Santa Fe (Santa Fe Regional Airport) and Jet Center at Santa Fe Real Estate, LLC.; (James Harris, jcharris@santafenm.gov, (505) 955-2900, Terry Lease, tjlease@santafenm.gov, (505) 629-2206)

BACKGROUND AND SUMMARY:

The City of Santa Fe ("City" or "Lessor") owns and operates the Santa Fe Regional Airport ("Airport") in the City of Santa Fe, County of Santa Fe, State of New Mexico. Jet Center at Santa Fe Real Estate, LLC ("Lessee") provides aviation services at the Airport as a fixed base operator ("FBO"), including and not limited to terminals, hangars, tie-downs, and fuel services.

The proposed lease, that is the subject of this request, is for 1.57 acres of undeveloped land (Premises) that will be leased to Jet Center at Santa Fe Real Estate, LLC (Lessee) to construct a hangar for additional storage of aircraft. The City has a short-term need for 1.57 Acres which will delay Lessee taking possession of, and paying rent on, for up to 24 months. Lessee shall take possession of the Premises ("Possession Date") at the earlier of either: 1) 24 months from the effective Date of this Agreement, or 2) the first day of the month after receipt of City's written notice to Lessee that the City's temporary use is no longer needed. The initial term shall commence at 12:00 a.m. on the Possession Date and shall consist of an "Initial Term" of 40 years, with 2 "Option Terms" of 5 years each. Lessee shall pay rent with step increases over 5 years that will reflect the current fair market value for Airport FBOs. Thereafter, Lessee shall pay rent with a 2.5% increase each year. The first year's annual rent shall be $12,993.91.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Munis Org Name/Number: Airport/5456050

Munis Object Name/Number: Land-rentals/460150

Budget Officer / Designee: Andy Hopkins **Date:** 04/21/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

Leases are exempt from Procurement.

Chief Procurement Officer (CPO) / Designee: **N/A Exempt** **Date:** _____

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes |** ☒ **No**

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

Comment/Exceptions: _____

Vehicles included? ☐ **Yes |** ☒ **No**

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:
Lease Agreement
Certificate of Insurance
Real Property Determination

ITEM # _____

LEASE AGREEMENT BETWEEN
THE CITY OF SANTA FE AND JET CENTER AT SANTA FE REAL ESTATE, LLC

This LEASE AGREEMENT ("**Lease Agreement**") is made and entered into as of the date of the last signature ("Effective Date"), by and between the CITY OF SANTA FE, a municipal corporation ("**City**" or "**Lessor**") and JET CENTER AT SANTA FE REAL ESTATE, LLC, a New Mexico limited liability company ("**Lessee**"), collectively the "**Parties**."

WHEREAS, the City owns and operates the Santa Fe Regional Airport ("**Airport**") in the City of Santa Fe, County of Santa Fe, State of New Mexico; and

WHEREAS, operations at the Airport are subject to laws, rules, and regulations including Chapter 3 of the Santa Fe City Code of 1987 and the rules, fees, and minimum standards adopted thereunder; Chapter 64 of the New Mexico Statutes Annotated 1978 compilation, especially Article 1; 14 C.F.R. Parts 139, 158, and 170; and Federal Aviation Administration ("**F.A.A.**") grant assurances, Order 5190.6B on airport operations as updated, and policies including those on airport revenue use (64 C.F.R. 7715, as amended) and hangar use (81 F.R. 38910, as amended); and

WHEREAS, services provided by Airport tenants benefit general aviation at the Airport, commercial aviation operators and passengers, and residents of the City and of Santa Fe County; and

WHEREAS, Lessee wishes to continue to provide aviation services at the Airport as a fixed base operator **("FBO")**, including and not limited to, terminals, hangars, tie-downs, and fuel services; and

WHEREAS, the City desires to lease a parcel of undeveloped land approximately 1.57 acres in size for the purpose of allowing Lessee to expand their services at the Airport; and

WHEREAS, the City has a short-term need for the 1.57 acres which will delay Lessee taking possession and paying rent for the 1.57 acres.

WITNESSETH:

In consideration of the Lessee's promises herein, Lessor hereby gives Lessee a Lease Agreement, revocable and terminable as hereinafter provided, to enter on, make use of, and develop the real property of Lessor as follows.

1. PREMISES

Upon the possession date described in Article 2 below, Lessor allows Lessee to use, occupy, and develop, subject to the terms and conditions of this Lease Agreement, a certain parcel of land

consisting of 68,389 square feet (1.57 acres) and identified as "Santa Fe Air Center, LLC" (the "**Premises**"), as shown on **Exhibit A** of this Lease Agreement.

Lessee shall take possession of the Premises ("Possession Date") at the earlier of either: 1) 24-months from the Effective Date of this Agreement, or 2) the first day of the month after receipt of City's written notice to Lessee that the City's temporary use is no longer needed, and possession of the Premises is granted to Lessee.

Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises.

2. LEASE TERM

a. Initial Term. The initial term of this Lease Agreement shall commence at 12:00 a.m. on the Possession Date. The term of this Lease Agreement shall consist of an "**Initial Term**" of 40 years, with two (2) "**Option Terms**" of five (5) years each. At the expiration or termination of the Initial Term, any improvements to the Premises Lessor directs to be turned over pursuant to Section 3(d) (Periodic Adjustments to Rent), and any improvements Lessee fails to remove pursuant to section 3(d)(ii) that Lessor declares to be Lessor-owned, will transfer to Lessor-owned real or personal property.

b. Option Term. Lessee's exercise of any Option Term is contingent upon compliance with this Lease Agreement and with written notice pursuant to paragraph 24 by Lessee to Lessor at least ninety (90) days prior to the expiration of the Initial Term and may be accepted at Lessor's or City Manager's discretion, communicated in writing. All terms, covenants, and conditions of this Lease Agreement, excepting the amount of rent to be paid, shall remain in full force and effect during any extension of the term.

c. Hold Over. In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. Lessor not giving notice pursuant to Section 24 (Notice) that Lessee is to vacate the Premises at the end of the lease shall be considered leave to hold over. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

3. RENT AND FEES

a. Initial Term Base Rent. Lessee shall pay rent with step increases over five years that will reflect the current fair market value for Airport FBO's. Thereafter, Lessee shall pay rent with a 2.5% cumulative increase each year, which the parties agree constitutes a fair approximation of inflation as of the Effective Date of this Lease Agreement. Lessee shall pay first-year annual rent of nineteen cents ($0.19) per square foot per year for 68,389 square feet; a total of $12,993.91, payable in equal monthly increments of $1,082.83, with annual increases as set forth in the Rent Schedule attached as **Exhibit B**, and as modified pursuant to Paragraph e, below.

Rent is due on the first day of the month following the Possession Date and thereafter due in full on the anniversary of the Effective Date during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to; City of Santa Fe, Treasury Division, 200 Lincoln Ave., Room 114, Santa Fe, NM, 87504.

b. Hold Over. In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may, as described in Section 2(c) (Hold Over), be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on an annual or monthly basis, with annual increases as described in Section 3(a) above, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

c. Penalty for Late Rent Payment. If money payable to Lessor as a condition of this Lease Agreement is not paid in full when due, a penalty of 10% of the amount due and unpaid shall be added to the amount due, and the total sum of the then-due rental payment plus penalty shall become immediately due and payable to Lessor. A further penalty of 10% of the amount due and unpaid, including previously assessed penalties, shall be added for each additional month that said amount remains unpaid. The assessment and collection of the 10% penalty is in addition to any other rights of Lessor, if Lessee does not faithfully perform the terms, covenants, and conditions of this Lease Agreement.

d. Adjustments to Rent Following Reappraisal. If the Airport or the portion thereof containing the leased property is reappraised, the Airport Manager may increase rent to the appraisal value by alerting the Lessee of the increase pursuant to Paragraph 24 (Notice). The increase in rent will take effect the following January 1, with the rent due each subsequent year increased as set forth in Section 3(a) above, and notwithstanding the rent schedule in Section 3(a)(v) above. Adjustment of rent based on reappraisal shall not occur more than once every five (5) years.

e. Percentage and Fuel Flowage Fees. Lessee shall pay to Lessor the following:

   i. Fuel Flowage Fee. A sum of twelve-cents ($0.12) per gallon on all aviation fuel sold by Lessee, except for fuel used by Lessee in the provision of Fixed-Base Operator ("**FBO**") services. This fee may be adjusted by the Airport Manager or Governing Body, in which case the fees will be included in the published airport fee schedule, with notice provided by letter, thirty (30) days prior to the effective date of the change.

   ii. Percentage Fee. A sum equal to five percent (5%) of the adjusted gross receipts from all business conducted and carried on by Lessee on Airport premises.

   iii. Adjusted Gross Receipts Defined. The term "adjusted gross receipts" as used in this Lease shall include the aggregate amount of all sales made, and services performed, including charter operations conducted by the Lessee to or from the Airport, for cash, on credit or otherwise, of every kind, name and nature. Adjusted gross receipts shall also include the aggregate value of all goods, wares and merchandise received for property services, at the selling price thereof, as if the same had been sold for cash. Adjusted gross receipts shall not include:

      1. fuel sales;
      2. sales of new and used aircraft;
      3. transient tie down fees;
      4. ramp parking fees;
      5. landing fees;
      6. rental vehicle time and mileage fees

7. federal, state and municipal sales taxes, excise taxes, gross receipts taxes and all other similar taxes separately stated and/or collected from customers; and

8. bad debts and uncollectible accounts. This adjusted gross receipts fee shall be increased in the amount and at such time as any other similar FBO services provider at the Airport is required under the terms of its lease to pay a higher adjusted gross receipts fee

f. Transient Tie Down and Parking Fees. Lessee agrees to remit to Lessor seventy-five percent (75%) of all transient tie down and ramp parking fees collected by Lessee on aircraft tied down or parked at the Airport in areas other than the Premises that are designated by the Lessor from time to time for the Lessee's use. The Lessor reserves the right to adjust such fees as necessary to reflect its costs and Airport conditions.

g. Transient Landing Fees. Lessee agrees to remit to Lessor eighty percent (80%) of all transient landing fees collected by Lessee on transient aircraft serviced by Lessee at the Airport. Lessor reserves the right to adjust or modify such fees as necessary to reflect its costs and Airport conditions.

h. Security and Fire Protection Fees. Lessor reserves the right to impose fair and equitable fees for security and fire protection provided by Lessor.

i. Monthly Statement. The Lessee shall submit a detailed statement to the Lessor showing a breakdown of all rents, fees, and charges due to the City for the preceding calendar month's business with its payment each month.

4. USE OF PREMISES

a. Conditions of Use. Lessee shall use the Premises solely in accordance with the scope of activities and development plan submitted in compliance with Airport minimum standards and for a beneficial aeronautical use as defined by the F.A.A. Hangar use, if applicable, must comply with the F.A.A.'s hangar use policy published at 81 Fed. Reg. 38906, as amended. Permissible activities as documented and approved are listed below; Lessee agrees to amend this Lease Agreement as described herein prior to commencing any new activities on the Premises.

i. Operation of a full-service, fixed-base aviation facility, together with all other normal, reasonable, and related activities except as may be excluded herein.

ii. Aircraft maintenance and avionics installation and repair.

iii. Car rental services provided by Lessee or a subcontractor.

iv. Hangar storage of aircraft owned by Lessee or third parties.

v. Outdoor storage of aircraft owned by Lessee or third parties at tie-down sites.

b. Access Control. Lessee shall control access to the Premises or airport ramp, apron, taxilane, or similar property where aircraft operation of any type could reasonably be expected to occur by installing chin link fencing or modifying existing chain link fencing and by installing or modifying vehicle access gates and/or personnel doors with access control systems compliant with the Airport Security Plan and federal regulations and implementing directives. Access control must be approved by the Airport Manager or designee prior to installation.

c. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe City Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (SFCC 1987, § l0-7).

d. Alterations and Improvements

i. Lessee shall not make or suffer or permit to be made any alterations, additions, or improvements whatsoever in or about the Premises without first obtaining the written consent of the Airport Manager and, if required, the FAA. If Lessor gives such consent, all alterations or improvements shall be done solely at Lessee's expense and in accordance and in compliance with all applicable municipal, state and federal ordinances, laws, rules and regulations. Alterations or improvements shall be compatible with the general decor of the Airport Terminal or with such design standards as the Lessor may adopt from time to time. Lessee has Lessor's consent to place temporary buildings on the Premises prior to, and during, construction, with appropriate permitting.

ii. Lessee shall allow no liens of mechanics, materialmen, laborers, architects, artisans, contractors or subcontractors to be created against or imposed upon the Premises. Lessee shall, upon request by Lessor, provide a labor and materialman's bond to cover all work and materials and labor arising out of alterations, additions, or improvements. No default shall occur if Lessee contests the amount or validity of any such lien, and actively litigates such claim to conclusion. Lessee may bond against such lien, as may be allowed by law, without constituting a default hereunder.

iii. Any and all alterations, additions, and improvements, except shelving, trade fixtures, and movable furniture, made at Lessee's sole expense after having first obtained the written consent of Lessor, in accordance with the provisions contained in this Section, whether attached to the walls, floors, Premises or not, shall belong to Lessee but shall merge and become a permanent part of the Lessor's realty and vest in Lessor upon termination of this Lease and all such alterations, additions and improvements shall remain on the Premises and shall not be removed by Lessee at the termination of this Lease without the permission of Lessor. The shelving, trade fixtures, and movable furniture, or both, which Lessee is privileged to remove, must be removed by Lessee at Lessee's sole expense on or before the termination of this Lease.

e. Destruction of Premises. If at any time during the Term of this Lease, the Premises shall be totally or partially destroyed by fire, earthquake, flood, or other calamity, then Lessee shall have the option to rebuild or repair the same, providing such rebuilding or repairing shall be commenced within a period of thirty (30) days after receipt of notice in writing to Lessor by Lessee that such calamity has occurred. In such case, a just and proportionate part of the rental payment per month shall be abated until such demised property shall have been rebuilt and repaired. If Lessor, within thirty (30) days following receipt of notice in writing by Lessee of such damage or destruction, elects not to rebuild or repair said property, then Lessor shall so notify Lessee and thereupon this Lease shall terminate and become null and void.

5. CONSTRUCTION OF IMPROVEMENTS

Lessee may, with the prior written consent of Lessor and at no cost to Lessor, make improvements to the Premises as proposed in Lessor's building plan submitted pursuant to Airport Minimum Standards and consistent with the Airport Master Plan, or that are required to comply with the City of Santa Fe Land Use Code, and other applicable local, state, and federal regulations. Lessor's approval shall not be unreasonably withheld but is contingent on F.A.A. approval of buildings, structures, or improvements. Lessee shall, upon Lessor's request, remove all such improvements made to the Premises at the termination of this Lease Agreement.

a. Time for Construction. Any construction proposed in Lessor's building plan must begin twenty-four (24) months and be completed within forty-eight (48) months of the Possession Date of this Lease Agreement. If the approved building plan includes phases of development, then the first phase must comply with these requirements, and subsequent phases will comply with time periods and/or triggering events described in the development plan. The Airport Manager may from time to time agree to modifications to the approved documents, including, without limitation, the approved schedule, to address changed or unforeseen conditions not attributable to Lessee's acts or failures to act and to the extent any such approved change extends the time for the commencement or completion of any phase of the work, the Lessor shall not be in default pursuant to Paragraph 10.

b. Banking of Land Prohibited. Banking of land as described in FAA Order 5190-6B as amended is prohibited and will be considered a breach of this Lease Agreement. A phased development plan accepted by the Airport Manager and the FAA shall constitute evidence that undeveloped portions of the lease do not violate this provision if Lessee complies with the accepted timelines or triggering events in the phased construction plan.

c. Construction Assurance. Prior to the commencement of any construction or work of improvement on the Premises ("Improvements"), Lessee shall furnish to Lessor evidence that sufficient monies will be available to complete the Improvements. Such evidence shall represent at least the total estimated cost of construction and such evidence may take on of the following forms:

   i. Performance Bond - To be supplied by Lessee's contractor(s) and issued jointly to Lessee and Lessor as Obligee; or

   ii. Irrevocable Letter of Credit – or other form of banker's assurance issued to Lessor from a financial institution licensed to do business in the State of New Mexico and covered by Federal Depository Insurance which shall remain in effect until Lessor acknowledges satisfactory completion of construction of Improvements.

d. Turnover or Removal of Improvements.

   i. Turnover of Improvements – If Lessor directs that the Improvements be turned over to Lessor at the expiration of the Initial Term of this Lease Agreement, they shall be turned over in a state of good condition and repair.

   ii. Removal of Improvements – If Lessor directs that the Improvements be removed, all or in part, prior to the expiration or termination of the Initial Term of this Lease Agreement, Lessee shall remove all Improvements from the Premises, at Lessee's sole cost. Lessee shall restore the portions of the Premises from which it removes any

Improvements, as nearly as reasonably possible, to a level graded condition at Lessee's sole cost. If Lessee has not removed the Improvements in a reasonable amount of time after the expiration or termination of this Lease Agreement, then Lessor may, at its option, declare the Improvements to be Lessor-owned real property or it may use or dispose of the remaining personal property pursuant to applicable law, and otherwise restore the Premises at Lessee's sole cost.

iii. Removal of Hazardous Materials – All hazardous materials on the Premises used or stored by Lessee must be removed prior to the expiration or termination of the Initial Term of this Lease Agreement, whether or not the Improvements remain on the Premises.

e. Fixtures. All fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same within sixty (60) days of termination of this Lease Agreement for any reason, provided that removal shall be accomplished in such a manner as not to injure or damage the Premises. In the event that Lessee fails to remove said fixtures after receipt of notice from Lessor to do so, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to assign, transfer, and set over to Lessor all of Lessee's right, title, and interest in and to said trade fixtures and any personal property not removed by Lessee. Lessee further agrees that, should Lessor remove said trade fixtures pursuant to this paragraph, that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

f. Removal or Transfer of Improvements. If Lessee has paid all rents due and is otherwise in good standing under this Lease Agreement, Lessee shall have the right to remodel, remove, demolish, or destroy any structures or improvement constructed by Lessee on the Premises without compensation to Lessor, so long as the Premises are left in a safe and sightly condition. If Lessee elects to remove, demolish, or destroy any structures or improvements, Lessee shall remove all asphalt and concrete and restore the site to a condition existing prior to the addition of any improvements. Upon termination of this Lease Agreement for any reason, the title to any such structures or improvements, as remains, shall pass to the Lessor.

g. Easements. Lessor shall provide reasonable easements as required for ingress, egress, and utilities to serve the premises.

h. Taxilane Access. If the Premises are not served by any taxiway or taxilane, Lessee shall have the right to construct a nonexclusive use taxilane from the Premises to the nearest available taxiway or taxilane in accordance with the Airport Master Plan, and at no cost to Lessor, providing such taxilane construction is consistent with the Airport Minimum Standards as they may be amended prior to commencement of construction, the Building Code requirements of the New Mexico Construction Industries Division, City of Santa Fe or Santa Fe County requirements, existing lease agreement easement, and FAA taxilane construction requirements. Title to any such taxilane shall transfer to Lessor upon completion of construction. Lessor will assume all responsibility for such taxilane upon Lessee's completion of construction to Lessor's satisfaction.

6. REPAIRS & MAINTENANCE

a. During the term of this Lease and any extension or renewal thereof, Lessee shall not cause or permit any waste, damage, or injury to the Premises or to any improvements made to the Premises.
b. During the term of this Lease and any extension or renewal thereof, Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements that arise during the Term of this Lease Agreement.
c. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises.
d. During the term of this Lease and any extension or renewal thereof, Lessee shall maintain all paved areas to be free of weed growth.
e. Lessee shall at all times during the term of this Lease and any extension or renewal thereof, and in a timely manner, provide a safe Premises by eliminating conditions caused by natural processes, including and not limited to, snow, ice, debris, mold and standing water.
f. Lessor reserves the right to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section. In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor, as determined in Lessor's sole discretion, Lessor may terminate this Lease Agreement in accordance with Section 13 (Termination) herein.
g. Repair and maintenance shall be to the sole satisfaction of Lessor, and if Lessee fails to fulfill any duty imposed under this Section within a reasonable period of time, City may, and is not required to, perform those duties at Lessee's sole cost. Lessee shall promptly cooperate with Lessor if Lessor undertakes to perform such duties. No action by Lessor taken pursuant to this Section shall constitute a waiver of Lessee's obligations. Lessee's obligations under this Section shall survive the expiration or termination of this Lease Agreement.

7. UTILITIES & SERVICES

Lessee, at Lessee's sole cost and expense, agrees to provide the following:

a. All gas, electricity, water, sanitary sewer service and refuse deposal services;
b. Janitorial supplies and services;
c. Pest control services; and
d. Snow removal services.

8. TAXES

Lessee shall pay all taxes levied and assessed, if any, upon any personal property, fixtures and improvements belonging to Lessee and located upon the demised Premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

9. INSURANCE

Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, the policies and coverage amounts listed in Amendment 6 of Santa Fe City Item No. 15-0129, the most recent draft thereof proposed by the City if Amendment 6 is not yet adopted, or the amount listed in any subsequent amendment to Item No. 15-0129.

10. INDEMNIFICATION

Lessee shall indemnify, hold harmless, and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees, or permitted assigns, by counsel to be approved by Lessor in the exercise of its reasonable judgment. In the alternative, Lessor may elect to conduct its own defense at the expense of Lessee.

Lessee shall cause any and all agreements that Lessee enters into with any of the above parties to contain language indemnifying Lessor as provided in this Section.

11. NEW MEXICO TORT CLAIMS ACT

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

12. EASEMENTS

Lessor reserves the exclusive right to grant access, utility, or other easements on or through the Premises. Lessor shall notify Lessee in writing prior to Lessor's grant of any easement through the Premises.

13. TERMINATION

a. Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:

   i. the breach;

   ii. the action required to cure the breach;

   iii. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and

   iv. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.

b. Lessee may terminate this Lease Agreement with written notice to Lessor at least thirty (30) days prior to the stated termination date.

c. At the termination of this Lease Agreement, Lessee shall surrender the Premises in the condition in which they were at the inception of this Lease Agreement, excepting:

   i. Deterioration caused through reasonable use and ordinary wear and tear; and

   ii. Alterations, improvements, or conditions made with Lessor's written approval, unless removal is directed by Lessor under Section 5(d) (Turnover of Removal of Improvements).

14. RIGHTS OF LESSOR

a. Operate the Airport in the best interest of the public and the right, without interference or hindrance, to maintain, improve, or further develop the landing area or public use facilities of the Airport as it sees fit, regardless of any protest of the Lessee, and to lease additional space to other concessions at the Airport regardless of any objection of the Lessee. The Lessor may relocate the Lessee if the physical development of the Airport or the Airport Terminal requires relocation of the Lessee, provided the Lessor gives sixty (60) days' written notice to the Lessee and the Lessor compensates the Lessee for the Premises in one of the two following methods, at the Lessor's expense:

    i. If the Lessor determines it has vacant land available at the Airport which is generally comparable in location to that being taken for development, then the Lessee shall relocate the Lessee-owned facilities to the new location in substantially similar form to that then existing. The Lessor shall reimburse Lessee within sixty (60) days for Lessee's actual expenses of relocation of its facilities, subject to Lessor's prior approval of the reasonableness of such expenses; or

    ii. If Lessor determines that Lessee cannot be relocated as described above, then Lessor shall purchase from Lessee the Lessee-owned facilities to which title shall then pass in fee simple to Lessor. The amount to be paid by Lessor to Lessee shall be the fair market value of the improvements taken.

b. Enter upon the Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease and any federal, state, or city laws, ordinances, regulations, rules, and codes now or hereafter in effect.

15. RIGHTS OF LESSEE

a. Lessee shall have the right, but shall not be required:

    i. In common with others so authorized, to use common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying, and landing of aircraft;

    ii. To the non-exclusive use, in common with others, of the Airport, appurtenances, and improvements thereon, but this shall not restrict the right of the Lessor to charge visitors a fee for the use of such areas;

    iii. To install, operate, maintain, repair and store, subject to approval of Lessor in the interests of safety and the convenience of all concerned, all equipment necessary for the conduct of Lessee's business; and

    iv. Of access to and from the Premises, limited to taxiways, streets, driveways, and sidewalks designated for such purposes by the Lessor, and which right shall extend to Lessee's employees, passengers, guests, and patrons.

b. Lessee is authorized, but not required, to provide the services set forth above in Section 4(a) (Use of Premises).

16. SUBLEASE, ASSIGNMENT, OR TRANSFER

Except as otherwise provided herein, Lessee may not, without the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned, or delayed at any time during the term of this

Lease, sell, lease, assign, transfer or permit to be acquired, this Lease or any interest herein. Lessee may sublease any portion of the leasehold interest to parties who will provide aviation-related services permitted hereunder, and who accept the terms of this Lease Agreement pursuant to any sublease agreement. The Lessee shall, however, be permitted to enter into a leasehold mortgage, collateral assignment, or security interest in the form approved by the Lessor, for construction and/or business operation financing purposes. However, the amount secured by such financing shall not exceed the value of the leasehold improvements on the Premises and the value of any other leasehold improvements owned by Lessee pursuant to leases (other than this Lease) between Lessor and Lessee. Leasing and subleasing of hangar and tie down space on the Premises, to individual aircraft owners, shall be allowed without Lessor's consent.

17. OBSERVATION OF LAWS, RULES, REGULATIONS, AND FAA GRANT ASSURANCES

Lessee and Lessor agree to observe and obey during the Term of this Lease, all laws, ordinances, minimum standards, rules and regulations promulgated and enforced by Lessor, and by any other proper authority having jurisdiction over the conduct of operations at the Airport, including the federal government, the state, the county and the City now or hereafter in effect.

18. FAIR AND NONDISCRIMINATORY SERVICES

Lessee, in the conduct of its authorized business activities, shall furnish good, prompt, and efficient service in compliance with all applicable laws, rules, and regulations adequate to meet the demand for its services at the Airport, and shall furnish such service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and agrees to furnish such services at fair, equal, and not unjustly discriminatory prices for each unit of sale or service; provided, however, that Lessee shall be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchases. Lessee agrees to operate the business in an ethical and professional manner and shall keep the Premises in a safe, clean, orderly, and inviting condition at all times, satisfactory to the Lessor. Lessee shall not permit its employees or agents to solicit customers on public property.

19. CIVIL RIGHTS ASSURANCES

a. Lessee agrees for itself, its employees, and its contractors and subcontractors that:

   i. No person shall be excluded from participation in, benefits of, or otherwise subjected to discrimination in the use of the Airport on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, national origin, or citizenship status;

   ii. In the construction of any improvements on, over, or under the Airport and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination on the grounds of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, national origin, or citizenship status; and

   iii. Lessee shall comply with all requirements imposed by or pursuant to Title 49, code of Federal Regulations, Subtitle A, Part 21 in using Airport premises or providing services initiated at the Airport.

b. Lessee assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to ensure that no person shall be excluded from employment activities or any covered service or benefit on a prohibited basis by Lessee, an employee of Lessee, or any contractor or subcontractor.

20. ENVIRONMENTAL PROTECTIONS

a. Lessee shall not commit or permit commission of any waste on the Airport, or any nuisance or other act or thing that may disturb the quiet enjoyment of the Airport or surrounding property. Lessee shall provide, as necessary, a separate drainage, collection, and/or separation system to ensure that no untreated liquid waste from any type of operation, including vehicle cleaning, fueling, and oil change operations, will enter the Airport storm drainage or sanitary system.

b. Lessee shall, at all times, comply with all applicable laws, rules, and regulations of the federal, state, and local government entities. Lessee shall not permit any activity which directly or indirectly produces objectionable or unlawful amounts or levels of air pollution, noise, glare, heat emission, electronic or radio interference with navigational and communications facilities for the operation of the Airport and for Airport use by aircraft, trash, or refuse accumulation, vibration, prop-wash, or jet blast, or which is hazardous or dangerous by reason of risk of explosion, fire, or harmful emission. Any waste oil storage tanks shall be in approved containers and in accordance with all environmental and fire protections regulations.

c. Hazardous substances are any substance, material, or waste, (including any petroleum products, solvents, thinners, herbicides and soil sterilants, and aircraft deicing fluids) which is or becomes designated, classified, or regulated as being "toxic," "hazardous," a "pollutant," or similar designation under any federal, state, or local law, regulation, or ordinance.

d. Pursuant to Section 10 (Indemnification) above, Lessee agrees to defend, indemnify, and hold Lessor harmless from and against all liabilities, claims, actions, foreseeable and unforeseeable consequential damages, costs, and expenses (including sums paid in settlement of claims and all consultant, expert, and legal fees and expenses of Lessor's counsel) or loss directly or indirectly arising out of or resulting from the presence of any hazardous substance as a result of Lessee's or any contractor or sub-tenant's activities, whether before, during, or after construction, in or around any part of the property or the soil, groundwater or soil vapor on or under the property, including those incurred in connections with any investigation of site conditions or any cleanup, remedial, removal, or restoration work, or any resulting damages or injuries to the person or property or which is brought against Lessor, whether alone or together with Lessee or any other person.

e. Lessee shall comply and cause all occupants of the property to comply with all laws, regulations, and ordinances governing or applicable to hazardous substances as well as the recommendations of any qualified environmental engineer or other expert which apply or pertain to the premises. Lessee acknowledges that hazardous substances my permanently and materially impair the value and use of real property. Lessee shall promptly notify Lessor if it knows, suspects, or believes there may be any hazardous substance in or around the property or in the soil, groundwater, or on or under the Airport, or that Lessee or the property may be subject to any threatened or pending investigation by any governmental agency under any law, regulation, or ordinance pertaining to any hazardous substance.

21. NONEXCLUSIVE RIGHTS

a. Lessee shall have the exclusive right and privilege of engaging in and conducting a business on the Premises of the Airport under the terms and conditions set forth herein, provided, however, that this Agreement shall not be construed in any manner to grant Lessee or those claiming under Lessee in this Agreement the exclusive right to the use of the common areas and facilities of the Airport.

b. Lessor shall have the right to lease other portions of the Airport or Airport Terminal to lessees, including other ground, air, and transportation services. Lessor shall not in the future form any other Agreement more favorable or less restrictive to Lessee's than set forth in this Agreement. Lessor understands and agrees that nothing in this Agreement shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

22. SUBORNINATE PROVISIONS

This Agreement is subject and subordinate to the terms, reservations, restrictions, provisions, and conditions of any existing or future agreement between the Airport and its appurtenant facilities, the execution of which have been or may be required as a condition precedent to the participation by any federal or state agency in the extension, expansion, or development of said airport or its facilities.

23. OBSTRUCTIONS

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft. Lessee shall, upon approval by Lessor and prior to any construction of any nature within the boundaries of the Airport, prepare and submit to the Airport Manager and the Federal Aviation Administration, Airports District Office, 2601 Meacham Blvd, Ft Worth TX, 76137 one executed set (four copies) of FAA form 7460-1 "Notice of Proposed Construction or Alterations", as required by Federal Aviation Regulation Part 77. This notice must be submitted at least thirty (30) days prior to the date of the proposed construction/alteration or the date that an application for a construction permit is filed, whichever is earlier.

Should a Federal Aviation Administration Obstruction Evaluation determine that obstruction lights are needed or required on new construction, or should Federal Aviation Administration rules and regulations change to require obstruction lights on existing structures which previously did not require obstruction lights, Lessee agrees to install, maintain, and operate such obstruction lights on the top of buildings or structures to be placed on the Premises. If Lessee fails to install, maintain, and operate such obstruction lights then the Lessor shall have the right to install, maintain, and operate the same at Lessee's expense.

24. NOTICE

Any required notice will be deemed delivered, given and received (i) when personally hand delivered, or (ii) five days after the same are deposited in the United States mail, postage prepaid, registered, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

To Lessor:	City of Santa Fe Attn. City Manager P.O. Box 909 Santa Fe, NM 87504	To Lessee:	Jet Center at Santa Fe Real Estate, LLC Attn: John Marchman c/o Felker, Ish, Ritchie, & Geer, P.A. 911 Old Pecos Trail Santa Fe, NM 87505
With a copy to:	City of Santa Fe Attn. Airport Manager P.O. Box 909 Santa Fe, NM 87504		
	City of Santa Fe Attn. Asset Manager P.O. Box 909 Santa Fe, NM 87504		

25. NO WAIVER

No waiver of a breach of any of the provisions contained in this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

26. SEVERABILITY

In the event that one or more of the provisions contained in this Lease Agreement or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein, and any other application thereof shall not in any way be affected or impaired thereby.

27. ENTIRE AGREEMENT

The foregoing constitutes the entire Lease Agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title, and interests as well as all of their duties, responsibilities, and obligations. Any and all prior lease agreements and understandings between the Parties related to the Premises, if any, are merged herein. This Lease Agreement shall not be modified or amended except by a written document signed by the Parties.

28. BINDING EFFECT

This Lease Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and permitted assigns.

29. LITIGATION EXPENSE

In the event of litigation between the Parties, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses, and other costs of collection or otherwise, which Lessor shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's contractors, agents, employees, or permitted assigns.

30. HEADINGS

The section headings contained in this Lease Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Lease Agreement.

31. APPLICABLE LAW; VENUE

In any action, suit or legal dispute arising from this Lease Agreement, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

32. AMENDMENT

This Lease Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the Parties hereto.

33. SECURITY DEPOSIT

Lessee shall deposit with City, upon execution hereof, the Security Deposit of one month's rent as security for Lessee's faithful performance of its obligations under this Lease Agreement. If Lessee fails to pay Rent, or otherwise defaults under this Lease Agreement, City may use, apply, or retain all or any portion of said Security Deposit for the payment of any amount due City or to reimburse or compensate City for any liability, expense, loss, or damage which City may suffer or incur by reason thereof. If City uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with City sufficient to restore said Security Deposit to the full amount required by this Lease Agreement. If the Base Rent increases during the term of this Lease Agreement, Lessee shall, upon written request from City, deposit additional monies with City so that the total amount of the Security Deposit shall always bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, City shall have the right to increase the Security Deposit to the extent necessary, in City's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease Agreement and following such change the financial condition of Lessee is, in City's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with City as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. City shall not be required to keep the Security Deposit separate from its general accounts. Within 30 days after the expiration or termination of this Lease Agreement, if City elects to apply the Security Deposit only to unpaid Rent, and otherwise within 60 days after the Premises have been vacated, City shall return that portion of the Security Deposit not used or applied by City. No part of the Security Deposit shall be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease Agreement.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date of the last signature of the authorized signatories below.

LESSOR:
CITY OF SANTA FE

_____
ALAN WEBBER, MAYOR

DATE: _____

LESSEE:
JET CENTER AT SANTA FE REAL ESTATE, LLC

John Marchman
John Marchman (Apr 11, 2025 08:02 CDT)
JOHN MARCHMAN, GENERAL PARTNER

DATE: Apr 11, 2025

CRS #: 03-321675-00-4

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Kevin L. Nault
Kevin L. Nault (Apr 11, 2025 08:25 MDT)
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

_____
EMILY OSTER, FINANCE DIRECTOR
Object Org. Code 5456050/460150

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EXHIBIT A

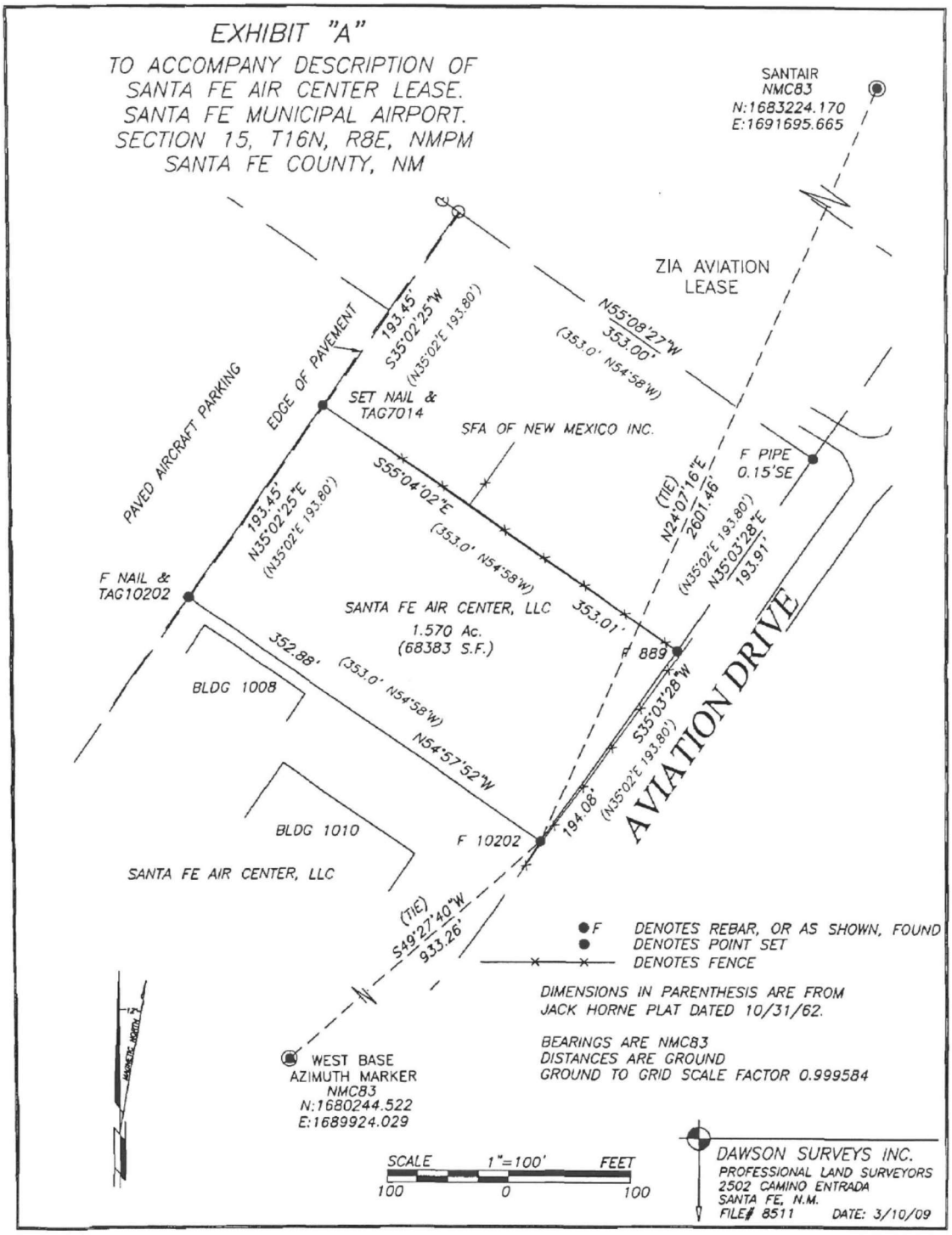

EXHIBIT "A"
TO ACCOMPANY DESCRIPTION OF
SANTA FE AIR CENTER LEASE.
SANTA FE MUNICIPAL AIRPORT.
SECTION 15, T16N, R8E, NMPM
SANTA FE COUNTY, NM
SANTAIR
NMC83
N:1683224.170
E:1691695.665
ZIA AVIATION
LEASE
N55°08'27"W
353.00'
(353.0' N54°58'W)
193.45'
S35°02'25"W
(N35°02'E 193.80')
EDGE OF PAVEMENT
PAVED AIRCRAFT PARKING
SET NAIL &
TAG7014
SFA OF NEW MEXICO INC.
S55°04'02"E
(353.0' N54°58'W)
353.01'
F PIPE
0.15'SE
(TIE)
N24°07'16"E
2601.46'
(N35°02'E 193.80')
N35°03'28"E
193.91'
193.45'
N35°02'25"E
(N35°02'E 193.80')
F NAIL &
TAG10202
SANTA FE AIR CENTER, LLC
1.570 Ac.
(68383 S.F.)
F 889
352.88'
(353.0' N54°58'W)
N54°57'52"W
BLDG 1008
BLDG 1010
F 10202
194.06'
S35°03'28"W
(N35°02'E 193.80')
AVIATION DRIVE
SANTA FE AIR CENTER, LLC
(TIE)
S49°27'40"W
933.26'
F DENOTES REBAR, OR AS SHOWN, FOUND
DENOTES POINT SET
DENOTES FENCE
DIMENSIONS IN PARENTHESIS ARE FROM
JACK HORNE PLAT DATED 10/31/62.
BEARINGS ARE NMC83
DISTANCES ARE GROUND
GROUND TO GRID SCALE FACTOR 0.999584
WEST BASE
AZIMUTH MARKER
NMC83
N:1680244.522
E:1689924.029
SCALE 1"=100' FEET
100 0 100
DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
2502 CAMINO ENTRADA
SANTA FE, N.M.
FILE# 8511 DATE: 3/10/09

EXHIBIT A

LEASE DESCRIPTION

All that part of the Santa Fe Municipal Airport property, within Section 15, T16N, R8E, N.M.P.M., Santa Fe County, New Mexico and being more particularly described by metes and bounds as follows:

Beginning at the most southerly corner of the herein described lease parcel, marked by a #5 rebar with plastic cap "ps 10202", from which a brass cap, West Base Azimuth Marker, bears S49°47'40"W, 933.26 feet; and brass cap Santair bears N24°07'16"E, 2601.46 feet;
Thence from said point of beginning, N54°57'52"W, 352.88 feet;
Thence N35°02'25"E, 193.45 feet;
Thence S55°04'02"E, 353.01 feet;
Thence S35°03'28"W, 194.08 feet to the point of beginning containing 68383 square feet more or less. As shown on EXHIBIT "A" attached hereto.

Exhibit B
Rent Schedule

*If the Possession Date falls before or after the year 1 date in the Rent Schedule below, the monthly rent shall be $1,082.83, and shall continue at the rates set below.

Option Term	Year	Term Dates		LSF	Escalation	TOTAL ANNUAL RENT	Monthly Rent	Annual Cost per LSF
	1	5/1/2027	4/30/2028	68,389		$12,993.91	$1,082.83	$0.19
	2	5/1/2028	4/30/2029	68,389		$13,677.80	$1,139.82	$0.20
	3	5/1/2029	4/30/2030	68,389		$14,361.69	$1,196.81	$0.21
	4	5/1/2030	4/30/2031	68,389		$15,729.47	$1,310.79	$0.23
	5	5/1/2031	4/30/2032	68,389		$17,097.25	$1,424.77	$0.25
	6	5/1/2032	4/30/2033	68,389	2.50%	$17,524.68	$1,460.39	$0.26
	7	5/1/2033	4/30/2034	68,389	2.50%	$17,962.80	$1,496.90	$0.26
	8	5/1/2034	4/30/2035	68,389	2.50%	$18,411.87	$1,534.32	$0.27
	9	5/1/2035	4/30/2036	68,389	2.50%	$18,872.16	$1,572.68	$0.28
	10	5/1/2036	4/30/2037	68,389	2.50%	$19,343.97	$1,612.00	$0.28
	11	5/1/2037	4/30/2038	68,389	2.50%	$19,827.57	$1,652.30	$0.29
	12	5/1/2038	4/30/2039	68,389	2.50%	$20,323.26	$1,693.60	$0.30
	13	5/1/2039	4/30/2040	68,389	2.50%	$20,831.34	$1,735.94	$0.30
	14	5/1/2040	4/30/2041	68,389	2.50%	$21,352.12	$1,779.34	$0.31
	15	5/1/2041	4/30/2042	68,389	2.50%	$21,885.93	$1,823.83	$0.32
	16	5/1/2042	4/30/2043	68,389	2.50%	$22,433.07	$1,869.42	$0.33
	17	5/1/2043	4/30/2044	68,389	2.50%	$22,993.90	$1,916.16	$0.34
	18	5/1/2044	4/30/2045	68,389	2.50%	$23,568.75	$1,964.06	$0.34
	19	5/1/2045	4/30/2046	68,389	2.50%	$24,157.97	$2,013.16	$0.35
	20	5/1/2046	4/30/2047	68,389	2.50%	$24,761.92	$2,063.49	$0.36
	21	5/1/2047	4/30/2048	68,389	2.50%	$25,380.96	$2,115.08	$0.37
	22	5/1/2048	4/30/2049	68,389	2.50%	$26,015.49	$2,167.96	$0.38
	23	5/1/2049	4/30/2050	68,389	2.50%	$26,665.88	$2,222.16	$0.39
	24	5/1/2050	4/30/2051	68,389	2.50%	$27,332.52	$2,277.71	$0.40
	25	5/1/2051	4/30/2052	68,389	2.50%	$28,015.83	$2,334.65	$0.41
	26	5/1/2052	4/30/2053	68,389	2.50%	$28,716.23	$2,393.02	$0.42
	27	5/1/2053	4/30/2054	68,389	2.50%	$29,434.14	$2,452.84	$0.43
	28	5/1/2054	4/30/2055	68,389	2.50%	$30,169.99	$2,514.17	$0.44
	29	5/1/2055	4/30/2056	68,389	2.50%	$30,924.24	$2,577.02	$0.45
	30	5/1/2056	4/30/2057	68,389	2.50%	$31,697.35	$2,641.45	$0.46
	31	5/1/2057	4/30/2058	68,389	2.50%	$32,489.78	$2,707.48	$0.48

	32	5/1/2058	4/30/2059	68,389	2.50%	$33,302.02	$2,775.17	$0.49
	33	5/1/2059	4/30/2060	68,389	2.50%	$34,134.57	$2,844.55	$0.50
	34	5/1/2060	4/30/2061	68,389	2.50%	$34,987.94	$2,915.66	$0.51
	35	5/1/2061	4/30/2062	68,389	2.50%	$35,862.64	$2,988.55	$0.52
	36	5/1/2062	4/30/2063	68,389	2.50%	$36,759.20	$3,063.27	$0.54
	37	5/1/2063	4/30/2064	68,389	2.50%	$37,678.18	$3,139.85	$0.55
	38	5/1/2064	4/30/2065	68,389	2.50%	$38,620.14	$3,218.34	$0.56
	39	5/1/2065	4/30/2066	68,389	2.50%	$39,585.64	$3,298.80	$0.58
	40	5/1/2066	4/30/2067	68,389	2.50%	$40,575.28	$3,381.27	$0.59
*	41	5/1/2067	4/30/2068	68,389	2.50%	$41,589.66	$3,465.81	$0.61
*	42	5/1/2068	4/30/2069	68,389	2.50%	$42,629.41	$3,552.45	$0.62
*	43	5/1/2069	4/30/2070	68,389	2.50%	$43,695.14	$3,641.26	$0.64
*	44	5/1/2070	4/30/2071	68,389	2.50%	$44,787.52	$3,732.29	$0.65
*	45	5/1/2071	4/30/2072	68,389	2.50%	$45,907.21	$3,825.60	$0.67
*	46	5/1/2072	4/30/2073	68,389	2.50%	$47,054.89	$3,921.24	$0.69
*	47	5/1/2073	4/30/2074	68,389	2.50%	$48,231.26	$4,019.27	$0.71
*	48	5/1/2074	4/30/2075	68,389	2.50%	$49,437.04	$4,119.75	$0.72
*	49	5/1/2075	4/30/2076	68,389	2.50%	$50,672.97	$4,222.75	$0.74
*	50	5/1/2076	4/30/2077	68,389	2.50%	$51,939.79	$4,328.32	$0.76
* Option Terms								

STARR

INSURANCE COMPANIES

3353 Peachtree Road NE, Suite 1000
Atlanta, GA 30326

Certificate Holder: CITY OF SANTA FE, NEW MEXICO, A MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND TRUSTEES
C/O CITY MANAGER, P.O. BOX 909, SANTA FE, NEW MEXICO 87504-0909

Named Insured: JET CENTER AT SANTA FE REAL ESTATE, LLC AND JET CENTER AT SANTA FE OPERATIONS, LLC DBA JET CENTER AT SANTA FE
109 AVIATION DRIVE
SANTA FE, NM 87507

Policy Period: From: APRIL 13, 2024 To: APRIL 13, 2025
Policy Number: 1000221426-09
Issuing Company: STARR INDEMNITY & LIABILITY COMPANY

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the Insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

Aviation Commercial General Liability	**Limits of Insurance**	
Each Occurrence Limit	$ 10,000,000	
Damage to Premises Rented to You Limit	$ 1,000,000	Any one premises
Medical Expense Limit	$ 25,000	Any one person
Personal & Advertising Injury Aggregate Limit	$ 10,000,000	
General Aggregate Limit	$ NOT APPLICABLE	
Products/Completed Operations Aggregate Limit	$ 10,000,000	
Hangarkeepers Limit		
Each Aircraft Limit	$ 25,000,000	
Each Loss Limit	$ 25,000,000	
Hangarkeeper's Deductible	$ 50,000	Each Aircraft

FOR FURTHER INFORMATION, PLEASE REFER TO THE STARR ENDORSEMENT FORM NUMBER 10062

Certificate Number: 1.1
Issued By and Date: APRIL 16, 2024 (VD)

By _____
(Authorized Representative)

Starr 10058 (6/06)

NGUYEN, NINA A.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Friday, September 29, 2023 9:31 AM
To: NGUYEN, NINA A.
Subject: RE: Signature requested on "Las Estrellas Procurement Determination Request Packet 09.26.23"

Hi Nina, I don't need to see items associated with Real Property.

Thank you.

Regards,

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

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

From: Adobe Acrobat Sign on behalf of Nina Nguyen
Sent: Wednesday, September 27, 2023 7:48 AM
To: DUTTON-LEYDA, TRAVIS K.
Subject: Signature requested on "Las Estrellas Procurement Determination Request Packet 09.26.23"

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.



Signature:

Email: tjlease@santafenm.gov

Signature: James Harris (Apr 21, 2025 08:50 MDT)

Email: jcharris@santafenm.gov

Signature: Mark Scott (Apr 21, 2025 10:29 MDT)

Email: mscott@santafenm.gov

Jet Center 1.57 Lease Packet

Final Audit Report 2025-04-21

Created:	2025-04-16
By:	Nina Nguyen (nanguyen@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVQzGk_ClvWQuFFB55IwNbSMh7Sdk9X4W

"Jet Center 1.57 Lease Packet" History

Document created by Nina Nguyen (nanguyen@santafenm.gov)
2025-04-16 - 4:31:25 PM GMT- IP address: 63.232.20.2

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2025-04-16 - 4:34:04 PM GMT

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Signature Date: 2025-04-16 - 4:54:33 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-04-21 - 2:50:16 PM GMT- IP address: 63.232.20.2

Document e-signed by James Harris (jcharris@santafenm.gov)
Signature Date: 2025-04-21 - 2:50:55 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Mark Scott (mscott@santafenm.gov) for signature
2025-04-21 - 2:50:58 PM GMT

Email viewed by Mark Scott (mscott@santafenm.gov)
2025-04-21 - 4:28:22 PM GMT- IP address: 104.47.64.254

Document e-signed by Mark Scott (mscott@santafenm.gov)
Signature Date: 2025-04-21 - 4:29:34 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
2025-04-21 - 4:29:37 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-04-21 - 4:57:07 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-04-21 - 4:57:28 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-04-21 - 4:57:28 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: April 9, 2025

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

From: William Schneider, Water Resources and Conservation Supervisor

Via: Jesse Roach, Public Utilities Department Director

Subject: Amendment to Remove Fiscal Year Compensation Amount Limit

Vendor Name: Hazen & Sawyer

Munis Vendor Number: 7789

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of Amendment 1 to Contract Number 3204162 with Hazen & Sawyer 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 3204162.

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 23-0516.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Water Cash Fund / 505

Munis Org Name/Number: WTR Cap Proj / 5050395

Munis Object Name/Number: WIP Design / 572960

Budget Officer / Designee: Andy Hopkins **Date:** 04/10/2025

Budget Officer Comment/Exceptions: -

PROCUREMENT METHOD:

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

RFP #23/59/P On-call Engineering Services for Water Resources Management and Planning

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 04/10/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: 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# 23-0516

Munis Contract# 32041162

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 **Hazen and Sawyer**, 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 Contractor rendering services related to engineering services 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 expertise and experience in the areas of water resource planning and management; water supply; hydraulic and other modeling; water distribution and storage; water quality; wastewater; water system improvements; 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 (SOW) for any one project may involve some or all phases of project development and implementation which may include the following.

- Water resources studies for
  - Supply and demand management

- Wellfield sustainability analyses
- Water budget and geohydrologic modeling analyses
- Permitting

- Water utility management support for
  - Asset management
  - Water loss audit
  - Federal and State funding applications
- General engineering services for
  - Capital Improvements
  - Repair and rehabilitation related assessments
  - Upgrades and improvements
  - Third party design review
  - Dam safety
  - Procurement support for Capital Improvement Plan (CIP)
  - Bid phase support
- Water and Wastewater Treatment Processes and Engineering
- Engineering services for design and construction
  - Engineering design support and preparation of design documents and other technical specifications
  - Geotechnical and structural analysis
  - Field reconnaissance and surveys
  - Collecting field and other related data
  - Pipeline design and construction
  - Development of detailed construction cost estimates
  - Dam design and construction
  - Feasibility studies
- Permit related activities, compliance and litigation support
- 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 contractor(s)
  - Deliverables

(2) 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

(3) 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

(4) 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

(5) Water and Wastewater Processes and Treatment

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

(6) Engineering Services for Design and Construction

The types of services anticipated under this category shall include, at a minimum, the following:

- 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

(7) 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

(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(s)
- 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 SOW services and the hours indicated, and BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC., such compensation not to exceed two million dollars ($2,000,000.00) 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 one thousand sixty-six two hundred fifty dollars ($166,250.00), 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 two million two hundred forty-nine thousand three hundred seventy-five dollars ($2,166,250.00) 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.**

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.

1) The City shall pa to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of five hundred thousand dollars ($500,000) per year for FY24, FY25, FY26 and FY27, based on the work performed. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling ($41,562.50) shall be paid by the City to the Contractor.

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 to 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 13 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 13 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 13 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. Contractor shall maintain Workers' Compensation insurance with statutory limits and Employer's Liability insurance with limits not less than $1,000,000 per accident or disease. The Workers' Compensation policy shall be specifically endorsed with a waiver of subrogation in favor of the City of Santa Fe their officials, officers, employees, and agents. 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 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 for all owned non-owned or hired automobiles used in the performance of services under this agreement.

C. Contractor shall procure and maintain all insurance required by applicable laws and shall provide the coverages and limits referenced herein. The insurance coverages and limits listed herein shall be considered ~~a~~ minimum requirements. No representation is made that these minimum insurance requirements are sufficient to cover the obligations of Contractor under this Agreement, nor are they intended to limit Contractor's indemnification obligations 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. Prior to the commencement of services under this Agreement, Contractor shall furnish the City with Certificate(s) of Insurance, along with the required applicable endorsements, evidencing the coverage and limits required herein. Acceptance of Contractor's Certificates of Insurance by the City does not relieve Contractor of the insurance requirements herein, nor decrease the liability of Contractor under this Agreement. 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.

E. **Claims-Made Coverage.** If any coverage is maintained on a claims-made basis (excepting Commercial General Liability which shall be written on an occurrence basis), the following shall apply:

(a) The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.

(b) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services.

(c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three (3) years after completion of the contract services.

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, error or omission, misconduct, 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.

A. **Claims Handling.** City shall tender any claim to Contractor within thirty (30) days of City receiving notice of the claim for which City may seek indemnity from Contractor as set forth hereinabove. Upon such notification, Contractor shall elect to defend such claim, with counsel of Contractor's choice. Contractor may settle any such claim as Contractor deems best, provided that Contractor consults with the City prior to such settlement. Contractor shall pay any settlement sum Contractor negotiates or satisfy any finding of liability as against Contractor as the result of Engineer's defense of such claim(s) and in doing so Contractor satisfies all indemnity obligations owed to 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:
Gregory Gates, PE
Hazen and Sawyer
100 Sun Ave NE, Suite 206
Albuquerque, NM 87109
505-259-1679 (mobile) | 505-217-7153 (office)
ggates@hazenandsawyer.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. 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.

33. **Existing Contract.**

In accordance with NMSA 13-1-129 of Procurement Code Contractors are hereby notified that other government entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for the goods or services included in this procurement document with the awarded contractor. Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation by the City of Santa Fe.

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: Hazen and Sawyer

TITLE: Vice President,
Water Resources Practice Lead

DATE: 7/13/2023

CRS# 03-405247-00-0

Registration # 19-00155538

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 08/09/2023 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 13, 2023 09:34 MDT)

MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Aug 14, 2023 17:48 MDT)

EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org#.

City of Santa Fe, New Mexico
Memorandum

DATE: July 7, 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
JLS

ITEM AND ISSUE:

Santa Fe Water Division Request for Approval of the four-year on-call engineering services Professional Services Agreement with Hazen and Sawyer for Capital Improvements Program (CIP) projects in the amount of $2,166,250; Request for Approval of a BAR/Increase from the Water Enterprise Fund Cash Balance in the amount of $2,166,250. Jonna Leigh Stack, jlstack@santafenm.gov, 505-955-4206

BACKGROUND AND SUMMARY:

The Santa Fe Water Division solicited proposals through a competitive bid process for an engineering firm to assist the WD with water resource management and planning, and with other engineering expertise to assist the WD in meeting CIP goals. The WD reviewed Hazen and Sawyer's (Hazen) proposal in response to the posted Request for Proposals and determined Hazen met all of the WD's needs. Hazen 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 Hazen, 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 and Hazen's work would include the following.

- Water resource supply and demand management that involves water budget analyses; water level monitoring; stream gaging and seepage studies; surface and groundwater interaction; and evapotranspiration calculation
- Drought management; new source of supply evaluations; system resiliency; supply and demand forecasting
- Water distribution and storage
- Wellfield and groundwater sustainability analyses
- Water budget and geohydrologic modeling analyses
- Compliance, litigation and permitting support
- Water utility management and engineering support
- Construction and project management
- Engineering design and critical third-party review throughout CIP project lifecycles

PROCUREMENT METHOD:

RFP 23/59/P, On-call Engineering Services for Water Resources Management and Planning

CONTRACT NUMBER:

Munis contract number is 3204162

FUNDING SOURCE:

The funding source is:
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 Hazen for on-call engineering technical services in the amount of $2,166,250 and approval of a BAR/Increase from the Water Enterprise Fund Cash Balance in the amount of $2,166,250.

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	7/7/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Professional Services	5050395	572960	WTR190501	2,166,250	
Cash Balance for FY 25					
				2,166,250	
REVENUES				{enter as negative #}	{enter as positive #}
				$ 2,166,250	$ -

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

On Call engineering services for Water Analysis

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(2,166,250)
TOTAL:	(2,166,250)

Jessica Chavez 7/7/2023
Prepared By {print name} Date

Division Director Signature {optional} Date

John Dupuis
Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Andy Hopkins (Jul 10, 2023 13:46 MDT) Jul 10, 2023
Budget Officer Date

Finance Director {≤ $5,000} Date

City Manager {≤ $60,000} Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED TO NAME AS AN ADDITIONAL INSURED IN A WRITTEN CONTRACT OR AGREEMENT PROVIDED THAT THE INJURY OR DAMAGE OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT. A PERSON OR ORGANIZATION IS INCLUDED AS AN ADDITIONAL INSURED UNDER THIS ENDORSEMENT ONLY FOR THAT TIME PERIOD REQUIRED BY THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

© Insurance Services Office, Inc., 2012

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: HAZEN AND SAWYER DPC
DBA: HAZEN AND SAWYER DPC

Business Location: 100 SUN AVE NE STE. 206
ALBUQUERQUE, NM 87109

Owner: HAZEN AND SAWYER DPC

License Number: 224218

Issued Date: February 07, 2023

Expiration Date: February 07, 2024

CRS Number: 03-405247-00-0

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

HAZEN AND SAWYER DPC
498 7TH AVE 11TH FL
NEW YORK CITY, NY 10018

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

HAZE&SA-01 KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/7/2023

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
Ames & Gough
8300 Greensboro Drive
Suite 980
McLean, VA 22102

CONTACT NAME:
PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279
E-MAIL ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Casualty Co of Reading, PA A(XV)	20427
INSURER B : Continental Insurance Company A(XV)	35289
INSURER C : Continental Casualty Company (CNA) A, XV	20443
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hazen and Sawyer
498 Seventh Avenue
New York, NY 10018

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			7036845683	3/29/2023	3/29/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab.						MED EXP (Any one person)	$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY X PRO- JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY			7036845635	3/29/2023	3/29/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp./Coll. Ded	$ 1,000
B	X UMBRELLA LIAB X OCCUR			7036845649	3/29/2023	3/29/2024	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			7036845652	3/29/2023	3/29/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liab.			AEH008231489	3/29/2023	3/29/2024	Per Claim/Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: PSA # 19-0235

City of Santa Fe, New Mexico is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability, Automobile Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and
Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe, New Mexico
Water Division Director
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

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Hazen Sawyer

Procurement Title: RFP 23/59/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 XX

Department Requesting Public Utilities Staff Name Jonna LeighStack

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:

Jonna Leigh Stack Program Admin

Department Rep Printed Name (attesting that all information included) | Title | Date

JoAnn Lovato Montaño | Contracts Supervisor | Jul 19, 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.

City of Santa Fe

Summary of Contracts, Agreements, Amendments & Leases

All fields to be completed by department:

1. Munis Contract: 3204162 Procurement # (RFP/ITB If any): 23/59/P

Contractor: Hazen Sawyer

Description: Professional Services Agreement for on-call engineering services with water reources management and planning expertise

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: July 1, 2023 Term End Date: July 1, 2027

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:**

JoAnn Lovato Montaño — Jul 19, 2023

Purchasing Officer Review: Date:

Comment & Exceptions: Procured via RFP 23/59/P

4. **Funding Source:** Water Enterprise Fund 500` **Org / Object:** 5050395.572960

Andy Hopkins (Jul 10, 2023 13:46 MDT) — Jul 10, 2023

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: jessica chavez Phone # _____

Email: jjchavez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed) Title Date

Item #: _____
Munis Contract #: 3204162
Original Contract Item #: 23-0516
RFP #: 2359-P

CITY OF SANTA FE
AMENDMENT No. 1 TO
Professional Services Contract
ITEM #23-0516

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 Hazen & Sawyer (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 all for payment of services based on available budget so that Article 3, paragraph A reads in its entirety as follows:

> A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rates indicated in the attached Fee Schedule based on the personnel conducting specific SOW services and the hours indicated, and BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC. Such compensation is based on available budget and is not to exceed eight million dollars ($8,000,000.00) including GRT, throughout the four-year term of the 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: Hazen & Sawyer

Greg Gates (Mar 19, 2025 13:57 PDT)
Greg Gates

Vice President
TITLE:

DATE Mar 19, 2025

CRS# 03-405247-00-0

Registration # 19-00155538

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 19, 2025 15:03 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/26/2025

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

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

PRODUCER	CONTACT NAME:	
Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Hazen and Sawyer 498 Seventh Avenue New York, NY 10018	INSURER A : Continental Casualty Company (CNA) A, XV	20443
	INSURER B : National Fire Insurance Company of Hartford A(XV)	20478
	INSURER C : Continental Insurance Company A(XV)	35289
	INSURER D : American Casualty Co of Reading, PA A(XV)	20427
	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 Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			7036845683	3/29/2025	3/29/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			7036845635	3/29/2025	3/29/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp./Coll. Ded	$ 1,000,000 $ $ $ $ 1,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			7036845649	3/29/2025	3/29/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
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		7036845652	3/29/2025	3/29/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liab.			AEH008231489	3/29/2025	3/29/2026	Per Claim/Aggregate	1,000,000

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

RE: CONTRACT #19-0235, ON-CALL ENGINEERING SERVICES FOR THE CITY

The City of Santa Fe, NM is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability, Automobile Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and
Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Automobile Liability and Employers Liability coverage. 30-day Notice of
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe, NM
Water Division Director
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



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ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Ames & Gough		Hazen and Sawyer 498 Seventh Avenue New York, NY 10018
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Description of Operations/Locations/Vehicles:
Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.
Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

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3204162 amendment 1 memo

Final Audit Report 2025-04-10

Created:	2025-04-10
By:	JIMMY TAPIA (jptapia@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwkfba4pGlYdnmq3cApXrdRf68Alglndv

"3204162 amendment 1 memo" History

Document created by JIMMY TAPIA (jptapia@santafenm.gov)
2025-04-10 - 5:32:02 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
2025-04-10 - 5:36:07 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-04-10 - 6:23:47 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-04-10 - 6:24:12 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
2025-04-10 - 6:24:17 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2025-04-10 - 7:38:39 PM GMT- IP address: 63.232.20.2

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2025-04-10 - 7:45:04 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-04-10 - 7:45:10 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-04-10 - 11:37:38 PM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-04-10 - 11:45:37 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-04-10 - 11:45:37 PM GMT

CITY OF SANTA FE

Date: **April 21, 2025**

To: **Governing Body**

Via: **Jesse Roach, Interim Public Utilities Director** JR
Regina Wheeler, Public Works Director RW

From: Michael Dozier, Wastewater Division Director MD

Subject: **Paseo Real Improved Wastewater Treatment Plant**

ACTION:
Request for Approval of the Grant Agreement with the New Mexico Environment Department in the Amount of $1,600,000 for the Capital Project SAP 24-I2455-GF for Repair and or Replacement of the Regional Wastewater Treatment Plant with a Reversion Date of June 30, 2028. (Michael Dozier, Wastewater Division Director; mldozier@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-I2455-GF.

2. Request for Approval of a Budget Amendment Resolution to Allocate $1,584,000 from the Capital Appropriation Grant SAP 24-I2455-GF for the Wastewater Treatment Plant to FY25 Wastewater Revenue and WIP Construction. with $16,000 withheld for AIPP

BACKGROUND AND SUMMARY:
The original Paseo Real Wastewater Treatment Plant, constructed in 1961, is experiencing increased operational and maintenance costs due to aging equipment and technology. This grant will support the Public Utilities Department to repair, design and construct improved wastewater treatment Plant.

FUNDING SOURCE: New Mexico Department of Finance and Administration
Fund Name/Number: WWM / 500
Munis Org Name/Number: WWM CIP / 5000375
Munis Revenue Object Name/Number: NM DFA / 490190
Munis Expenditure Object Name/Number: WIP Construction / 572970
Project Ledger Number: WWD2550002

ATTACHMENTS:
Grant Agreement SAP25-I2455-GF
Memorandum of Understanding with NCNMEDD (included in the Grant Agreement)
BAR
Project Ledger Request Form

PROCUREMENT METHOD:
This is a Grant Agreement. No procurement required.

Chief Procurement Officer Approval: n/a **Date:**
Comment/Exceptions:

Supporting Information:

CONTRACT NUMBER:
Grant Agreement # SAP24-I2455-GF

$$$$$ SOURCE/REVENUE: ☐Expense ☒Revenue
If the project is grant funded? List grant award number*: SAP24-I2455-GF*

Grant Manager / Accounting Officer Approval: Erika Lujan **Date:**
Erika Lujan (Apr 24, 2025 08:34 MDT)
Comment/Exceptions:

Project Ledger #: WWM2550002

Budget Officer Approval: n/a **Date:**
Comment/Exceptions:

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

Repair or Replacement of Existing Equipment:

☐Yes | ☒ No
If yes -> ☐Repair | ☐ Replacement
Please explain: NA

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

Project Ledger #: WWM2550002

Anticipated length of project: grant reverts 6/30/2028

Asset Manager Approval: **Date:**
Comment/Exceptions:

Department Approvals:
IT Components: ☐ **Yes | ☒ No**

Vehicles: ☐ **Yes** | ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes** | ☒ **No**

Approval:_____ **Title:**_____ **Date**:_____
Approval:_____ **Title:**_____ **Date**:_____
Comment & Exceptions:_____

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
CAPITAL APPROPRIATION PROJECT
City of Santa Fe
SAP 24-I2455-GF

THIS AGREEMENT between the New Mexico Environment Department hereinafter called the "Department" or NMED, and City of Santa Fe hereinafter called the "Grantee" becomes effective on the date signed by the NMED.

RECITALS

WHEREAS, in the Laws of 2024, Chapter 66, Section 20, Subsection 101 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

SAP 24-I2455-GF $1,600,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 20, Subsection 101, One Million Six Hundred Thousand Dollars, ($1,600,000.00), from the General Fund to acquire land for and to plan, design, construct, purchase, repair, permit and improve a regional wastewater treatment plant for Santa Fe in Santa Fe county;

The Grantee's total reimbursements shall not exceed One Million Six Hundred Thousand Dollars, $1,600,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ($16,000.00)[1], if

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

applicable, One Million Five Hundred Eighty Four Thousand Dollars, $1,584,000.00 (the "Adjusted Appropriation Amount").
In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
   a. must be approved by the applicable oversight entity (if any) in accordance with law; or
   b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures

[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.

incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. The Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed on their Resolution of Signatory Authority as their representatives with all matters concerning this Agreement.

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

NMED Program Administrator
NMENV-cpbsap@state.nm.us
505-670-3583
505-670-3615

NMED Project Manager
Name: Stephanie DuBois
Email: stephanie.dubois@env.nm.gov
Telephone:505-222-9568

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2028 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended, and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or
(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
(iii) Termination for violation of the terms of this Agreement; or
(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

If the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee a minimum of thirty (30) days' written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

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

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

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:

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

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

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

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

C. **Deadlines**

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

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

(ii) No more than twenty (20) days from date of Early Termination; or

(iii) For reverting projects, no more than twenty (20) days after June 30 reversion unless advised in writing differently.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

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

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the New Mexico Environment Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a New Mexico Environment Department Grant Agreement. Should the New Mexico Environment Department early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor.
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement.
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance.
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Entity Name

_____
Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

_____
Date

New Mexico Environment Department

_____
Bureau Chief, NMED Construction Programs Bureau
Signed pursuant to the February 19, 2024 Secretary of Environment Delegation Order

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Appropriation Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (Jan 15, 2025 15:40 MST)

ASSISTANT CITY ATTORNEY

FINANCE:

Emily K. Oster

_____

EMILY OSTER, FINANCE DIRECTOR

Exhibit 1 – Request for Payment
Not for NMED use. NMED Disbursement Form is below.

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

I. Grantee Information
(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount *(If Applicable)*:	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	$ 0.00
F.	Reversion Amount *(If Applicable)*:	$ 0.00
G.	Grant Balance:	$ 0.00

H. ☐ GF ☐ GOB ☐ STB *(attach wire if first draw)*
I. ☐ Final Request for Payment *(If Applicable)*

III. Fiscal Year : 2024 (July 1, 2023-June 30, 2024)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer or **Fiscal Agent** *(If applicable)*	**Grantee Representative**
Printed Name	Printed Name
Date:	Date:

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer	Date	Division Project Manager	Date

September 2014

Exhibit 2 – Notice of Obligation

Not for NMED Use, Contact Project Manager

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Project Manager

FROM: Grantee Entity: _____

Official Representative: _____ _____
Signature

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Project Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
FA--SANTA FE PASEO REAL WWATER TRTMNT FCLTY CONSTRUCT - SAP 24-I2455-GF

Payment Request No_____

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

Rev. May 2024		NEW MEXICO ENVIRONMENT DEPARTMENT			
		CONSTRUCTION PROGRAMS BUREAU			
NMED DISBURSEMENT REQUEST					
SPECIAL APPROPRIATIONS PROGRAM (SAP)					
A. NAME OF ENTITY			C. DISBURSEMENT REQUEST NUMBER		
B. PROJECT NUMBER			D. GRANT AMOUNT		

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees								
Other Professional								
Service Fees								
Inspection Fees								
Property Acquisition								
Construction Cost								
Planning Cost								
Equipment								
Other Costs (specify)								
Contingencies								
TOTAL								

Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.		Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.	

Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Reporting Certification: I hereby certify to the best of my knowledge and belief, that the database reporting is up to date; to include the accuracy of the expenditures and grant balance, project status, project phase, achievements and milestones, and in compliance with Article VIII of the Capital Outlay Grant Agreement.

Signature of Official Representative:	Typed or Printed Name:	Phone:	Date:
X			

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)
Resolution Number

Whereas, the **Governing Body** of **the City of Santa Fe in Santa Fe** County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as **Project Number SAP 24-I2455-GF**

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

Alan Webber, Mayor or successor is authorized to sign the Grant Agreement for this project, and

Jesse Roach, Interim Utilities Director and Felicity Fonseca, NCNMEDD, Contracted Fiscal Agent or successor are the OFFICAL REPRESENTATIVE(S) who are authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Requests for Payment and to act as the project contact), and

David Chapman, Grant Administrator, or successor is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement.

David Chapman. Grant Administrator successors is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

PASSED, APPROVED, AND ADOPTED: ____

Name, Mayor/ Chairperson/ Director/ Officer, Title, Community/ Utility

_____ _____

(Signature) **Date**

(SEAL)

ATTEST:

_____

(Municipal Clerk)

Name of Grantee: City of Santa Fe Project Number: SAP 24-I2455-GF

Current Authorized Signatures (submit with Signature Resolution, update when necessary)

Authorized to Sign Agreement			
Name	Alan Webber	Name	
Title	Mayor	Title	
Signature		Signature	
Address	PO Box 909, Santa Fe, NM	Address	
	87501		
Email	mayor@santafenm.gov	Email	
Phone	505-955-6590	Phone	
Official Representatives authorized to sign Disbursement Requests and all other documents.			
Name	Jesse Roach	Name	Felicity Fonseca
Title	Interim Public Utilities Director	Title	NCNMEDD, Contract Fiscal Agent
Signature		Signature	Felicity Fonseca Felicity Fonseca (Mar 14, 2025 10:36 MDT)
Address	801 San Mateo Rd., Santa Fe NM	Address	3900 Paseo Del Sol, Santa Fe, NM
	87505		87507
Email	jdroach@santafenm.gov	Email	felicityf@ncnmedd.com
Phone	505-955-4309	Phone	505-356-9098
Alternate Official Representative, to sign Disbursement Requests and all other documents and act as the Point of Contact.			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Designated Agent or Employee that will make monthly CPMS updates			
Name	David Chapman	Name	
Title	Public Works Grant Administrator	Title	
Signature	DAVID A. CHAPMAN DAVID A. CHAPMAN (Mar 12, 2025 11:13 MDT)	Signature	
Address	737 Agua Fria St. Santa Fe, NM	Address	
	87501		
Email	dachapmant@santafenm.gov	Email	
Phone	505-955-6251	Phone	
Notice of Obligations (NOO's)			
Name	David Chapman	Name	
Title	Public Works Grant Administrator	Title	
Signature	No Signature Required	Signature	No Signature Required
Address	737 Agua Fria St., Santa Fe, NM	Address	
	87501		
Email	dachapmant@santafenm.gov	Email	
Phone	505-955-6251	Phone	

ATTACHMENT B
TECHNICAL REQUIREMENTS
NEW MEXICO ENVIRONMENT DEPARTMENT
CAPITAL OUTLAY

ARTICLE 1 REVIEW

Upon execution of the grant agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

A. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee and related to the project for the creation of a notice of obligation. Only approved eligible expenditures incurred **after** the effective date of the Grant Agreement shall be reimbursed or paid from these funds.

B. If grant funds are used for construction, a site certificate must be submitted prior to project bid advertisement that certifies all necessary easements, rights-of-way, and/or property upon or through which the project is being constructed have been obtained. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.

C. If grant funds are used for construction, the Grantee will submit notice of the award and a copy of the executed construction contract documents.

D. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction.

E. All daily construction inspection reports shall be made available to the NMED upon request.

F. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.

ARTICLE 2 NMED OVERSIGHT

NMED oversight is only for purposes of compliance with applicable state grant requirements, procedures, statutes, and regulations. NMED approval will not be interpreted as a warranty or guarantee of any kind. Responsibility for the design of the project will lie solely with the engineer of record. All defects and their correction will be the responsibility of the Grantee and its contractors and engineers or consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and engineers or consultants will remain responsible for the completion and success of the project. No action by NMED shall relieve the owner, engineer, or contractor of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 CLOSEOUT

A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the engineer of record.

B. If the grant funds are used for purchase of equipment, final payment will be made after receipt of the equipment and equipment title, if applicable. Appraisal reports are required for the purchase of used equipment.

C. If the grant funds are used for construction, final payment will be made after the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:

i. A certificate of substantial completion including punch list items.

ii. A final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.

iii. A written consent of the surety, if any, to final payment.

iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.

v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.

vi. Certification letter of project acceptance by the Grantee and the Grantee’s project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.

vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.

ALTERNATIVE FISCAL AGENT
ATTACHMENT FA

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this ____day of _____, 20__, by and between the New Mexico Environment Department, hereinafter called the "Department", and Santa Fe, City of, hereinafter called the "Grantee", by the North Central NM Economic Development District, authorized agent, hereinafter called "Fiscal Agent."
This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of (2024), Chapter (66), Section (20), Subsection (101), the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Grantee contracted with the Fiscal Agent for capital outlay fiscal agency services as set forth in Memorandum of Understanding, and

WHEREAS, the Grantee requests the Fiscal Agent act as the authorized agent for capital outlay projects awarded by the New Mexico legislature and administered by the Department.

WHEREAS, the Department recognizes, and will contract with the Grantee through its authorized agent, and

WHEREAS, the Department: successor agency, may enter into grants and contracts as appropriated by law.

MEMORANDUM OF UNDERSTANDING
BETWEEN
Santa Fe, City of (Grantee)

AND
North Central NM Economic Development District (Fiscal Agent)

This Memorandum of Understanding (MOU) confirms that the Grantee is working with the Fiscal Agent for the administration of a New Mexico legislative special appropriation to the New Mexico Environment Department (NMED).

In accordance with the terms of the NMED Grant Agreement (Article X, B., (v)), the governing board of the Grantee will adopt a resolution "authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment." The resolution will also authorize the Fiscal Agent and a Fiscal Agent signatory authority.

The special appropriation grant agreement is:
SAP 24-I2455-GF, in the amount of One Million Five Hundred Eighty Four Thousand Dollars ($1,584,000.00), expiring 6/30/2028 and has been appropriated "to acquire land for and to plan, design, construct, purchase, repair, permit and improve a regional wastewater treatment plant for Santa Fe in Santa Fe county;"

It is mutually agreed that the Grantee will determine the specific work to be completed, will oversee construction, and will own and operate the improvements resulting from completion of the Project. By this MOU, it is understood between the parties that the Fiscal Agent is authorized to act for the Project, and will be responsible for administration, procurement, and payments related to the project.

The Fiscal Agent shall not be compensated from any grant funds for services rendered, or credited for services rendered, during the term of this MOU or during the duration of the Project.

This MOU shall be in effect for the duration of the grant agreement and terminates if the Grantee designates a new Fiscal Agent, or when the grant agreement expires or the project is complete and all close out documents are received, whichever comes first. The parties affirm their understanding and agreement by their signatures below. The parties may enter into a contractual agreement related to this project, but the terms of the agreement shall not conflict with the terms of this MOU or the Resolution.

IN WITNESS WHEREOF, the parties have duly executed this MOU as of the date of execution by the Fiscal Agent.

GRANTEE:

_____

Signature of Official with Authority to Bind Grantee

By:_____

(Type or Print Name)

Its:_____

(Type or Print Title)

_____

Date

FISCAL AGENT:

Monica Abeita

Monica Abeita (Mar 17, 2025 18:56 MDT)

_____

Signature of Official with Authority to Bind Fiscal Agent

By:_____

(Type or Print Name)

Its:_____

(Type or Print Title)

Mar 17, 2025

_____

Date

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Appropriation Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (Jan 15, 2025 15:40 MST)

ASSISTANT CITY ATTORNEY

FINANCE:

Emily K. Oster

_____

EMILY OSTER, FINANCE DIRECTOR

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities / Wastewater	12/10/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - WW Treatment Plant	5000375	572970	WWD2550002	1,584,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMED - SAP 24-I2455 GF WW Treatment Plant	5000375	490190	WWD2550002	(1,584,000)	
				$ -	$ -

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

Agreement with NM Enviroment Department to construct and improve the regional wastewater plant, in the total amount of $1,584,000 (net of 1% AIPP deduction). Term 06/30/2028 (NMED SAP 24-I2455-GF)

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

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

Linda MacAllister — 4/21/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Apr 22, 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 — 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: 12/10/2024

Project Title: WW Treatment Plant

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: WWD2550002
Grant ID: S2548
Approved By: Erika Lujan (Dec 12, 2024 13:55 MST)
Entered By: CMT (Finance Use Only)

Department: Public Utilities Project Manager: Fred Heerbrandt Ext: 4623

Project Date Range: 12/10/2024 to 06/30/2028 ☑ Create Fixed Asset

---

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

Funding Source: NMED SAP 24-I2455-GF % of Funding: 100% (less 1% AIPP)

MUNIS ORG: 5000375 MUNIS OBJ: 490190 Awarded Amount: $1,584,000

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: Design MUNIS ORG: 5000375 MUNIS OBJ: 572960

Phase: Construction MUNIS ORG: 5000375 MUNIS OBJ: 572970

Phase: _____ MUNIS ORG: _____ MUNIS OBJ: _____

Contract number: _____ Comments/Other:

GRANTS ONLY:

Grantor Name: NMED SAP 24-I2455-GF Awarded Amount: 1,600,000.00(-AIPP)

AR Charge Code: 5000375.490190 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700004 Federal CFDA (if applicable): N/A

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

Signature: Regina Wheeler
Regina Wheeler (Apr 21, 2025 18:15 MDT)

Email: rawheeler@santafenm.gov

City of Santa Fe, New Mexico

Memorandum

DATE: April 18, 2025

TO: Budget Director, Public Works and Utilities Committee, Finance Committee, Governing Body

FROM: William Schneider, Water Division Water Resource Coordinator WS

VIA: Jesse Roach, Public Utilities Department Interim Director JR

RE: BAR

ITEM AND ISSUE:

The Public Utilities Department, Water Division requests approval of a Budget Adjustment Resolution (BAR) in the amount of $255,722.00 from the Water Cash Fund to pay the Department of Interior, US Bureau of Reclamation for the City of Santa Fe Water's annual operations, maintenance and replacement (OM&R) costs for the San Juan Chama Project (SJCP).

BACKGROUND AND SUMMARY:

As set forth in San Juan Chama Project (Project) Contract No. 7-50-X089U with Department of Interior, US Bureau of Reclamation, the City is obliged to reimburse 5.436% of total OM&R costs, which is based on the pro rata amount of the City's SJCP allotment. The Project was constructed in the early 1970s and is undergoing significant upgrades and replacement efforts to critical infrastructure as outlined in the USBR Annual OM&R Report, as well as the SJCP Contractors Asset Management Plan. Over the next 5 years, the USBR and SJCP Contractors will oversee engineering design and construction of the Azotea Outlet Drop Structure, the Blanca Diversion, and SCADA systems.

CONTRACT NUMBER:

Munis contract number is 3201844.

FUNDING SOURCE:

Move Funds From:
Water Enterprise Cash Fund 505

Move Budget To:
Munis Org Name/Number: Water Conservation/5050382
Munis Object Name/Number: Service Contracts/510310

REQUESTED ACTION:

The Water Division respectfully requests your review and approval.

ATTACHMENTS:

1. Budget Amendment Request (BAR)

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities Department / Water Division	4/16/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water Conservation, Service Contracts	5050382	510310		255,722	
REVENUES				*{enter as negative #}*	*{enter as positive #}*

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

The cost of operations, maintenance and replacement conducted by the DOI, US Bureau of Reclamation related to the San Juan Chama Return Flow Pipeline project has increased. Please refer to attached memo. This increase was not anticipated at the time of creating the FY 24-25 budget.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	255,722
TOTAL:	**255,722**

Jonna Leigh Stack for William Schneider — 4/16/2025
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 — Apr 22, 2025
Budget Officer — Date

Division Director Signature *{optional}* — Date

Apr 22, 2025
Interim Dept. Director Signature, Jesse Roach — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Signature: WILLIAM SCHNEIDER
WILLIAM SCHNEIDER (Apr 22, 2025 08:48 MDT)

Email: whschneider@santafenm.gov

Memo w BAR_USBR Increase_4-18-25

Final Audit Report 2025-04-22

Created:	2025-04-22
By:	Jonna Stack (jlstack@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfu4CTNHIErv74EAawCAW7Qq88g1FwE4I

"Memo w BAR_USBR Increase_4-18-25" History

Document created by Jonna Stack (jlstack@santafenm.gov)
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Signature Date: 2025-04-22 - 10:47:36 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-04-22 - 10:47:36 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

Memorandum

Date: May 2, 2025

To: Governing Body

From: Emily Oster, Finance Director
Andy Hopkins, Budget Officer AJH

Via: Mark Scott, City Manager

RE: FY2025-2026 Budget – Finance Committee Action

EXECUTIVE SUMMARY:

On behalf of the Mayor, the Finance Department requests approval of the Fiscal Year 2025-2026 Operating Budget.

BACKGROUND:

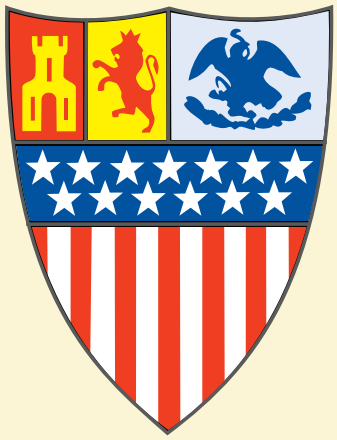
The proposed Fiscal Year 2025-2026 ("FY26") "All Funds" operating expenditures budget of $479.4 million reflects an increase of $39.4 million, or 8.9%, when compared to the FY25 original budget. The proposed FY26 General Fund expenditures budget totals $160.5 million, an increase of $21 million, or 15%, from the FY25 original budget. These increases are primarily attributable to employee salary increases recommended by the Classification & Compensation Study (of which the final two phases will be implemented in FY26), and to increases in employer contributions to the Public Employees Retirement Association (PERA) mandated by New Mexico State statute.

The attached packet includes the Proposed FY26 Budget Book, which incorporates the anticipated FY26 Organizational Chart and the budget summaries by department, fund and category for the FY26 Recommended Budget.

After the Governing Body's approval, the Finance Department will forward the Resolution and Operating Budget to the New Mexico Department of Finance and Administration/Local Government Division for its approval as required.

ATTACHMENTS:

Resolution
Fiscal Impact Report
Memo Attachment - Budget Book



THE CITY OF
SANTA FE

Proposed FY 2025-26 Budget

PROPOSED FISCAL YEAR 2026 BUDGET

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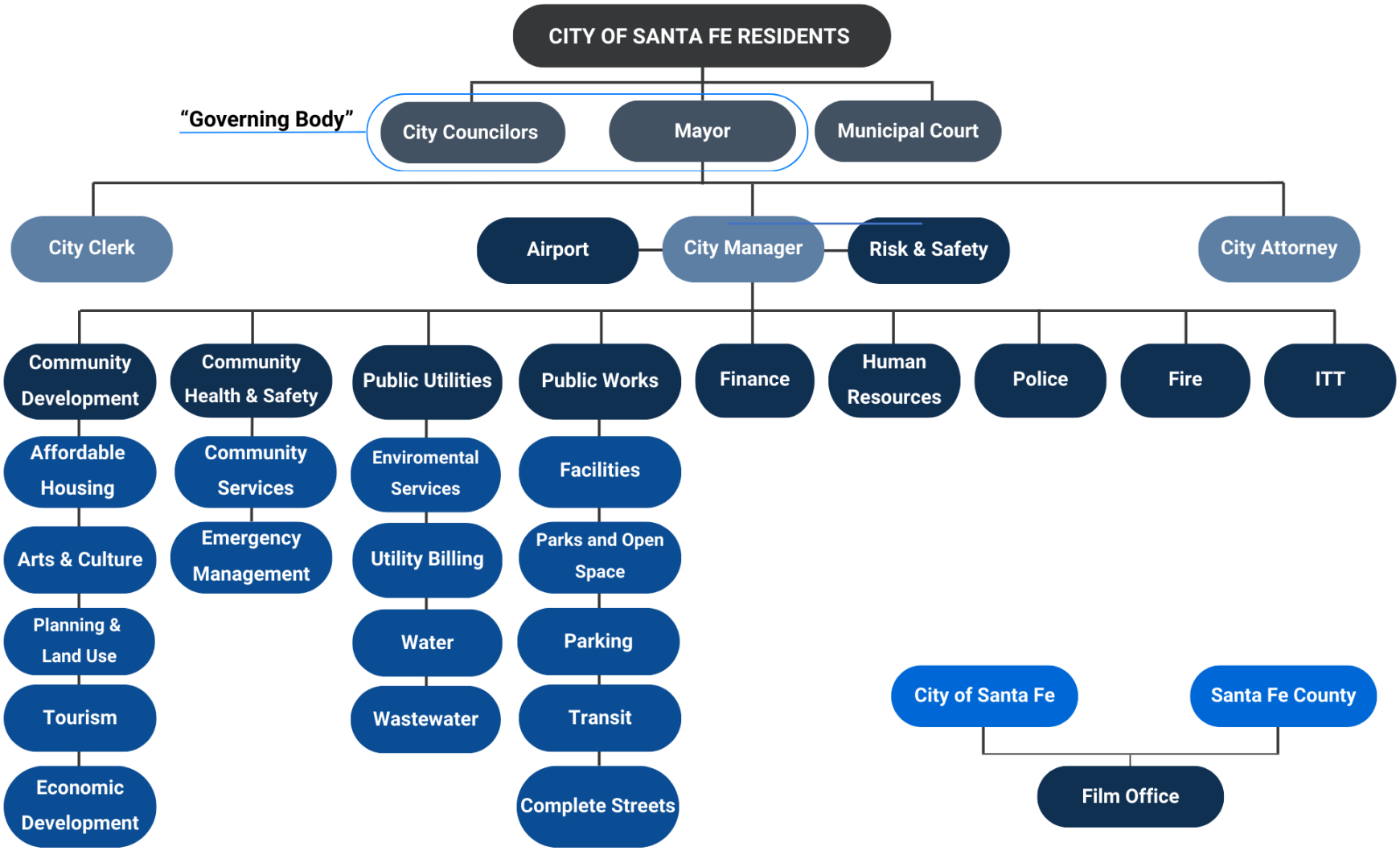
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I. CITY OF SANTA FE - ORGANIZATIONAL CHART



II. ELECTED OFFICIALS



Mayor Alan Webber



Alma Castro - District 1 Councilor



Signe Lindell - District 1 Councilor



Carol Romero-Wirth - District 2 Councilor



Michael J. Garcia - District 2 Councilor



Pilar Faulkner - District 3 Councilor



Lee Garcia - District 3 Councilor



Jamie Cassutt - District 4 Councilor



Amanda Chavez - District 4 Councilor

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

To the People of Santa Fe and the Members of the Santa Fe City Council:

With this letter I am pleased to submit the budget proposal to you for your consideration.

This is my eighth budget as your Mayor. Each budget has come at a different moment, colored by different factors—some far beyond our control, such as COVID, others based on our own principles and priorities. Looking across them as a series of plans generated by a single administration yields a remarkable consistency and strong commitments.

We are committed to making City government work, work well, and work for everyone in our community. To do that, we have sought pay increases and outstanding benefits for the women and men who work for the City—and who make the City work. This budget continues that commitment.

We are committed to the safety, security, health, and livability of all parts of our city. By supporting our first responders and investing in quality-of-life programs, we keep Santa Fe the best place in America to live, work, thrive and raise a family.

We are committed to Santa Fe's future sustainability and ecological well-being. In the face of the growing threat to our planet, we have invested in programs that will provide for Santa Fe's future needs in water, land, air, and energy. We do so with full confidence that we are keeping our environmental promises to future generations.

We are committed to more choices, more options, more opportunity, and more possibilities for our city's residents. This budget continues that commitment by investments in smart planning on a city-wide basis, and by wise decisions in the development of midtown and other parts of the City where we will see more housing, more jobs, and more amenities for the people of Santa Fe.

But like other budgets that are a product of their moment, this budget comes at a particularly troubling time, more for the nation than for Santa Fe. Our books are in shape; our accounts are solid; and our reserves are sound. But in the larger macro-economic and political climate there is enormous uncertainty and turmoil. Worse, we are witnessing unprecedented attacks on our fundamental democratic values. Our community is rightly concerned over the threat of mass deportations and the wholesale violation of civil rights and civil liberties. In our nation's capital,

overnight executive orders substitute for thoughtful legislative processes. Chaos at the federal level—and therefore at the international level—makes it even more important that we make sound decisions at the local level. Our first duty is to the people of Santa Fe—this budget fulfills that duty.

A few basic facts about this budget. First, the overall City budget for FY26 reflects expected expenditures of $479,438,592. This represents an 8.9% increase over the previous year. General Fund budgeted expenditures, which encompass most City programs and activities, are expected to rise to $160,526,206, or a 15% increase over the prior fiscal year. Gross Receipts Tax revenues are expected to see a small increase from $99 million to $104.8 million, or 5.9%. However, these increases are due to a change in accounting practices that involves both transfers in and transfers out between funds. Other than transfers, the largest factors reflected in the budget increases are the final tranche of recommended Classification and Compensation study salary increases, increased PERA contributions, and an across-the-board pay increase.

There are several conclusions to draw from these numbers. The first is that Santa Fe City government has grown significantly over the last eight years, not only in size, but also in complexity. A budget of this scale and scope is something we need to acknowledge. We have the capacities of a city, the demands of a city and the problems and opportunities of a city. Every budget from this point forward must reflect that reality.

Second, while the budget does show an increase over last year's, it is fundamentally a conservative financial plan for Santa Fe. It is almost entirely the growth of the Gross Receipts Tax that makes possible the civic progress envisioned in this budget. Because of our dependency on Gross Receipts Tax, it's imperative that we make sound and fiscally responsible spending plans, recognizing that, as we've done in the past, unanticipated revenue can be allocated at any time during the fiscal year.

Every budget comes with deliverables—the things the people of Santa Fe can expect their City government to deliver in the coming year in the way of services, programs, and results. What are the deliverables in this budget?

When it comes to public safety—our first and highest priority—this budget enables us to shrink the vacancies in the Police and Fire Departments and, at the same time, shift to civilians some duties and responsibilities better suited to non-uniform City employees. We continue to invest in the best public safety equipment that we can acquire, such as new fire vehicles at the Santa Fe Regional Airport, and more supplies that will make sure our firefighters can protect us from the threat of wildfires. This budget makes good on our plan to bring state-of-the-art speed and noise monitoring technology to our streets, giving us both safer streets and improved quality of life.

Infrastructure continues to be a major part of our city's growth and evolution. This year will see a significant street and road rehabilitation program, funded in part by the first increment of the $25 million bond issue overwhelmingly approved by our voters. In addition, we'll incorporate preventative maintenance techniques into our public works efforts, protecting street surfaces and extending their useful lives.

This budget also invests in the city's economic future in ways that will continue to diversify jobs and opportunities for our current residents and their children. The Airport will begin a new master plan, kick off a second phase terminal expansion, begin the long-awaited Jaguar Road access, and welcome a direct flight to Southern California. Midtown will continue to move forward, full speed ahead, with more parcels offered for development, focusing particularly on affordable housing and mixed-use projects. Housing will continue to be at the heart of our city's future, with more affordable and workforce units at Midtown, Tierra Contenta Phase 3, and other parcels across the city. In this budget, when we talk about housing, we're really talking about the people of Santa Fe: housing of all kinds and in all parts of the city is a must if we intend to maintain the diversity of our community. Two critical projects in Land Use call out for the attention and participation of everyone in our city: the updates to the zoning code and the General Plan. For Santa Fe to remain the special place we love, we all must participate in these vitally important planning processes.

Public works and infrastructure investments attract enormous attention, and rightfully so. They involve projects we can see, touch, use, and feel, projects we walk and drive on, buildings we occupy, and facilities we use and enjoy. Just as important—perhaps more important given the uncertainty in Washington, DC—are investments in our people, investments in social policy, and investments in the intangibles of our community.

This budget takes a full measure of our social network, and of the policies and programs that bring us together and bind us to each other.

Homelessness is a crisis in every city in America, and Santa Fe is no exception. We have a strong, bold action plan to address the needs of our homeless residents and to protect the residents and businesses impacted by the consequences of homelessness. We're committed to a Cerrillos Road crisis intervention plan, to pallet homes that offer immediate, if temporary, shelter to our unhoused residents, to wrap-around services for the unhoused, and to investments in the safety of our neighborhoods. We believe deeply in Santa Fe's young people, and will continue to promote their safety, opportunity, and well-being in violence reduction programs, job training efforts, and just plain fun at the Teen Center and in our parks and recreation programs.

To make Santa Fe a place where everyone who works in our city can afford to live in our city, we'll bring forward modifications to our living wage ordinance and continue to grow our innovative and proven Mayors for a Guaranteed Income program, in partnership with the Santa Fe Community College.

Last year, the centerpiece of our budget was the way we took care of our tireless City employees. This year is no different. Our City employees are our greatest asset. Already the Governing Body has adopted a new health care agreement that not only keeps intact and unchanged the finest benefit package in all of New Mexico's public sector, but also provides for a "holiday" that will keep one pay period's benefit cost in every single City worker's paycheck.

Beyond that, this budget makes good on a promise made two years ago to implement our Classification and Compensation study. The whole point of that study was to bring our workers' wages to market parity. We've done that through a series of step-by-step increases, and this

budget completes that process. With this budget we can mark "paid" next to that promise. The City will also increase its contribution to PERA benefits in this budget, to the tune of $2 million for all funds. In addition to the benefits package and the Classification Compensation increases, this budget calls for a 3% across-the-board salary increase for all City employees, and absorbs the resulting additional benefits costs.

We continue to focus on making City government work better. Paying people what they're worth is the first step; everything starts with people. The next step is to implement processes and systems that make sure the deliverables this budget pays for materialize for the good of our community. With that in mind, we will implement a management system that includes goals and objectives for all City employees and provides for regular check-ins for course corrections. There are also three important reorganizations we will implement to make City government work smarter and better:

1. Creating a single unified division that brings together the City's critically important Conservation and Sustainability policies, programs, and projects.

2. Emphasizing the two different components of our housing strategy by separating the homelessness initiatives from our housing production efforts, particularly in affordable and workforce housing.

3. Establishing a civilian enforcement unit to administer the speed and noise amelioration effort and, perhaps, to include other inspection and nuisance abatement activities.

I continue to believe that Santa Fe is one of the most forward looking, progressive, ambitious, and well-run cities in America. For that we have many people to thank and to recognize, starting with the generous, civic-minded people of Santa Fe. Your support and constant encouragement have made it possible for us to attract and retain some of the finest, hardest- working, and most dedicated managers in Santa Fe's history. They continue to push forward on behalf of this community. We are also very fortunate to have as our City Manager Mark Scott, who brings a wealth of experience, knowledge, and good judgment to his position.

This budget is programmatically ambitious and fiscally sound. It calls on all of us to give our best to keep Santa Fe the best—that is our promise and our commitment.

I commend it to you and urge your enthusiastic support for all this budget stands for and all it promises to our people and our city.

Alan Webber
Mayor

IV. EXECUTIVE SUMMARY

The proposed FY26 budget continues to build on the Mayor and the City Council's collaboration to set a fiscally sustainable course for the City of Santa Fe, while investing in shared priorities to deliver exceptional services to build a better city for Santa Feans.

The proposed FY26 budget invests in our workforce. The City's Classification & Compensation Study was completed in December 2023; the proposed FY26 budget focuses on implementing the recommendations provided by that study. This implementation will continue to be done in stages. The first stage, bringing all employees up to the minimum of the recommended pay grade as well as the first 25% of the study's recommended total salary increases (known collectively as "hybrid parity"), took effect in March 2024. The second phase of hybrid parity took effect in January 2025. Two more phases of parity increases will be implemented in FY26, beginning with phase three, which will go into effect in July of 2025. The fourth and final phase will go into effect in December of 2025. The study updated the job grades to market levels, enabling positions to be hired at current market rates. The men and women who work for the City make extraordinary efforts to keep Santa Fe functioning, and have implemented tools to create a more efficient City government. This has resulted in improvements to City operations, and more positive citizen experiences with City services.

We are listening to our community. This budget focuses on maintaining core and essential services; at the same time, we are finding ways to innovate in the delivery of those services, while ensuring that we are paying our employees a fair and competitive wage.

Proposed FY26 Budget - Expenditures

The proposed FY26 budget meets the City's financial obligations, including the final phases of employee salary increases as recommended by the Classification & Compensation Study and mandatory retirement plan increases, and leverages the City's resources into shared goals. The proposed budget also includes increased funding for public safety, with the goal of keeping our community safe. The proposed FY26 all funds expenditures budget of $479.4 million reflects a increase of $39.4 million, or 8.9%, when compared to the FY25 original budget. The proposed FY26 General Fund expenditures budget totals $160.5 million, an increase of $21 million, or 15%, from the FY25 original budget. These increases are primarily attributable to employee salary increases recommended by the Classification & Compensation Study (of which the final two phases will be implemented in FY26), and to increases in employer contributions to the Public Employees Retirement Association (PERA) mandated by New Mexico State statute. These increases reflect the administration's goal to ensure that employees are fairly compensated for the hard work they do to serve the citizens of Santa Fe.

PROPOSED FISCAL YEAR 2026 BUDGET

FY26 Budget Highlights

The proposed FY26 budget is a fiscally responsible budget that focuses on strategic investments in critical areas including:

Investing in a Compensation Package for Our Workforce

- Funding necessary to provide salary increases for all American Federation of State, County and Municipal Union (AFSCME) and non-union employees as recommended by the Classification & Compensation Study. These increases were divided into four phases; phases one and two went into effect in FY25, while the final phases three and four are budgeted to come into effect in FY26. The combined total cost of these increases in the proposed FY26 budget (including the recurring impact of increases that originally went into effect in FY25) is $11.7 million.

- An increase in employee retirement (PERA) costs mandated by New Mexico State Statute, amounting to $2 million.

- A reduction in employee health care paycheck deductions equivalent to one pay period's costs, made possible by the City's transition to a new employee health insurance administrator.

- The addition of new positions in areas where the need for additional staffing is critical.

- An allocation of $4.5 million to fund a 3% increase in salary and salary-dependent benefits for all City employees.

Creating Housing and Livable Neighborhoods, Balanced with Sustainable Growth

The Affordable Housing Department's proposed FY26 budget increased by $2.6 million, or 43.1%, from the FY25 original budget. The Department's proposed FY26 General Fund budget increased by $2,114,995 or 122.5% from the FY25 original budget. The proposed FY26 budget includes $5 million for affordable housing initiatives and programs, including low-income homebuyer and housing assistance.

Creating Good Jobs and a Robust Local Economy

The Economic Development Department's proposed FY26 budget increased by $1.6 million, or 42.9%, from the original FY25 budget. The Department's proposed FY26 General Fund budget increased by $1.9 million, or 216%, from the original FY25 budget. The proposed FY26 budget includes $1.3 million for various contracted services, including business development and entrepreneurial support; strategic planning; grant management support; community outreach;

business incubation and small business resources; and Local Economic Development Act (LEDA) projects.

The Metropolitan Redevelopment Agency's proposed FY26 budget increased by $25,043, or 4.4%, from the original FY25 budget. The proposed FY26 budget includes $24,268 for architecture services, and $122,058 for various contracted services, including urban planning, and project management.

The Santa Fe Film Office's proposed FY26 budget totals $504,955. In FY25, the Office was transferred from Santa Fe County to the City as per a Memorandum of Understanding (MOU) with Santa Fe County. The proposed FY26 budget includes $25,000 in funding for website design and maintenance, advertising design and printing services; and $20,000 in funding for locations database software and a locations photographer.

Preserving, Protecting, and Advancing our History, Art and Culture

The Arts & Culture Department's proposed FY26 budget decreased by $25,987, or 1.2%, from the original FY25 budget. The proposed FY26 budget includes $224,000 in funding for arts sponsorships, curator services, United Nations Educational, Scientific, and Cultural Organization (UNESCO) projects, and event planning services, and $831,454 for arts- and culture-related advertising services. The budget also includes funding for one new full-time Administrative Manager position to allow the Department to maintain and expand community initiatives and improve internal operations.

Helping Those Who Need the Most Help and Investing in the Welfare of the Community

The Community Services Department's proposed FY26 budget decreased by $149,683, or 0.4%, from the FY25 original budget. The Department's proposed FY26 General Fund budget increased by $5.7 million or 40.7% from the FY25 original budget. The proposed FY26 budget includes $31,160 for Library courier services; $107,325 to support tutoring, kenpo karate, yoga and a variety of educational classes; $2,875 to support Senior in-home support, nutrition programs and Senior volunteer programs; $20,000 for veteran's services including navigation services for homeless and precariously-housed veterans and scholarships for veterans and their dependents; and $1,140,450 for youth programs including Big Brothers Big Sisters, Growing Up NM, and Youth Shelters and Family Services. The budget also includes funding for three new Program Manager positions in the Youth & Family Services Division to strengthen the City's capacity to manage housing programs, coordinate homelessness response efforts, and enhance data-driven policy development initiatives. These positions will fill the critical roles of housing and support services program manager, homelessness response program manager, and data, reporting and policy development program manager.

Making Santa Fe Sustainable While Providing Essential Services

The Public Utilities Department's proposed FY26 budget increased by $14.5 million, or 16.9%, from the FY25 original budget. The proposed FY26 budget includes $7.2 million in the Water Division for the City's share of the Buckman Direct Diversion (BDD) budget; $3.2 million to support repairs and maintenance to Wastewater systems and equipment; $3 million for vehicles in ESD, including four solid waste collection vehicles; $2.5 million for program manager support related to Phases 2 and 3 of the UCS billing system upgrade; $1.7 million in UCS to build and implement a customer portal for utility payments; $1 million for consulting services to assist daily financial accounting and the year end audit; $500,000 in ESD to support the Clean Energy Program; and $486,902 for chemicals related to water treatment.

Keeping Santa Fe Safe and Secure

The Fire Department's proposed FY26 budget increased by $5.9 million, or 19.6%, from the FY25 original budget. The Department's proposed FY26 General Fund budget increased by $5.9 million, or 20.5%, from the FY25 original budget. The proposed FY26 budget includes $80,000 for the purchase of medical equipment and paramedic school tuition, and $25,000 for psychological screening services for Department employees.

The Police Department's proposed FY26 budget increased by $2.2 million, or 5.5%, from the FY25 original budget. The Department's proposed FY26 General Fund budget increased by $1.5 million, or 4.2%, from the FY25 original budget. The proposed FY26 budget includes $40,000 to administer verbal and written psychological screenings, post-traumatic incident assessments, fit-for-duty examinations, and counseling sessions for Police Officer applicants; $28,720 to assist in investigations pertaining to domestic violence and sexual assault; and $7,000 to provide hazmat cleanup services for crime scenes. The budget also includes funding for five new positions, including four Project Specialist positions and one Lead Supervisor position, in order to bring the Department into compliance with a New Mexico Supreme Court mandate to address critical staffing deficiencies.

The Emergency Management Department's proposed FY26 budget increased by $283,040, or 42.6%, from the FY25 original budget. The Department's proposed FY26 General Fund budget increased by $122,968, or 57.7%, from the FY25 original budget. The proposed FY26 budget includes $177,368 for Hazard Mitigation Plan updates and $58,653 for services funded by a Federal Emergency Management Agency (FEMA) grant.

Improving Basic City Services and Upgrading Infrastructure

The Planning & Land Use Department's proposed FY26 budget increased by $236,896, or 2.9%, from the original FY25 budget. The Department's FY26 General Fund budget increased by $244,905, or 2.9%, from the original FY25 budget. The proposed FY26 budget includes

$600,000 for General Plan updates, $170,000 for Land Development Code updates, $210,000 for various on-call support services, and $48,000 for permit and plat digitization services.

The Public Works Department's proposed FY26 budget increased by $7.1 million, or 11%, from the FY25 original budget. The Department's FY26 proposed General Fund budget increased by $5.4 million, or 22.3%, from the FY25 original budget. The proposed FY26 budget includes $2.8 million for a new professional operations contract at the MRC's Marty Sanchez Links de Santa Fe (MSL) golf course; $1.04 million for vegetation management in parks, open space, and arroyos; $928,660 in the Complete Streets Division for intersection/roadway markings, streetlight maintenance, traffic signal maintenance and upgrades, and traffic calming improvements; $713,000 for security services at Midtown and the Railyard; $442,225 for homeless encampment cleanups; and $219,000 for Transit dispatch software.

Making City Government Work for Everyone

The Community Engagement Department's proposed FY26 budget increased by $70,918, or 2.2%, from the original FY25 budget. The Department's proposed FY26 General Fund budget increased by $136,518, or 4.4%, from the original FY25 budget. The proposed FY26 budget includes $108,024 for Spanish language translation and interpretation services including a new temporary translator position; $82,793 for expenses related to broadcasting and streaming of Governing Body and Committee meetings; $82,000 for expenses related to the 2025 elections; $75,000 for shopping cart management and removal services; and $40,000 to address nuisance properties in the City. The budget also includes funding for one new full-time Paralegal position in the City Clerk's Office to assist with the increasingly heavy caseload facing the Public Defender's Office.

The Human Resources Department's proposed FY26 budget decreased by $3.2 million, or 8.9%, from the FY25 original budget. The Department's proposed FY26 General Fund budget decreased by $2.4 million, or 47.6%, from the FY25 original budget. The proposed FY26 budget includes $28.3 million for employee health and life insurance claims; $1.03 million for employee dental insurance claims and associated costs; and $197,848 for employee tuition assistance and training costs.

The ITT Department's proposed FY26 budget increased by $264,432, or 1.8%, from the FY25 original budget. The proposed FY26 budget includes $2.7 million for data processing equipment purchases, $2.4 million for ongoing Enterprise Resource Planning (ERP) systems consulting and related project management costs, and $1.9 million in software subscriptions for multiple applications used by City departments to provide enhanced service delivery to the public.

The Finance Department's proposed FY26 budget increased by $3.6 million, or 15.7%, from the FY25 original budget. The Department's proposed FY26 General Fund budget decreased by $1.1 million, or 11.3%, from the FY25 original budget. The proposed FY26 budget includes

$9.11 million in debt service and capital costs, including transfers to cover these costs in funds that are not fully self-supporting; $825,000 for audit and accounting support services; and $150,000 to support the purchase and implementation of an accounts receivable module and self-service tax payment portal. The budget also includes funding for one new Budget Analyst position in the Budget Office and one new Program Manager position in the Finance Administration Division to address critical staffing needs in the Department.

Sustaining a Thriving Tourist Economy

The Tourism Department's proposed FY26 budget increased by $832,212, or 5.4%, from the original FY25 budget. The proposed FY26 budget includes $4.2 million in funding for advertising and promotion of Santa Fe as a tourist destination and marketing for the Community Convention Center (CCC), $393,000 to promote and support various community events including Art Week, and $262,300 for security, maintenance and upkeep of the CCC.

Proposed FY26 Budget - Revenues

The largest single source of revenue to the City is Gross Receipts Tax (GRT), which represents 34.7% of total budgeted operating City revenue. In the prior year (FY24), GRT ended up approximately $20.2 million or 13.5% over budget; year-end GRT revenue performance also reflects an increase of $11.5 million, or 7.2%, from the FY23 GRT number. While GRT growth in the current year (FY25) has remained a positive number, year-over-year growth has shown definitive signs of leveling off. The most recent GRT revenue figures (as of March 2025) show a growth of only 2.7% over the same point in FY24. For this reason, the FY26 revenue budget is estimated at $167.4 million, which is slightly (1.3%) below the FY24 year-end GRT revenue figure of $169.5 million. This estimate is deliberately conservative, reflecting current economic uncertainty.

The GRT revenue trend for the General Fund is quite similar to the overall picture, with GRT ending the previous fiscal year (FY24) at approximately $13.2 million (14.3%) over budget, and $7.2 million, or 7.2%, over the previous fiscal year. City staff have projected a similarly conservative estimate for General Fund GRT, budgeting $104.8 million in the FY26 budget, which reflects a decrease of $1.4 million, or 1.3%, from the FY24 year-end GRT revenue level of $106.1 million.

The proposed FY26 General Fund budget shows a significant change in budgeted transfers in and transfers out; this is not due to a large-scale change in the overall budget but rather reflects a change in accounting for subsidies to funds that are not self-sufficient (such as Midtown, Railyard, and Economic Development). Whereas these subsidies were previously transferred directly from the funds in which the surpluses available to cover them were located, for FY26 these surpluses were first transferred to the General Fund and then transferred to the subsidized funds, in order to make these subsidies more transparent and unambiguous.

PROPOSED FISCAL YEAR 2026 BUDGET

ALL FUNDS SUMMARY

CITY OF SANTA FE
ALL FUNDS - REVENUES BY CATEGORY
FY 2021/22 THROUGH FY 2025/26

CATEGORY	ACTUAL REVENUE FY 2021/22	ACTUAL REVENUE FY 2022/23	ACTUAL REVENUE FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
Local/State-Shared Taxes:							
-Gross Receipts Tax	146,420,020	158,080,046	169,534,967	158,080,048	167,400,000	9,319,952	5.9%
-Property Tax	11,173,551	12,149,080	12,502,649	11,486,818	13,171,757	1,684,939	14.7%
-Franchise Fees	4,486,390	5,668,146	5,291,041	6,256,510	5,647,741	(608,769)	-9.7%
-Lodgers' Tax	17,084,539	19,948,448	16,229,165	17,040,001	18,000,001	960,000	5.6%
-Gasoline Tax	1,542,860	1,561,558	1,631,126	1,570,750	1,680,000	109,250	7.0%
-Other Taxes	596,767	1,206,662	1,304,150	1,193,360	1,308,468	115,108	9.6%
Subtotal - Taxes	*181,304,127*	*198,613,941*	*206,493,099*	*195,627,487*	*207,207,967*	*11,580,480*	*5.9%*
Licenses & Permits:							
-Business Licenses	776,982	912,765	758,008	515,150	816,300	301,150	58.5%
-Building/Zoning Permits	2,858,975	3,945,947	4,790,704	4,230,000	3,155,000	(1,075,000)	-25.4%
-Other Licenses & Permits	178,694	171,689	141,734	185,250	155,000	(30,250)	-16.3%
Subtotal - Licenses & Permits	*3,814,651*	*5,030,400*	*5,690,446*	*4,930,400*	*4,126,300*	*(804,100)*	*-16.3%*
Fees & Service Charges:							
-Airport Fees	1,981,412	2,051,120	2,156,373	3,832,630	5,002,630	1,170,000	30.5%
-Ambulance Fees	4,440,343	4,649,371	3,820,330	5,114,308	5,114,308	-	0.0%
-Civic Center Fees	255,299	629,296	416,855	85,000	583,000	498,000	585.9%
-Housing Fees	630,505	978,427	1,608,969	877,540	877,540	-	0.0%
-Impact Fees	1,852,919	2,574,677	4,286,993	3,173,000	3,827,254	654,254	20.6%
-Insurance Premiums	25,374,189	27,542,821	32,828,591	33,196,238	32,798,891	(397,347)	-1.2%
-Meals Fees	70,073	80,247	65,244	80,000	77,400	(2,600)	-3.3%
-Parking Fees	537,261	3,918,405	4,843,050	5,100,000	5,150,500	50,500	1.0%
-Planning/Land Use Fees	(3,833,563)	449,523	165,009	1,024,500	694,500	(330,000)	-32.2%
-Police/Court Fees	527,528	626,617	592,138	482,560	474,392	(8,168)	-1.7%
-Public Transportation Fees	227,527	229,089	238,753	235,500	235,500	-	0.0%
-Recreation Fees	1,442,011	2,204,704	3,096,693	3,764,782	3,357,349	(407,433)	-10.8%
-Solid Waste Fees	12,662,802	15,473,829	16,147,451	15,272,000	16,550,529	1,278,529	8.4%
-Wastewater Fees	13,517,697	18,476,058	15,159,569	13,820,031	13,993,545	173,514	1.3%
-Water Fees	32,735,503	35,764,431	43,710,877	36,268,591	37,727,253	1,458,662	4.0%
-Reimbursed Expenses	15,172,082	14,880,751	21,359,460	22,283,758	23,694,431	1,410,673	6.3%
-Other Fees/Services	3,931,504	755,503	3,587,030	3,906,348	3,918,896	12,548	0.3%
Subtotal - Fees & Services	*111,525,091*	*131,284,868*	*154,083,387*	*148,516,786*	*154,077,918*	*5,561,132*	*3.7%*
Fines & Forfeitures:							
-Parking Fines	2,550	533,465	460,469	555,000	525,000	(30,000)	-5.4%
-Violations Fines	5,536	16,271	74,680	11,858	16,653	4,795	40.4%
-Other Fines & Forfeitures	203,808	190,220	155,698	165,000	153,750	(11,250)	-6.8%
Subtotal - Fines & Forfeitures	*211,893*	*739,956*	*690,848*	*731,858*	*695,403*	*(36,455)*	*-5.0%*

[Continued next page]

PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
ALL FUNDS - REVENUES BY CATEGORY
FY 2021/22 THROUGH FY 2025/26

CATEGORY	ACTUAL REVENUE FY 2021/22	ACTUAL REVENUE FY 2022/23	ACTUAL REVENUE FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
[Revenues by Category - continued]							
Rents/Royalties/Concessions:							
-Airport Rentals	104,126	(5,599)	(112,796)	146,000	170,000	24,000	16.4%
-Equipment Rentals	21,214	34,269	25,553	40,000	27,000	(13,000)	-32.5%
-Parks & Recreation - Rentals	204,111	283,510	295,116	286,000	302,750	16,750	5.9%
-Other Rentals	2,419,599	2,435,262	3,018,972	4,654,096	3,753,635	(900,461)	-19.3%
Subtotal - Rents/Royalties	*2,749,051*	*2,747,441*	*3,226,844*	*5,126,096*	*4,253,385*	*(872,711)*	*-17.0%*
Miscellaneous Revenues:							
-Bond Proceeds	31,779	-	-	-	-	-	N/A
-Insurance Recoveries	47,952	6,971	96,659	-	100,000	100,000	N/A
-Sales Revenue	8,146	698,130	1,111,431	2,124,244	1,322,024	(802,220)	-37.8%
-Other Misc. Revenue	(1,529,707)	4,138,531	2,356,934	2,008,464	4,959,688	2,951,224	146.9%
Subtotal - Miscellaneous	*(1,441,830)*	*4,843,631*	*3,565,024*	*4,132,708*	*6,381,712*	*2,249,004*	*54.4%*
Intergovernmental Grants:							
-State Grants	3,816,913	4,675,031	15,414,898	7,276,119	5,479,143	(1,796,976)	-24.7%
-Federal Grants	15,307,228	4,216,318	11,074,869	15,481,244	4,312,383	(11,168,861)	-72.1%
-SF County Grants	1,027,015	(12,144)	70,487	50,126	244,698	194,572	388.2%
-Other Grants	-	10,000	20,000	-	-	-	N/A
Subtotal - Intergovernmental	*20,151,156*	*8,889,205*	*26,580,254*	*22,807,489*	*10,036,224*	*(12,771,265)*	*-56.0%*
Interest on Investments	(29,917)	1,880,058	12,713,489	7,618,566	15,313,783	7,695,217	101.0%
Transfers In	59,561,253	54,330,427	83,419,666	59,451,094	80,111,371	20,660,277	34.8%
TOTAL REVENUES	**377,845,474**	**408,359,928**	**496,463,057**	**448,942,484**	**482,204,063**	**33,261,579**	**7.4%**

**excludes Buckman Direct Diversion and SF Solid Waste Management Agency*

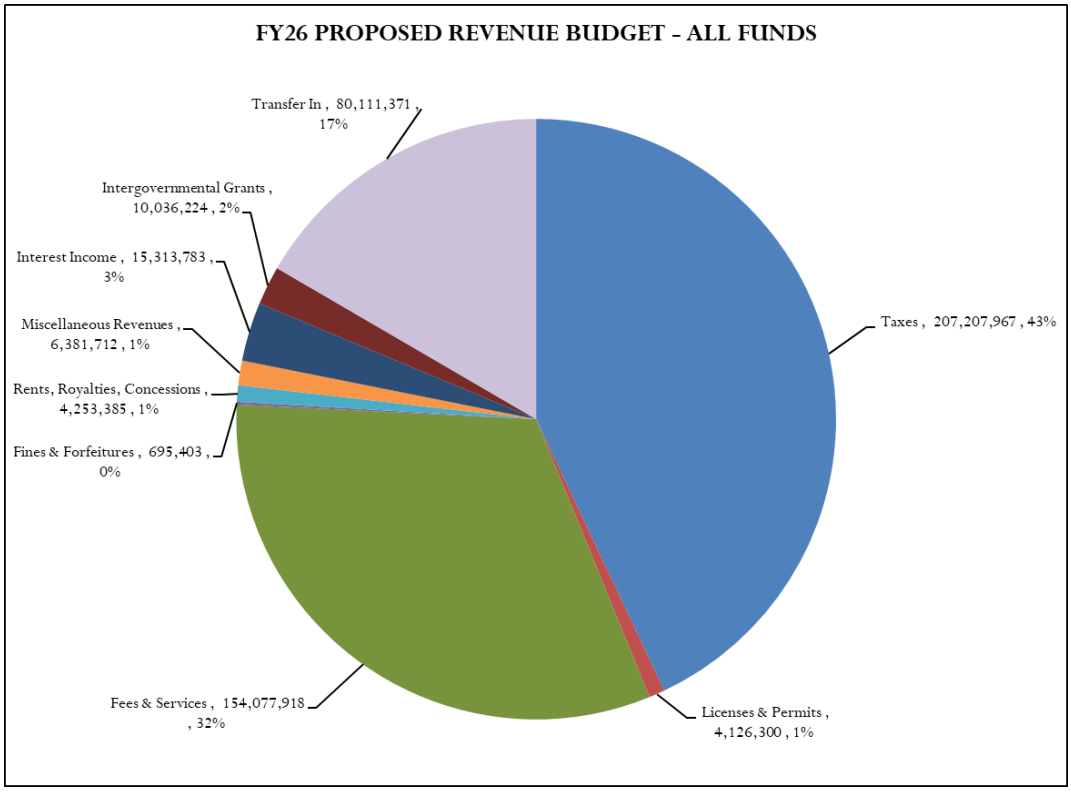
PROPOSED FISCAL YEAR 2026 BUDGET

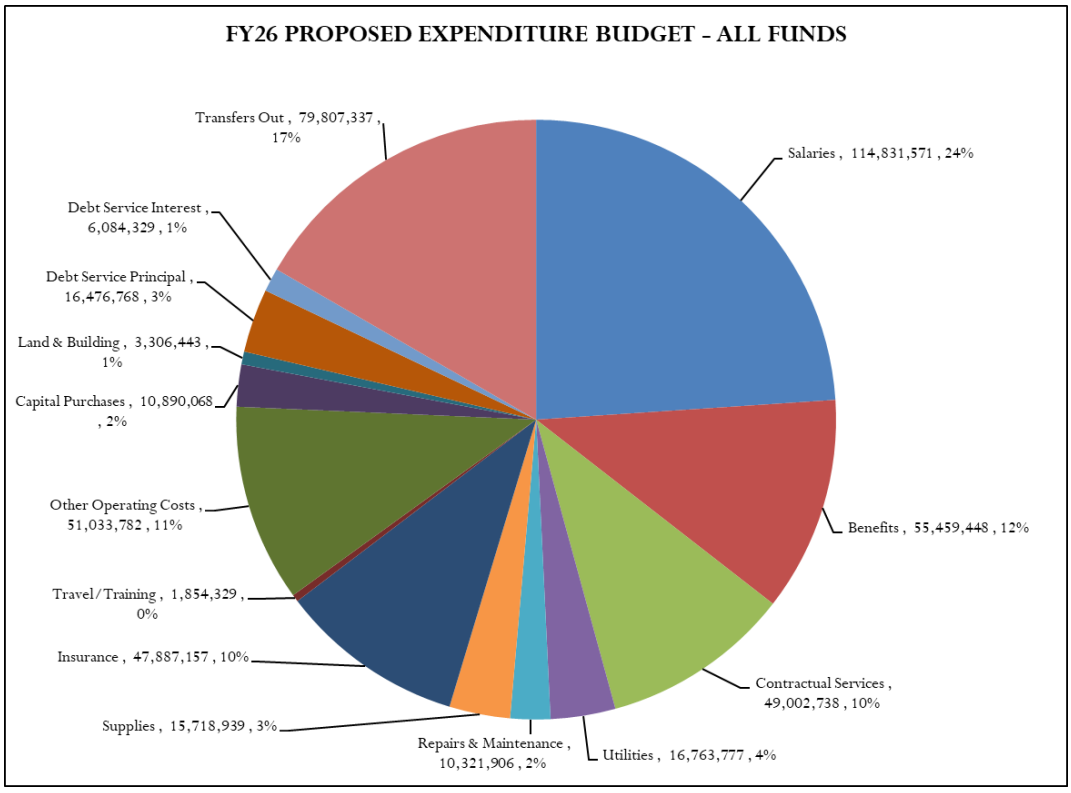
CITY OF SANTA FE
ALL FUNDS - EXPENDITURES BY CATEGORY
FY 2021/22 THROUGH FY 2025/26

CATEGORY	ACTUAL EXPENSES FY 2021/22	ACTUAL EXPENSES FY 2022/23	ACTUAL EXPENSES FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
Personnel Services:							
-Salaries	73,156,794	87,006,557	94,099,634	101,296,613	114,831,571	13,534,958	13.4%
-Benefits	34,232,768	25,923,600	42,895,293	51,791,159	55,459,448	3,668,289	7.1%
Subtotal - Personnel Services	*107,389,562*	*112,930,157*	*136,994,926*	*153,087,772*	*170,291,019*	*17,203,247*	*11.2%*
Operating Expenses:							
-Contractual Services	23,642,275	33,117,885	41,814,454	55,615,276	49,002,738	(6,612,538)	-11.9%
-Utilities	12,690,196	14,259,390	14,607,707	15,068,425	16,763,777	1,695,352	11.3%
-Repairs & Maintenance	6,641,617	7,213,214	6,978,217	9,792,035	10,321,906	529,871	5.4%
-Supplies	12,665,234	12,229,321	12,434,704	15,642,134	15,718,939	76,805	0.5%
-Insurance	27,783,833	31,911,781	38,610,663	49,758,190	47,887,157	(1,871,033)	-3.8%
-Travel/Training	772,514	1,075,678	1,185,636	1,701,056	1,854,329	153,273	9.0%
-Other Operating Costs	22,416,137	54,112,499	63,364,187	48,032,145	51,033,782	3,001,637	6.2%
Subtotal - Operating Expenses	*106,611,806*	*153,919,768*	*178,995,568*	*195,609,261*	*192,582,628*	*(3,026,633)*	*-1.5%*
Capital Outlay:							
-Capital Purchases	2,649,326	159,528	12,239,228	7,440,718	10,890,068	3,449,350	46.4%
-Land & Building	1,808,119	960,535	20,074,903	4,314,078	3,306,443	(1,007,635)	-23.4%
Subtotal - Capital Outlay	*4,457,444*	*1,120,062*	*32,314,130*	*11,754,796*	*14,196,511*	*2,441,715*	*20.8%*
Debt Service:							
-Principal	12,611,880	8,250,699	9,879,168	13,891,352	16,476,768	2,585,416	18.6%
-Interest	6,750,772	8,179,800	7,412,736	6,581,930	6,084,329	(497,601)	-7.6%
-Other Debt Service	-	(970,457)	(825,913)	-	-	-	N/A
Subtotal - Debt Service	*19,362,652*	*15,460,042*	*16,465,992*	*20,473,282*	*22,561,097*	*2,087,815*	*10.2%*
Transfers Out	92,990,007	63,855,814	83,144,147	59,153,630	79,807,337	20,653,707	34.9%
TOTAL EXPENDITURES	**330,811,472**	**347,285,844**	**447,914,764**	**440,078,741**	**479,438,592**	**39,359,851**	**8.9%**

**excludes Buckman Direct Diversion and SF Solid Waste Management Agency*

PROPOSED FISCAL YEAR 2026 BUDGET





CITY OF SANTA FE
ALL FUNDS - EXPENDITURES BY DEPARTMENT
FY 2021/22 THROUGH FY 2025/26

DEPARTMENT	ACTUAL EXPENSES FY 2021/22	ACTUAL EXPENSES FY 2022/23	ACTUAL EXPENSES FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
Affordable Housing	3,692,549	10,898,934	7,395,395	6,026,527	8,623,080	2,596,553	43.1%
Airport	10,602,235	3,123,353	6,344,339	4,658,342	5,381,897	723,555	15.5%
Arts & Culture	1,481,196	1,821,948	1,575,668	2,143,627	2,117,640	(25,987)	-1.2%
Community Engagement	2,654,977	2,468,480	2,796,069	3,156,696	3,227,614	70,918	2.2%
Community Services	20,948,201	25,811,343	33,840,445	40,457,829	40,308,146	(149,683)	-0.4%
Economic Development	2,617,444	4,102,716	5,993,515	3,751,268	5,361,592	1,610,324	42.9%
Emergency Management	713,070	430,590	542,307	665,058	948,098	283,040	42.6%
Finance	23,130,046	25,294,836	29,133,428	22,755,201	26,326,485	3,571,284	15.7%
Fire	25,389,154	25,639,372	30,823,543	30,022,424	35,903,389	5,880,965	19.6%
General Government	9,118,900	14,972,717	15,942,012	22,625,319	21,326,255	(1,299,064)	-5.7%
Human Resources	26,071,416	27,425,845	28,027,330	35,511,063	32,349,993	(3,161,070)	-8.9%
Info Tech & Telecom	12,127,210	11,430,812	18,613,884	14,755,125	15,019,557	264,432	1.8%
Metropolitan Redevelopment Agency	-	-	98,838	569,512	594,555	25,043	4.4%
Planning & Land Use	5,025,597	6,108,102	6,833,293	8,116,206	8,353,102	236,896	2.9%
Police	26,879,861	28,940,437	39,775,400	39,904,500	42,113,479	2,208,979	5.5%
Public Utilities	49,465,135	65,344,464	74,800,912	86,153,895	100,691,864	14,537,969	16.9%
Public Works	58,366,562	50,087,150	66,781,482	64,036,604	71,110,163	7,073,559	11.0%
Santa Fe Film Office	-	-	-	-	504,955	504,955	N/A
TOURISM Santa Fe	9,827,146	10,054,083	11,726,913	15,436,938	16,269,150	832,212	5.4%
*Non-Departmental**	*42,700,772*	*33,330,661*	*66,869,992*	*39,332,607*	*42,907,578*	3,574,971	9.1%
TOTAL EXPENDITURES	**330,811,472**	**347,285,844**	**447,914,764**	**440,078,741**	**479,438,592**	**39,359,851**	**8.9%**

**excludes Buckman Direct Diversion and SF Solid Waste Management Agency*

PROPOSED FISCAL YEAR 2026 BUDGET

GENERAL FUND SUMMARY

CITY OF SANTA FE
GENERAL FUND - REVENUES BY CATEGORY
FY 2021/22 THROUGH FY 2025/26

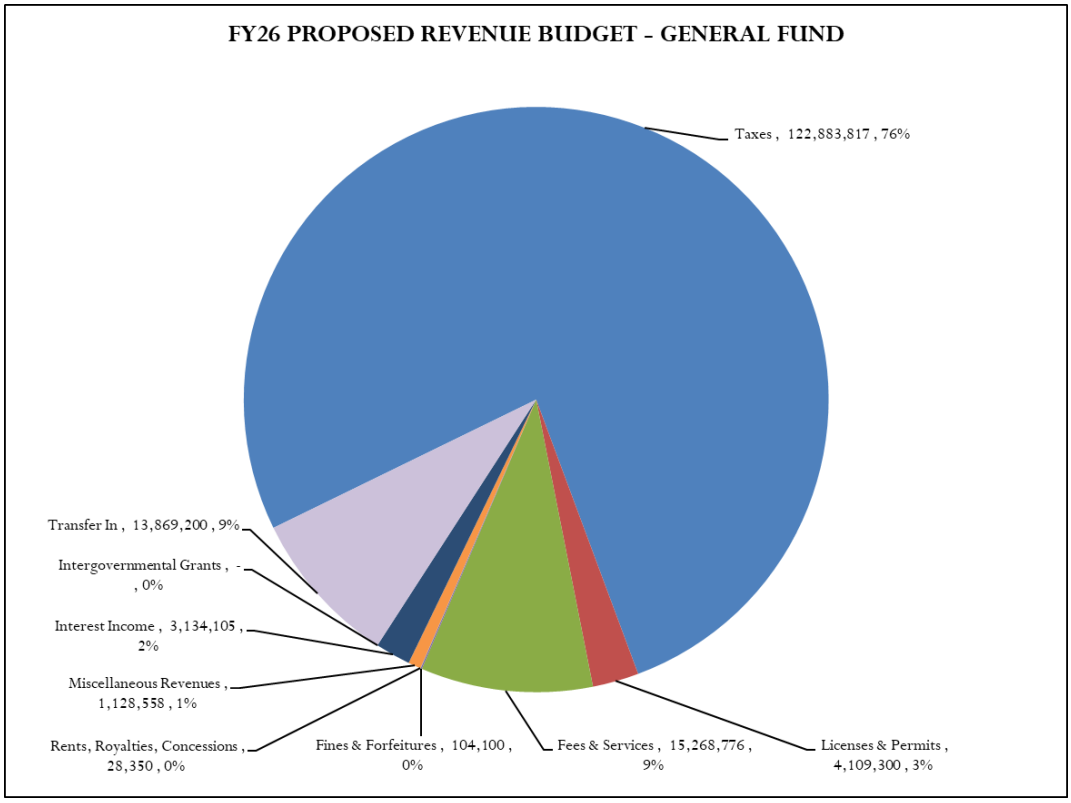
CATEGORY	ACTUAL REVENUE FY 2021/22	ACTUAL REVENUE FY 2022/23	ACTUAL REVENUE FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
Local/State-Shared Taxes:							
-Gross Receipts Tax	93,241,717	98,962,863	106,133,722	98,962,863	104,797,172	5,834,309	5.9%
-Property Tax	8,642,543	9,516,085	10,270,979	9,516,085	11,197,436	1,681,351	17.7%
-Franchise Fees	4,419,911	5,607,490	5,236,545	6,190,910	5,580,741	(610,169)	-9.9%
-Other Taxes	596,767	1,206,662	1,304,150	1,193,360	1,308,468	115,108	9.6%
Subtotal - Taxes	*106,900,938*	*115,293,100*	*122,945,396*	*115,863,218*	*122,883,817*	*7,020,599*	*6.1%*
Licenses & Permits:							
-Business Licenses	776,982	912,765	758,008	515,150	816,300	301,150	58.5%
-Building/Zoning Permits	2,858,975	3,945,937	4,790,704	4,230,000	3,155,000	(1,075,000)	-25.4%
-Other Licenses & Permits	170,089	164,389	133,984	176,750	138,000	(38,750)	-21.9%
Subtotal - Licenses & Permits	*3,806,046*	*5,023,090*	*5,682,696*	*4,921,900*	*4,109,300*	*(812,600)*	*-16.5%*
Fees & Service Charges:							
-Ambulance Fees	4,440,343	4,649,371	3,820,330	5,114,308	5,114,308	-	0.0%
-Impact Fees	2,940	2,800	-	3,000	3,000	-	0.0%
-Planning/Land Use Fees	(3,833,563)	299,523	315,009	1,024,500	694,500	(330,000)	-32.2%
-Police/Court Fees	36,341	32,531	24,098	42,500	30,989	(11,511)	-27.1%
-Recreation Fees	188,012	296,206	329,153	274,900	315,350	40,450	14.7%
-Reimbursed Expenses	5,369,889	5,427,430	6,761,864	6,443,322	8,807,129	2,363,807	36.7%
-Other Fees/Services	43,066	80,058	82,722	319,250	303,500	(15,750)	-4.9%
Subtotal - Fees & Services	*6,247,027*	*10,787,919*	*11,333,176*	*13,221,780*	*15,268,776*	*2,046,996*	*15.5%*
Fines & Forfeitures:							
-Violations Fines	2,430	9,413	494	5,000	500	(4,500)	-90.0%
-Other Fines & Forfeitures	142,998	137,443	98,942	107,000	103,600	(3,400)	-3.2%
Subtotal - Fines & Forfeitures	*145,428*	*146,856*	*99,436*	*112,000*	*104,100*	*(7,900)*	*-7.1%*
Rents/Royalties/Concessions:							
-Parks & Recreation - Rentals	17,655	24,263	17,310	14,000	19,750	5,750	41.1%
-Other Rentals	8,607	803	8,581	4,450	8,600	4,150	93.3%
Subtotal - Rents/Royalties	*26,262*	*25,066*	*25,890*	*18,450*	*28,350*	*9,900*	*53.7%*
Miscellaneous Revenues:							
-Sales Revenue	-	72,308	85,808	1,000,000	1,000,000	-	0.0%
-Other Misc. Revenue	(2,703,436)	(1,821,191)	(578,593)	107,750	128,558	20,808	19.3%
Subtotal - Miscellaneous	*(2,703,436)*	*(1,748,883)*	*(492,785)*	*1,107,750*	*1,128,558*	*20,808*	*1.9%*
Intergovernmental Grants:							
-State Grants	46,242	-	-	-	-	-	N/A
-SF County Grants	2,015	-	-	-	-	-	N/A
Subtotal - Intergovernmental	*48,257*	-	-	-	-	-	*N/A*
Interest on Investments	-	1,517,465	697,729	1,174,851	3,134,105	1,959,254	166.8%
Transfers In	4,053,300	3,104,936	3,545,419	1,837,019	13,869,200	12,032,181	655.0%
TOTAL REVENUES	**118,523,821**	**134,149,549**	**143,836,957**	**138,256,968**	**160,526,206**	**22,269,238**	**16.1%**

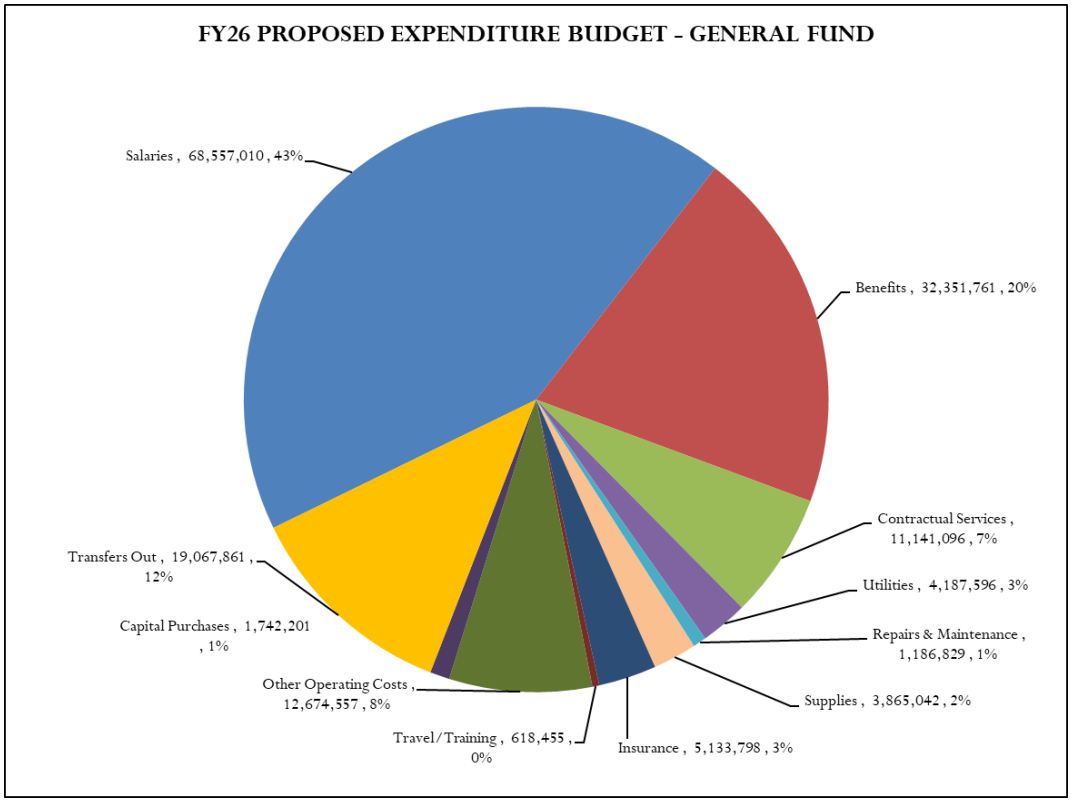
PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
GENERAL FUND - EXPENDITURES BY CATEGORY
FY 2021/22 THROUGH FY 2025/26

CATEGORY	ACTUAL EXPENSES FY 2021/22	ACTUAL EXPENSES FY 2022/23	ACTUAL EXPENSES FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
Personnel Services:							
-Salaries	44,838,692	53,481,064	57,605,727	60,333,178	68,557,010	8,223,832	13.6%
-Benefits	20,580,939	25,151,714	27,733,949	30,050,165	32,351,761	2,301,596	7.7%
Subtotal - Personnel Services	*65,419,631*	*78,632,778*	*85,339,676*	*90,383,343*	*100,908,771*	*10,525,428*	*11.6%*
Operating Expenses:							
-Contractual Services	7,087,236	8,683,766	10,093,712	13,712,327	11,141,096	(2,571,231)	-18.8%
-Utilities	3,778,199	3,878,621	4,221,509	2,998,897	4,187,596	1,188,699	39.6%
-Repairs & Maintenance	687,235	1,370,827	994,212	787,291	1,186,829	399,538	50.7%
-Supplies	4,102,292	3,400,538	3,818,559	3,854,014	3,865,042	11,028	0.3%
-Insurance	2,698,906	1,780,229	4,616,911	5,480,858	5,133,798	(347,060)	-6.3%
-Travel/Training	232,392	357,977	422,239	638,812	618,455	(20,357)	-3.2%
-Other Operating Costs	7,235,442	9,329,024	13,632,507	14,506,835	12,674,557	(1,832,278)	-12.6%
Subtotal - Operating Expenses	*25,821,701*	*28,800,982*	*37,799,649*	*41,979,034*	*38,807,373*	*(3,171,661)*	*-7.6%*
Capital Outlay:							
-Capital Purchases	799,957	17,164	4,558,722	868,624	1,522,201	653,577	75.2%
-Land & Building	256,253	228,659	129,987	528,292	220,000	(308,292)	-58.4%
Subtotal - Capital Outlay	*1,056,210*	*245,823*	*4,688,709*	*1,396,916*	*1,742,201*	*345,285*	*24.7%*
Transfers Out	24,318,313	11,627,855	12,741,913	5,776,125	19,067,861	13,291,736	230.1%
TOTAL EXPENDITURES	**116,615,856**	**119,307,438**	**140,569,947**	**139,535,418**	**160,526,206**	**20,990,788**	**15.0%**

PROPOSED FISCAL YEAR 2026 BUDGET





PROPOSED FISCAL YEAR 2026 BUDGET

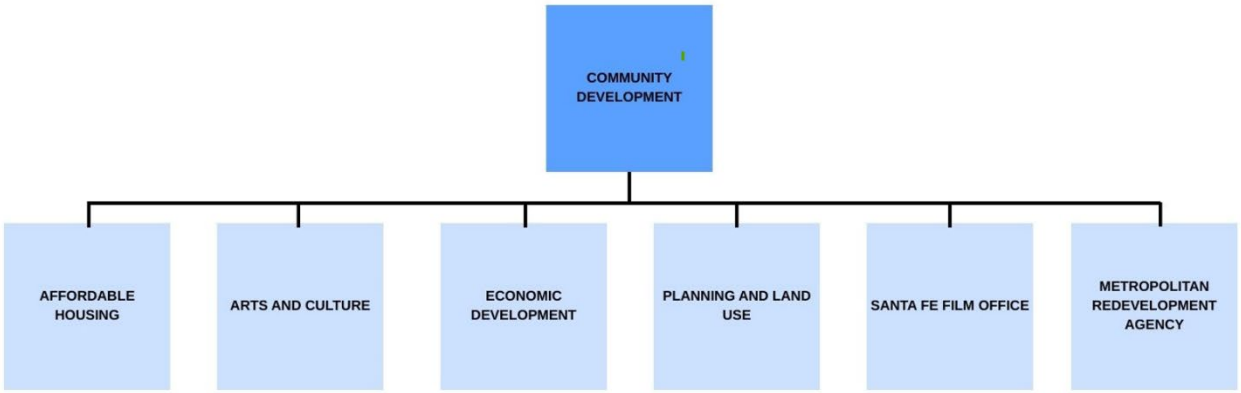
CITY OF SANTA FE
GENERAL FUND EXPENDITURES BY DEPARTMENT
FY 2021/22 THROUGH FY 2025/26

DEPARTMENT	ACTUAL EXPENSES FY 2021/22	ACTUAL EXPENSES FY 2022/23	ACTUAL EXPENSES FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
Affordable Housing	704,869	3,905,201	1,599,350	1,726,982	3,841,977	2,114,995	122.5%
Community Engagement	2,529,577	2,400,406	2,644,069	3,091,096	3,227,614	136,518	4.4%
Community Services	9,081,041	11,755,168	13,786,916	14,128,420	19,876,868	5,748,448	40.7%
Economic Development	1,028,192	2,295,710	2,796,895	901,531	2,848,991	1,947,460	216.0%
Emergency Management	175,794	167,156	189,176	212,956	335,924	122,968	57.7%
Finance	5,638,741	6,959,811	8,776,466	9,865,327	8,751,208	(1,114,119)	-11.3%
Fire	24,528,796	25,216,546	29,437,443	28,838,817	34,740,216	5,901,399	20.5%
General Government	5,287,699	5,557,789	6,696,573	8,265,997	8,282,323	16,326	0.2%
Human Resources	4,911,627	6,432,314	4,087,127	4,956,356	2,595,897	(2,360,459)	-47.6%
Planning & Land Use	5,025,597	6,038,513	6,767,088	8,018,508	8,263,413	244,905	3.1%
Police	24,494,737	26,759,108	34,491,909	35,321,925	36,813,085	1,491,160	4.2%
Public Works	33,209,186	20,562,355	28,985,909	24,207,503	29,596,796	5,389,293	22.3%
Non-Departmental	-	*1,257,362*	*311,026*	-	*1,351,894*	1,351,894	N/A
TOTAL GENERAL FUND	**116,615,856**	**119,307,438**	**140,569,947**	**139,535,418**	**160,526,206**	**20,990,788**	**15.0%**

V. DEPARTMENT EXPENDITURES

COMMUNITY DEVELOPMENT DEPARTMENT

ELISA MONTOYA, COMMUNITY DEVELOPMENT DIRECTOR



Mission

The mission of the Community Development Department is to foster a higher quality of life through the integration of initiatives, programs and regulations that promote the City's economic development, innovation, and mobility with the key drivers of community health, including housing affordability.

AFFORDABLE HOUSING

JOHANNA NELSON, INTERIM AFFORDABLE HOUSING DIRECTOR

Mission

The Office of Affordable Housing works to expand and preserve housing opportunities that are accessible, sustainable, and affordable for all Santa Fe residents. The Office's mission is to support housing supply, facilitate strategic investments, and collaborate with public and private partners to ensure that individuals and families can secure stable housing that meets their needs.

Proposed FY26 Budget

The Affordable Housing Department's proposed FY26 budget increased by $2.6 million, or 43.1%, from the FY25 original budget. The Department's proposed FY26 General Fund budget increased by $2,114,995 or 122.5% from the FY25 original budget. The proposed FY26 budget includes $5 million for affordable housing initiatives and programs, including low-income homebuyer and housing assistance.

Department Highlights

Over the past year, the Affordable Housing Department:

- Managed and deployed housing funds to increase affordable housing supply, preserved existing homes, and expanded access to homeownership and rental assistance through strategic investments, partnerships, and support programs;
- Supported housing for vulnerable populations by funding programs that focus on homelessness prevention, senior housing, and workforce housing to ensure stability for all residents;
- Supported partnerships with nonprofits, developers, and public agencies to implement housing solutions that align with Santa Fe's long-term affordability goals;
- Worked to streamline development processes and support zoning changes that facilitate affordable housing construction; and
- Partnered with the Office of Economic Development to align housing policies with workforce needs and economic mobility initiatives.

PROPOSED FISCAL YEAR 2026 BUDGET

The Affordable Housing Department's goals for FY26 are as follows:

- Strengthen leadership and organizational capacity by hiring a Housing Planner, establishing dedicated leadership for the Office of Affordable Housing, and enhancing operational efficiency;

- Improve management and deployment of housing funds to maximize impact, increase efficiency in capital deployment, and accelerate support for affordable housing projects;

- Expand partnership and collaboration with developers, nonprofits, and public agencies to drive innovative and effective affordable housing solutions;

- Advance housing policies and zoning reforms to support the development of more affordable units and address the city's housing needs; and

- Promote equity and community engagement through improved communication, support for vulnerable populations, and alignment of housing strategies with economic development goals.

CITY OF SANTA FE
AFFORDABLE HOUSING DEPARTMENT - EXPENDITURES SUMMARY
FISCAL YEAR 2025/26 PROPOSED BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	496,565	473,696	594,831	581,820	(13,011)	-2.2%
Contractuals & Utilities	7,292,842	5,427,667	4,608,166	4,966,210	358,044	7.8%
Supplies	25,557	625	3,050	900	(2,150)	-70.5%
Insurance	3,565	14,834	17,687	16,512	(1,175)	-6.6%
Other Operating Costs	51,456	61,881	49,472	57,638	8,166	16.5%
Capital Purchases	-	723,854	-	-	-	N/A
Transfers to Other Funds	3,028,950	692,837	753,321	3,000,000	2,246,679	298.2%
TOTAL AFFORDABLE HOUSING	**10,898,934**	**7,395,395**	**6,026,527**	**8,623,080**	**2,596,553**	**43.1%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	3,905,201	1,599,350	1,726,982	3,841,977	2,114,995	122.5%
Community Development	6,993,734	5,796,044	4,299,545	4,781,103	481,558	11.2%
TOTAL AFFORDABLE HOUSING	**10,898,934**	**7,395,395**	**6,026,527**	**8,623,080**	**2,596,553**	**43.1%**

ARTS AND CULTURE

CHELSEY JOHNSON, ARTS AND CULTURE DEPARTMENT DIRECTOR

Mission

The Arts and Culture Department provides leadership by and for the City to support arts and cultural affairs. The department creates and funds programs, cultivates connections, and recommends policies that promote and sustain the arts and the City's creative economy. The department connects residents and visitors alike to the vibrant arts and cultures of Santa Fe, with a focus on diversity, equity, inclusion, and access.

Proposed FY26 Budget

The Arts & Culture Department's proposed FY26 budget decreased by $25,987, or 1.2%, from the original FY25 budget. The proposed FY26 budget includes $224,000 in funding for arts sponsorships, curator services, United Nations Educational, Scientific, and Cultural Organization (UNESCO) projects, and event planning services, and $831,454 for arts- and culture-related advertising services. The budget also includes funding for one new full-time Administrative Manager position to allow the Department to maintain and expand community initiatives and improve internal operations.

Department Highlights

Over the past year, the Arts and Culture Department:

- Led the citywide celebration of Santa Fe's 20th year as a UNESCO Creative City of Crafts and Folk Art, coordinating with local arts, culture, and educational institutions; launching programming with a major kickoff event; building relationships with heritage artists; and rebranding the city's UNESCO identity under the theme *Generations: Tradition as Innovation*;

- Completed a comprehensive inventory of music and film assets on the Midtown campus, redistributed arts equipment to city agencies and educational institutions, and prepared buildings for transfer to Aspect Studios for continued stewardship;

- Relaunched the Community Gallery with ten diverse exhibitions showcasing local artists and underrepresented voices, hosted free public programming including workshops, lectures, and live music, and completed critical safety and infrastructure upgrades to bring the space up to code; and

- Partnered with the Office of Economic Development to launch an extensive Request for Proposals (RFP) for the redevelopment of 1614 Paseo de Peralta as a creative economic hub,

and kicked off a state-funded initiative to support Santa Fe artists and creative businesses through resources and events.

The Arts & Culture Department's goals for FY26 are as follows:

- Advancing Santa Fe's UNESCO Creative Cities brand by developing international programing; launching a heritage arts apprenticeship program; featuring local artists under the UNESCO banner at the International Folk Art Market; creating a regional Heritage Arts Trail and map; and building artist residency and exchange opportunities with UNESCO and sister cities;

- Adding an Administrative Manager to better manage growing operations and the work carried out within the Department;

- Contracting with a firm to complete a feasibility study in collaboration with the Metropolitan Redevelopment Agency as well public and private stakeholders to determine renovation and management strategies for the Greer Garson Theater in order to ensure that art and culture are integral to all Midtown development; and

- Expanding the City's Art in Public Places program by implementing new sculpture and design elements at the Airport and launching a volunteer piano program for the Airport's gate area, developing a mural arts program focused on youth and neighborhood beautification, maintaining and growing the City's public art collection, and collaborating across departments to integrate art throughout city infrastructure.

PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
ARTS & CULTURE DEPARTMENT - EXPENDITURES SUMMARY
FISCAL YEAR 2025/26 PROPOSED BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	331,760	371,866	537,418	687,658	150,240	28.0%
Contractuals & Utilities	486,369	236,077	479,242	91,000	(388,242)	-81.0%
Repairs & Maintenance	2,973	1,569	4,000	4,000	-	0.0%
Supplies	5,481	12,632	24,550	28,800	4,250	17.3%
Insurance	11,933	20,375	23,836	26,457	2,621	11.0%
Other Operating Costs	620,641	776,201	918,045	1,153,023	234,978	25.6%
Transfers to Other Funds	362,792	156,948	156,536	126,702	(29,834)	-19.1%
TOTAL ARTS & CULTURE	**1,821,948**	**1,575,668**	**2,143,627**	**2,117,640**	**(25,987)**	**-1.2%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Lodgers' Tax Fund	1,761,463	1,534,296	1,987,091	1,990,938	3,847	0.2%
Santa Fe Convention Center	60,485	41,372	156,536	126,702	(29,834)	-19.1%
TOTAL ARTS & CULTURE	**1,821,948**	**1,575,668**	**2,143,627**	**2,117,640**	**(25,987)**	**-1.2%**

ECONOMIC DEVELOPMENT

JOHANNA NELSON, ECONOMIC DEVELOPMENT DIRECTOR

Mission

The mission of the Office of Economic Development is to foster a thriving, diverse, and resilient economy by supporting local businesses, attracting strategic investment, and ensuring that economic opportunities benefit all residents.

Proposed FY26 Budget

The Economic Development Department's proposed FY26 budget increased by $1.6 million, or 42.9%, from the original FY25 budget. The Department's proposed FY26 General Fund budget increased by $1.9 million, or 216%, from the original FY25 budget. The proposed FY26 budget includes $1.3 million for various contracted services, including business development and entrepreneurial support; strategic planning; grant management support; community outreach; business incubation and small business resources; and Local Economic Development Act (LEDA) projects.

Department Highlights

Over the past year, the Economic Development Department:

- Launched the Economic Development Strategic Plan to guide long-term growth and resilience;
- Deployed over $3 million in American Rescue Plan Act (ARPA) funds to support workforce development, WiFi access, and small businesses, including the Small Business Navigator Program;
- Developed a Business Retention & Expansion (BRE) framework, engaging with 100+ businesses and partnering with the Sourcelink organization for economic impact tracking;
- Established bi-monthly office hours in the Cerrillos Road corridor and Southside areas, providing direct business support; and
- Hosted quarterly Workforce Development meetups and strengthened partnerships to align job training with industry needs.

PROPOSED FISCAL YEAR 2026 BUDGET

The Economic Development Department's goals for FY26 are as follows:

- Finalize and implement the Economic Development Strategic Plan, setting clear priorities for sustainable growth and resilience;
- Expand the BRE program, engaging 150+ businesses and enhancing economic impact tracking through the Department's partnership with Sourcelink;
- Develop and launch a Workforce Development Strategic Plan, aligning job training initiatives with industry needs;
- Increase access to capital by connecting businesses to funding opportunities, grants, and technical assistance, while launching targeted small business grant programs; and
- Enhance infrastructure and digital equity by expanding WiFi access and implementing digital literacy programs.

CITY OF SANTA FE
ECONOMIC DEVELOPMENT DEPARTMENT - EXPENDITURES SUMMARY
FISCAL YEAR 2025/26 PROPOSED BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	1,188,311	1,298,432	1,178,869	1,490,283	311,414	26.4%
Contractuals & Utilities	1,243,111	2,412,327	2,053,125	1,341,204	(711,921)	-34.7%
Supplies	23,296	42,119	8,050	50,050	42,000	521.7%
Insurance	15,360	35,864	32,336	46,231	13,895	43.0%
Other Operating Costs	257,540	434,772	478,888	552,338	73,450	15.3%
Debt Service	20,160	-	-	-	-	N/A
Transfers to Other Funds	1,354,939	1,770,000	-	1,881,486	1,881,486	N/A
TOTAL ECONOMIC DEVELOPMENT	**4,102,716**	**5,993,515**	**3,751,268**	**5,361,592**	**1,610,324**	**42.9%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	2,295,710	2,796,895	901,531	2,848,991	1,947,460	216.0%
Economic Development	1,807,006	2,551,568	2,849,737	2,412,107	(437,630)	-15.4%
Community Development	-	645,052	-	100,494	100,494	N/A
TOTAL ECONOMIC DEVELOPMENT	**4,102,716**	**5,993,515**	**3,751,268**	**5,361,592**	**1,610,324**	**42.9%**

PROPOSED FISCAL YEAR 2026 BUDGET

METROPOLITAN REDEVELOPMENT AGENCY

DANIEL HERNANDEZ, METROPOLITAN REDEVELOPMENT AREA DIRECTOR

Mission

The Metropolitan Redevelopment Agency (MRA) brings 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 mission-driven development strategies focused on the economic, social, and environmental health of neighborhoods, districts and the people who live, work, play, and learn there.

Proposed FY26 Budget

The Metropolitan Redevelopment Agency's proposed FY26 budget increased by $25,043, or 4.4%, from the original FY25 budget. The proposed FY26 budget includes $24,268 for architecture services, and $122,058 for various contracted services, including urban planning, and project management.

Department Highlights

Over the past year, the Metropolitan Redevelopment Agency:

- Completed and secured approvals for the Disposition and Development Agreement for multi-media production studios;
- Established Exclusive Negotiation Agreement (ENA) requirements for the Visual Arts Center;
- Completed the planning commission application and approval process for tract lot line adjustments to delineate blocks, streets, and parcels;
- Appointed MRA Commissioners to assist in establishing rules, roles, and responsibilities as part of the 2025 work plan;
- Developed conceptual plans for the redevelopment of the existing library complex into a modern Midtown Main Public Library; and
- Established a planning, marketing, and analytic team for the redevelopment and re-use of the existing Greer Garson performance theater into a Midtown Performing Arts Center.

PROPOSED FISCAL YEAR 2026 BUDGET

The Metropolitan Redevelopment Agency's goals for FY26 are as follows:

- Complete and secure approvals for the Disposition and Development Agreement for the Visual Arts Center;
- Issue RFPs and/or initiate direct negotiations with the owner of an adjacent commercial property for several ENAs including four Affordable Housing parcels and multiple mixed rate market parcels;
- Complete the MRA Designation and MRA Plan, and obtain necessary approvals from the Governing Body;
- Complete and implement plans for event and activity areas at Midtown;
- Complete the Neighborhood Stabilization Plan for the Midtown District – Hopewell Mann Neighborhood; and
- Complete the marketing and operations plan for the redevelopment and re-use of the Midtown Performing Arts Center.

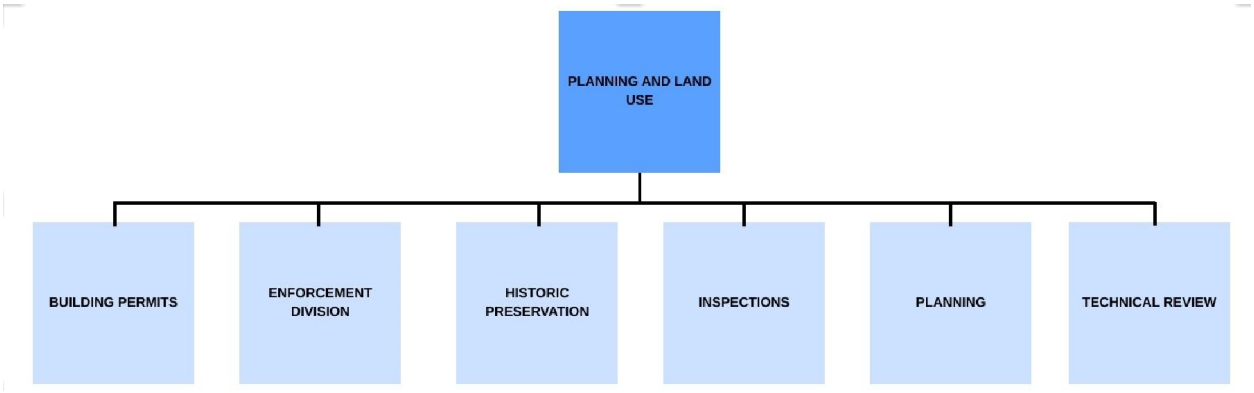
CITY OF SANTA FE
METROPOLITAN REDEVELOPMENT AGENCY - EXPENDITURES SUMMARY
FISCAL YEAR 2025/26 PROPOSED BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	-	95,505	279,353	304,396	25,043	9.0%
Contractuals & Utilities	-	-	271,326	271,326	-	0.0%
Supplies	-	2,755	2,500	2,500	-	0.0%
Other Operating Costs	-	578	16,333	16,333	-	0.0%
TOTAL METRO. REDEV. AGENCY	**-**	**98,838**	**569,512**	**594,555**	**25,043**	**4.4%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Economic Development	-	98,838	569,512	594,555	25,043	4.4%
TOTAL METRO. REDEV. AGENCY	**-**	**98,838**	**569,512**	**594,555**	**25,043**	**4.4%**

PLANNING AND LAND USE

HEATHER LAMBOY, PLANNING AND LAND USE DIRECTOR



Mission

The Planning and Land Use Department provides expert land use, planning and development guidance and regulation that supports the goals of the community. The Department achieves this by providing creative problem solving and customer service-oriented support and administration related to the City's Land Development Code, building codes and polices. Service is provided to the public with integrity and honesty, solving problems through teamwork and creativity, accepting responsibility and accountability, and promoting equity and inclusion.

Proposed FY26 Budget

The Planning & Land Use Department's proposed FY26 budget increased by $236,896, or 2.9%, from the original FY25 budget. The Department's FY26 General Fund budget increased by $244,905, or 2.9%, from the original FY25 budget. The proposed FY26 budget includes $600,000 for General Plan updates, $170,000 for Land Development Code updates, $210,000 for various on-call support services, and $48,000 for permit and plat digitization services.

Department Highlights

Over the past year, the Planning and Land Use Department:

- Advanced major planning initiatives, including completion of Phase 1 of the Land Development Code (set for adoption in March 2025), hiring a General Plan consultant, launching a digital platform, and initiating a community engagement plan and advisory committee;

- Strengthened departmental capacity by hiring a Strategic Long-Range Planner and additional staff across divisions, and investing in continuing education and professional development;

- Modernized permitting and review systems through implementation of Third Party Plan Review (TPPR), contracting the buildout of an e-review system, and continued digitization of building and planning records;

- Improved data and tools for planning by updating the Geographic Information System (GIS) platform to include key development and permitting data, and initiating a Development Review Guide to support applicants;

- Enhanced interdepartmental coordination by integrating the Business Licensing Section into Planning and Land Use, with automated services and joint outreach with the Office of Economic Development; and

- Engaged the public and promoted transparency through a quarterly newsletter and a 4-part symposia series including Built in the Future, Built in the Past, Open for Business, and the General Plan charrette.

The Planning and Land Use Department goals for FY26 are as follows:

- Advance General Plan and Land Development Code updates, including ongoing community engagement, completion of the Vision and Goals statement, scenario planning, and the launch of Phase 2 key issue updates, with adoption of the first code changes anticipated by the second quarter of FY26;

- Expand and refine digital tools, with continued development of the digital platform, ongoing scanning of paper files, and testing and completion of e-review implementation;

- Improve guidance and consistency in planning processes through the creation of a comprehensive Development Manual and a Land Use Policy and Interpretation Manual to support both public users and staff;

- Streamline internal processes by conducting a review of land development workflows to identify efficiencies tied to the rollout of new guidance tools;

- Strengthen staff capacity with continued professional development and training across the department; and

- Sustain community communication through the quarterly Planning & Land Use newsletter and transparent engagement on updates and projects.

BUILDING PERMITS

RICHARD TRUJILLO, BUILDING DIVISION MANAGER

Description of Services

The Building Permits Division ensures code compliance for the preservation of life, safety, and thegeneral welfare for the people of the City of Santa Fe through the provision of residential and commercial plan review and permit services. The Division is also responsible for administering the Green Building Code.

ENFORCEMENT DIVISION

JASON SENA, PLANNING AND LAND USE DIRECTOR

Description of Services

The Enforcement Division is charged with enforcing the zoning regulations of the Land Development Code and processing business licenses and short-term rentals. The Division also investigates and responds to violations of the City's environmental regulations (Chapter 10 of the Municipal Code), and regulations regarding business registrations or licenses, home occupation businesses, and short-term rentals.

HISTORIC PRESERVATION

GARY MOQUINO, PLANNER MANAGER

Description of Services

The Historic Preservation Division administers the Historic and Archaeological Districts' overlay regulations and educates the public regarding historic preservation. In the course of administering these regulations, the Division consults with applicants, meets with interested parties, and manages the public meetings of the Historic Districts Review Board and the Archeological Review Committee.

INSPECTIONS DIVISION

BOBBY PADILLA, INSPECTIONS & ENFORCEMENT DIVISION DIRECTOR

Description of Services

The Inspections Division safeguards the health, safety, and welfare of the citizens of Santa Fe by inspecting structures under construction to guarantee that they are built according to established minimum standards for structural, mechanical, plumbing, and electrical work, thus ensuring these structures are safe, sound, and sanitary. The Division is also responsible for investigating zoning and building complaints and violations, and processing short-term rental permits and associated inspections.

PLANNING

MARGARET MOORE, ASSISTANT LAND USE DIRECTOR

Description of Services

The Planning Division is responsible for current and future strategic planning. The Division reviews development applications for compliance with the City's Land Development Code and Planning and Land Use Department policies, while providing information, guidance, and the highest possible level of customer service to applicants, neighborhoods, the City's Land Use Boards, and the Governing Body. The Division is also responsible for developing plans and policies to guide the future development of Santa Fe in a manner that addresses the needs of the community, safeguards natural resources, and promotes equity and inclusion throughout the process.

TECHNICAL REVIEWW

DEE BEINGESSNER, DIVISION MANAGER, ENGINEER SUPERVISOR

Description of Services

The Technical Review Division engages in technical review of, and related inspections for, development projects and building permits to ensure compliance with policies and regulations pertaining to grading and drainage; landscaping; escarpment overlay; the Americans with Disabilities Act (ADA); Gunnison's prairie dog protection; and floodplain management. The Division administers all financial guarantees required for the development of commercial projects and subdivisions. In addition, the Division responds to citizen concerns about drainage, tree removal, and ADA compliance.

PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
PLANNING & LAND USE DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Land Use Administration	1,914,739	2,367,400	3,035,301	2,795,125	(240,176)	-7.9%
Building Permit Division	733,490	761,270	951,378	918,364	(33,014)	-3.5%
Enforcement Division	-	-	11,120	11,120	-	0.0%
Historic Preservation	480,720	512,549	586,301	596,405	10,104	1.7%
Inspections Division	1,718,363	1,887,809	2,026,298	2,191,763	165,465	8.2%
Planning Division	677,673	789,780	684,837	1,106,288	421,451	61.5%
Technical Review	583,117	514,484	820,971	734,037	(86,934)	-10.6%
TOTAL PLANNING & LAND USE	**6,108,102**	**6,833,293**	**8,116,206**	**8,353,102**	**236,896**	**2.9%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	5,000,577	5,286,648	5,763,971	6,357,205	593,234	10.3%
Contractuals & Utilities	381,167	462,952	1,263,431	755,380	(508,051)	-40.2%
Repairs & Maintenance	315	-	3,374	2,549	(825)	-24.5%
Supplies	74,156	76,239	54,156	107,770	53,614	99.0%
Insurance	89,008	216,514	254,816	235,669	(19,147)	-7.5%
Other Operating Costs	562,879	790,940	776,235	659,529	(116,706)	-15.0%
Capital Purchases	-	-	-	235,000	235,000	N/A
Transfers to Other Funds	-	-	223	-	(223)	-100.0%
TOTAL PLANNING & LAND USE	**6,108,102**	**6,833,293**	**8,116,206**	**8,353,102**	**236,896**	**2.9%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	6,038,513	6,767,088	8,018,508	8,263,413	244,905	3.1%
Impact Fees Fund	50,066	52,555	97,698	89,689	(8,009)	-8.2%
Historic Preservation	19,523	13,650	-	-	-	N/A
TOTAL PLANNING & LAND USE	**6,108,102**	**6,833,293**	**8,116,206**	**8,353,102**	**236,896**	**2.9%**

PROPOSED FISCAL YEAR 2026 BUDGET

SANTA FE FILM OFFICE

JENNIFER LABAR-TAPIA, FILM OFFICE EXECUTIVE DIRECTOR/FILM COMMISSIONER

Mission

The Santa Fe Film Office (SFFO) was jointly established by the City and County of Santa Fe on July 1, 2016 to service, recruit and expand film and television production throughout the Santa Fe region; support and develop community businesses providing goods and services to the industry; engage in community outreach and education regarding production activity; and work with partners in the public and private sectors to expand educational and employment opportunities in the production industry for local residents.

Proposed FY26 Budget

The Santa Fe Film Office's proposed FY26 budget totals $504,955. In FY25, the Office was transferred from Santa Fe County to the City as per a Memorandum of Understanding (MOU) with Santa Fe County. The proposed FY26 budget includes $25,000 in funding for website design and maintenance, advertising design and printing services; and $20,000 in funding for locations database software and a locations photographer.

Department Highlights

Over the past year, the Santa Fe Film Office:

- Helped to achieve a ranking of #1 Best Place to Live and Work as a Movie Maker in North America by MovieMaker Magazine for the third year in a row;
- Expanded the film office by hiring a Film Coordinator and launching a new interactive online Locations Directory;
- Hosted three free Production Assistant Workshops for New Mexicans in collaboration with SFCC and the Stagecoach Foundation, with 75 students reaching graduation;
- Partnered with the New York University (NYU) Tisch Film School, Santa Fe Community College (SFCC), and the Institute of American Indian Arts (IAIA) for a three-week Indigenous Director's workshop;
- Broke ground on Aspect Media Village, the largest film studio in Northern New Mexico; and
- Co-hosted a quarterly Above the Line networking event for the Santa Fe film community, averaging about 100 attendees per event.

PROPOSED FISCAL YEAR 2026 BUDGET

For FY26, the Santa Fe Film Office will pursue the following goals:

- Implement a Community Outreach Program to work with residents and businesses who want to be involved in the film industry;
- Develop a business workshop to create a "Film Friendly" certification;
- Break ground on the New York City backlot at SFCC in partnership with SFCC, Santa Fe County, the Stagecoach Foundation, and the International Alliance of Theatrical Stage Employees (IATSE) 480 (local film crew union);
- Continue to assist and educate Northern New Mexico communities and the Eight Northern Pueblos regarding outreach and locations; and
- Expand the newly created online interactive film location directory.

CITY OF SANTA FE
SANTA FE FILM OFFICE - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	-	-	-	304,955	304,955	N/A
Contractuals & Utilities	-	-	-	45,000	45,000	N/A
Supplies	-	-	-	20,000	20,000	N/A
Other Operating Costs	-	-	-	135,000	135,000	N/A
TOTAL SANTA FE FILM OFFICE	**-**	**-**	**-**	**504,955**	**504,955**	**N/A**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Santa Fe Film Office	-	-	-	504,955	504,955	N/A
TOTAL SANTA FE FILM OFFICE	**-**	**-**	**-**	**504,955**	**504,955**	**N/A**

PROPOSED FISCAL YEAR 2026 BUDGET

TOURISM SANTA FE

RANDY RANDALL, TOURISM DIRECTOR



Mission

Tourism Santa Fe's mission is to promote economic development through tourism by positioning Santa Fe as a world-class destination that offers leisure and business travelers unique and authentic experiences in a memorable, beautiful, and culturally- and historically-significant setting.

Proposed FY26 Budget

The Tourism Department's proposed FY26 budget increased by $832,212, or 5.4%, from the original FY25 budget. The proposed FY26 budget includes $4.2 million in funding for advertising and promotion of Santa Fe as a tourist destination and marketing for the Community Convention Center (CCC), $393,000 to promote and support various community events including Art Week, and $262,300 for security, maintenance and upkeep of the CCC.

Department Highlights

Over the past year, the Tourism Department:

- Maintained the profile of Santa Fe as a tourism destination by holding the city ranking in both the Conde Nast Traveler and Travel and Leisure Readers Choice Polls as the second-most desired city destination in the United States;

- Secured more than $23 million in earned media coverage for calendar year 2024, the first year-end total over the $20 million mark since 2018;

- Initiated a public relations effort to promote the 100 year Burning of Zozobra won a bronze award from the Hospitality Sales and Marketing Association International (HSMAI) Adrian Awards in the Special Event category;

- Maintained the record setting occupancy and rates in hotels and short-term rentals, generating over $17.5 million in lodgers' tax collections;

- Successfully hosted 228 meetings and events in the CCC, resulting in the use of the facility for 295 days or 80% of the year; and

- Initiated and managed a security effort in the historic district, producing positive results documented by hotel and retail partners.

For FY26, the Tourism Department will pursue the following goals:

- Maintain Lodger's Tax collections above $18 million;

- Continue the $4 million advertising campaign that has played a significant role in maintaining strong levels of visitation to Santa Fe at the current record hotel and Short-Term Rental occupancy;

- Work with the Santa Fe Regional Airport and Fly Santa Fe to add one new direct flight destination;

- Complete the renovation of the second-floor terrace to more than double the usable area and create a link to the ground floor courtyard;

- Support the City's efforts to minimize the impact of the homeless on our most visible tourism areas of the city; and

- Work with the Planning and Land Use and Finance Departments to improve the management of short-term rentals and collection of Lodger's Tax.

COMMUNITY CONVENTION CENTER

MELANIE MOORE, SFCCC OPERATIONS MANAGER

Mission

The Community Convention Center's mission is to offer outstanding facilities and services for business meetings, public gatherings, social events, and City meeting needs.

Description of Services

The Division's services include planning support, setting up and tearing down for meetings and events, facility maintenance, ongoing facility upgrades, and coordination of third-party service providers.

VISIT SANTA FE

DAVID CARR, DIRECTOR OF SALES AND JORDAN GUENTHER, MARKETING DIRECTOR

Mission

Visit Santa Fe's mission is to increase hotel and short-term rental occupancy through effective marketing to leisure travelers and direct sales efforts to groups and business meetings. The Division also seeks to support and/or create events and programs that enhance visitation.

Description of Services

Services provided by the Division include the management of advertising; public relations; social media; direct group sales; booking of the CCC; event creation and support; management of Occupancy Tax Advisory Board (OTAB) grants; and operation of the City's visitor centers. The Division also serves as a liaison to the Film Commission and Sister Cities Committee.

PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
TOURISM SANTA FE - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Santa Fe Civic Center	5,004,739	5,919,304	8,733,252	8,605,275	(127,977)	-1.5%
Visitors Bureau	5,049,344	5,807,609	6,703,686	7,663,875	960,189	14.3%
TOTAL TOURISM SANTA FE	**10,054,083**	**11,726,913**	**15,436,938**	**16,269,150**	**832,212**	**5.4%**

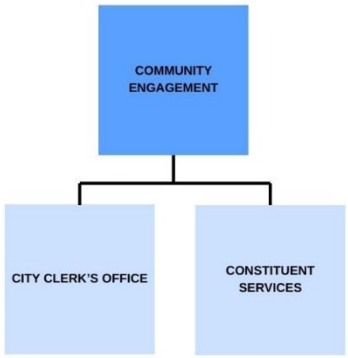
SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	2,695,975	3,386,663	3,923,064	4,136,679	213,615	5.4%
Contractuals & Utilities	1,307,984	1,295,969	1,897,300	2,241,100	343,800	18.1%
Repairs & Maintenance	111,049	136,189	177,500	186,000	8,500	4.8%
Supplies	247,814	220,193	212,550	224,950	12,400	5.8%
Insurance	54,876	137,973	171,541	164,531	(7,010)	-4.1%
Other Operating Costs	4,684,388	5,981,009	6,045,459	6,049,807	4,348	0.1%
Capital Purchases	56,236	65,843	1,145,000	1,350,000	205,000	17.9%
Debt Service	726,450	450,787	1,770,198	1,758,386	(11,812)	-0.7%
Transfers to Other Funds	169,311	52,286	94,326	157,697	63,371	67.2%
TOTAL TOURISM SANTA FE	**10,054,083**	**11,726,913**	**15,436,938**	**16,269,150**	**832,212**	**5.4%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Lodgers' Tax Fund	5,049,344	5,807,609	6,703,686	7,663,875	960,189	14.3%
Santa Fe Convention Center	5,004,739	5,919,304	8,733,252	8,605,275	(127,977)	-1.5%
TOTAL TOURISM SANTA FE	**10,054,083**	**11,726,913**	**15,436,938**	**16,269,150**	**832,212**	**5.4%**

PROPOSED FISCAL YEAR 2026 BUDGET

COMMUNITY ENGAGEMENT DEPARTMENT

ANDREA SALAZAR, CITY CLERK



Mission

The mission of the Community Engagement Department is to function as the public-facing "front door" for City Government, connecting City Government to constituents by serving as a central hub for getting help, information, and data. The City Clerk's Office oversees and is custodian of the agendas, minutes, ordinances, resolutions and meetings of the Governing Body, as well as all municipal records. In this Department, constituents can get answers to their questions, find updates on City programs and projects, find out about government business, examine records from the past, and offer input toward the City's future.

Proposed FY26 Budget

The Community Engagement Department's proposed FY26 budget increased by $70,918, or 2.2%, from the original FY25 budget. The Department's proposed FY26 General Fund budget increased by $136,518, or 4.4%, from the original FY25 budget. The proposed FY26 budget includes $108,024 for Spanish language translation and interpretation services including a new temporary translator position; $82,793 for expenses related to broadcasting and streaming of Governing Body and Committee meetings; $82,000 for expenses related to the 2025 elections; $75,000 for shopping cart management and removal services; and $40,000 to address nuisance properties in the City. The budget also includes funding for one new full-time Paralegal position in the City Clerk's Office to assist with the increasingly heavy caseload facing the Public Defender's Office.

Department Highlights

Over the past year, the Community Engagement Department:

- Sent 1 million emails to constituents (a 40% growth rate), and resolved over 4,500 work orders submitted by constituents;

- Updated the public-facing social media platforms, launched the Civic Clerk agenda management system, and streamlined the service request intake and workflow processes;

- Built, reviewed, and published necessary agendas and packets for 22 regular Governing Body meetings, 20 special Governing Body meetings, and two study sessions; and planned, hosted, and oversaw 10 City sponsored events;

- Adopted the United Parcel Service (UPS) National Association of State Procurement Officials (NASPO) agreement, providing significant savings for the city for package shipping services, bulk-mailed more than 17,158 pieces of mail, and produced 573,372 black and white copies and 156,573 color copies, saving the City around $450,000 in outsourced duplication fees; and

- Upgraded intranet content by creating resource pages for employees, created multiple professionally produced video and graphics to promote City events and further define the City's brand, and innovated and renewed content for the Economic Development Department, Midtown, the Recreation Division, and the Library Division.

The Community Engagement Department's goals for FY26 are as follows:

- Create City brand consistency that fosters trust in the community, and upgrade the City website for both functionality and visual appeal;

- Implement the Indigov constituent services system in order to streamline the City's response process across departments and assist constituents in a timely manner;

- Revise record retention legislation to allow the City to digitize all its records and make the records accessible to the public on its website for transparency and utility;

- Create a public campaign financing online portal to improve the public campaign financing process, and implement online liquor licensing and plaza vendor licensing; and

- Create a community engagement plan that formalizes the City's events and enhances service delivery to the community.

CITY CLERK'S OFFICE

ANDREA SALAZAR, CITY CLERK

Mission

The City Clerk's Office is dedicated to excellence and professional commitment through the provision of quality services to the Governing Body, staff, residents, and constituents. The Office strives to ensure trust and confidence in the City of Santa Fe by promoting transparency and responsiveness. The Office oversees the committee process and ensures that meeting requirements regarding agendas, packet materials, and other necessities are provided for open meetings. The Office also preserves official documents and provides a fair and ethical elections process. The City Clerk's Office also provides administrative support to the Public Defender's Office.

CONSTITUENT SERVICES

XAVIER MARTINEZ, CONSTITUENT SERVICES MANAGER

Mission

The Mission of the Constituent Services Division is to connect residents to City government and City government to the community by continuously working to make the City inclusive, transparent, accountable, and responsible to our residents. The Division's goal is to make the City of Santa Fe the most user-friendly city in the nation by collaborating with all departments, and to create and implement a one-stop shop that will enhance efficiency in the City's response to requests, issues and concerns.

PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
COMMUNITY ENGAGEMENT DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

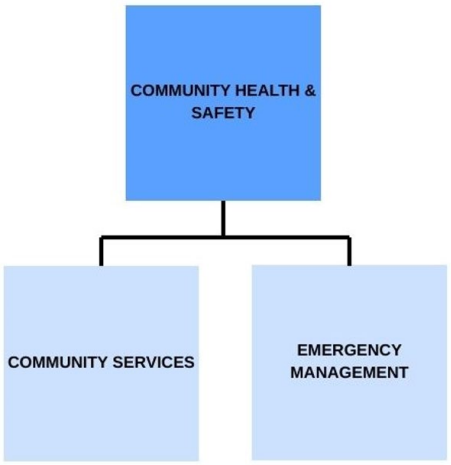
SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
City Clerk	1,118,875	1,307,582	1,267,816	1,619,430	351,614	27.7%
Constituent Services	1,349,604	1,488,487	1,888,880	1,608,184	(280,696)	-14.9%
TOTAL COMMUNITY ENGAGEMENT	**2,468,480**	**2,796,069**	**3,156,696**	**3,227,614**	**70,918**	**2.2%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	1,647,391	1,640,182	1,966,464	2,235,713	269,249	13.7%
Contractuals & Utilities	384,740	312,521	400,385	432,965	32,580	8.1%
Repairs & Maintenance	6,142	3,813	11,273	5,000	(6,273)	-55.6%
Supplies	94,383	175,563	247,646	162,296	(85,350)	-34.5%
Insurance	28,052	66,885	75,781	71,078	(4,703)	-6.2%
Other Operating Costs	231,150	424,452	389,547	320,562	(68,985)	-17.7%
Capital Purchases	8,548	110,651	-	-	-	N/A
Transfers to Other Funds	68,074	62,000	65,600	-	(65,600)	-100.0%
TOTAL COMMUNITY ENGAGEMENT	**2,468,480**	**2,796,069**	**3,156,696**	**3,227,614**	**70,918**	**2.2%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	2,400,406	2,644,069	3,091,096	3,227,614	136,518	4.4%
Franchise Fee Fund	68,074	62,000	65,600	-	(65,600)	-100.0%
Public Campaign Financing	-	90,000	-	-	-	N/A
TOTAL COMMUNITY ENGAGEMENT	**2,468,480**	**2,796,069**	**3,156,696**	**3,227,614**	**70,918**	**2.2%**

COMMUNITY HEALTH AND SAFETY DEPARTMENT

HENRI HAMMOND-PAUL, COMMUNITY HEALTH AND SAFETY DIRECTOR



Mission

The Community Health and Safety Department is dedicated to fostering a safe, healthy, and thriving Santa Fe for all residents and visitors. Through proactive coordination, essential services, and strong partnerships, the Department enhances public safety, emergency preparedness, social services, and community well-being to create a city that provides everyone with the opportunity to live with dignity, security, and support.

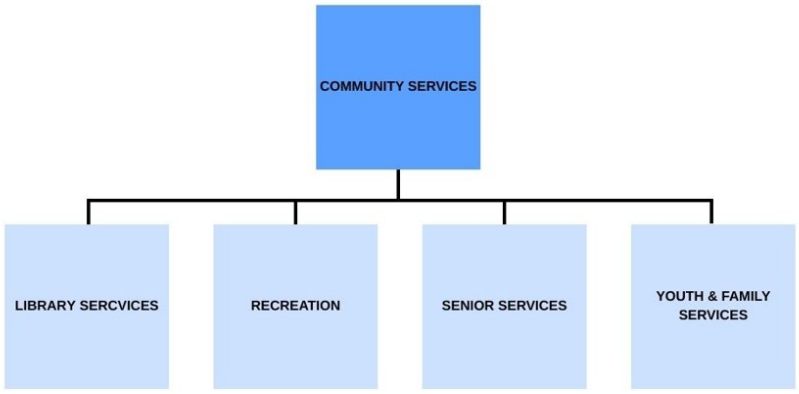
Description of Services

The Community Health and Safety Department is comprised of the Community Services Department and the Office of Emergency Management.

PROPOSED FISCAL YEAR 2026 BUDGET

COMMUNITY SERVICES

MARIA TUCKER, COMMUNITY SERVICES DIRECTOR



Mission

The Community Services Department enhances the well-being of Santa Fe residents by providing inclusive programs, critical resources, and policy leadership that address the fundamental needs of individuals and families. The Department focuses on the social determinants of health—including housing; food security; healthcare access; education; childcare; employment; and transportation and social support—thereby ensuring a resilient, connected, and thriving community.

Proposed FY26 Budget

The Community Services Department's proposed FY26 budget decreased by $149,683, or 0.4%, from the FY25 original budget. The Department's proposed FY26 General Fund budget increased by $5.7 million or 40.7% from the FY25 original budget. The proposed FY26 budget includes $31,160 for Library courier services; $107,325 to support tutoring, kenpo karate, yoga and a variety of educational classes; $2,875 to support Senior in-home support, nutrition programs and Senior volunteer programs; $20,000 for veteran's services including navigation services for homeless and precariously-housed veterans and scholarships for veterans and their dependents; and $1,140,450 for youth programs including Big Brothers Big Sisters, Growing Up NM, and Youth Shelters and Family Services. The budget also includes funding for three new Program Manager positions in the Youth & Family Services Division to strengthen the City's capacity to manage housing programs, coordinate homelessness response efforts, and enhance data-driven policy development initiatives. These positions will fill the critical roles of housing and support services program manager, homelessness response program manager, and data, reporting and policy development program manager.

Department Highlights

Over the past year, the Community Services Department:

- Increased Library circulation and program attendance, facilitating the increased use of digital and physical materials by 14%; doubled young adult programming by engaging resources for teens and young adults; reestablished critical literacy programs; hosted a citywide National Endowment for the Arts (NEA) Big Read event; and expanded community partnerships;

- Implemented new program partnerships and services, including successful collaborations with community organizations such as Free Flow New Mexico, the Georgia O'Keefe Museum, Meow Wolf, The Santa Fe Opera and Little Globe in order to offer free programs and enhanced services to the public;

- Served 535 youth via the Summer Youth Program, and expanded the Teen Center to serve 1,040 participants and offer the use of a new podcast/music studio;

- Reopened Bicentennial Pool with expanded public swim hours and enhanced capacity in order to improve accessibility;

- Expanded youth and adult recreation leagues, returning participation rates to pre-pandemic levels;

- Secured $15K in scholarship funding through the Fore!Kids Golf Tournament, ensuring equitable access to youth sports programs;

- Expanded the Senior Companion Program, with volunteers providing over 17,500 hours of in-person and telephone companionship;

- Engaged 268 senior athletes in the Senior Olympics, promoting healthy aging and community participation;

- Distributed over $7M in federal ARPA funds to 22 organizations supporting homelessness, domestic violence intervention, youth violence prevention, and economic relief, and secured $1.36M in new grants to fund homelessness services, youth intervention programs, and domestic violence response;

- Provided direct economic relief to 357 low-income households through cash assistance programs totaling over $2.5 million;

- Launched Santa Fe's first micro-community for unsheltered individuals and couples, providing housing, case management, and support services;

- Established eviction prevention partnerships through a national learning program with the National League of Cities, strengthening local efforts to prevent displacement;

- Continued support for the City's only non-congregate shelter, which currently shelters 60+ individuals and around 20 kids, and provided housing placements for those exiting the shelter; and

- Funded $4.87 million via the Human Services Committee and Children and Youth Commission for a three-year period for up to 22 non-profit agencies in the CONNECT network, which offers services to address unmet health and social needs.

The Community Services Department's goals for FY26 are as follows:

- Launching a new business support program in partnership with the Office of Economic Development and Creative Start-Ups to help local entrepreneurs access resources, networking, and technology;

- Expanding outreach efforts to engage underserved communities, build partnerships, and increase access to library services for those who may not traditionally use them;

- Expanding the Fore!Kids Foundation Scholarship Program to increase youth recreation access through fundraising events to generate scholarship funds, including the Santa Fe Triathlon, basketball, pickleball, and youth swimming events;

- Enhancing workforce development and operational efficiency by expanding Teen Center hours to include Mondays and extended weekend availability;

- Completing the Mary Esther Gonzales (MEG) Senior Center Expansion and collaborating with stakeholders to design a new, state-of-the-art senior center, and implementing the MySeniorCenter Program to automate check-ins and track participation in senior center activities, improving service delivery;

- Collaborating with city departments and community partners to implement the American Association of Retired Persons (AARP) Age-Friendly Plan, ensuring Santa Fe is an inclusive, age-friendly community;

Securing an additional $2 million in external funding to sustain ARPA-funded programs and expand new initiatives;

- Strengthening intergovernmental partnerships with Santa Fe County and Santa Fe Public Schools through joint resolutions, collaborative initiatives, and special projects; and

- Increasing public awareness of available social services through expanded marketing, advertising, media outreach, and digital accessibility.

LIBRARY

MARGARET NEILL, LIBRARY SERVICES DIVISION DIRECTOR

Mission

The Library Division empowers individuals and strengthens communities by providing free access to knowledge, technology, and cultural enrichment. The Division creates welcoming spaces that foster lifelong learning, literacy, and civic engagement, ensuring that all residents have the opportunity to grow, connect, and thrive.

RECREATION

BRIAN STINETT, RECREATION DIRECTOR

Mission

The Recreation Division enriches the lives of Santa Fe residents by providing diverse, high-quality recreational programs, services, and facilities. The Division promotes health, wellness, and community connection through accessible and inclusive activities that support physical, mental, and social well-being for people of all ages and abilities.

SENIOR SERVICES

MANUEL SANCHEZ, SENIOR SERVICES DIVISION DIRECTOR

Mission

The Senior Services Division is committed to enhancing the lives of older adults in Santa Fe by providing essential resources, social engagement, and support services that promote independence, dignity, and well-being. The Division strives to create an age-friendly community where every senior citizen has access to the care and opportunities they deserve.

YOUTH AND FAMILY SERVICES

JULIE SANCHEZ, YOUTH AND FAMILY SERVICES DIVISION DIRECTOR

Mission

The Youth and Family Services Division leads innovative efforts to address poverty, homelessness, and social inequities in Santa Fe. Through strategic partnerships, forward-thinking programs, and direct support services, the Division works to ensure all residents—regardless of age or background—have access to the resources, stability, and opportunities they need to thrive. As a hub for innovation in social services, Youth and Family Services pioneers new approaches to community well-being, thereby fostering resilience and economic mobility for those most in need.

PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
COMMUNITY SERVICES DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Community Services Administration	1,542,991	1,493,950	1,495,874	1,468,544	(27,330)	-1.8%
Library	5,293,793	5,588,268	6,233,482	6,361,349	127,867	2.1%
Recreation	7,993,575	12,294,268	10,044,530	13,172,769	3,128,239	31.1%
Senior Services	7,225,097	6,615,371	9,040,827	9,353,907	313,080	3.5%
Youth & Family	3,755,887	7,848,588	13,643,116	9,951,577	(3,691,539)	-27.1%
TOTAL COMMUNITY SERVICES	**25,811,343**	**33,840,445**	**40,457,829**	**40,308,146**	**(149,683)**	**-0.4%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	11,065,845	12,457,056	14,806,397	16,980,050	2,173,653	14.7%
Contractuals & Utilities	4,680,853	8,798,076	14,949,648	7,930,929	(7,018,719)	-46.9%
Repairs & Maintenance	187,402	216,476	211,862	179,932	(31,930)	-15.1%
Supplies	1,990,870	2,001,022	1,982,944	1,994,650	11,706	0.6%
Insurance	433,975	878,434	805,468	739,169	(66,299)	-8.2%
Other Operating Costs	2,383,279	2,786,308	2,478,226	2,354,510	(123,716)	-5.0%
Capital Purchases	32,960	624,376	300,508	167,011	(133,497)	-44.4%
Transfers to Other Funds	5,036,159	6,078,697	4,922,776	9,961,895	5,039,119	102.4%
TOTAL COMMUNITY SERVICES	**25,811,343**	**33,840,445**	**40,457,829**	**40,308,146**	**(149,683)**	**-0.4%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	11,755,168	13,786,916	14,128,420	19,876,868	5,748,448	40.7%
Law Enforcement	39,921	58,616	316,342	316,342	-	0.0%
Community Development	1,232,333	5,915,160	10,790,970	4,092,117	(6,698,853)	-62.1%
Senior Citizen Grants/Programs	4,401,419	4,207,798	4,876,635	5,104,743	228,108	4.7%
Library	1,146,859	1,158,908	1,171,315	1,203,977	32,662	2.8%
Quality of Life	60,203	54,998	186,110	163,770	(22,340)	-12.0%
Recreation Programs	2,542,852	3,350,247	4,511,833	4,683,100	171,267	3.8%
Special Recreation Leagues	5,393	4,548	5,526	5,800	274	5.0%
Genoveva Chavez Community Ctr.	4,627,196	5,303,254	4,470,678	4,861,429	390,751	8.7%
TOTAL COMMUNITY SERVICES	**25,811,343**	**33,840,445**	**40,457,829**	**40,308,146**	**(149,683)**	**-0.4%**

PROPOSED FISCAL YEAR 2026 BUDGET

OFFICE OF EMERGENCY MANAGEMENT

BRIAN WILLIAMS, EMERGENCY MANAGEMENT DIRECTOR

Mission

The Office of Emergency Management protects and prepares the City of Santa Fe by leading coordinated efforts in disaster prevention, response, recovery, and resilience. Through strategic planning, training, and collaboration, the Office ensures that the City is equipped to mitigate risks, manage crises effectively, and safeguard the well-being of all residents in times of emergency.

Proposed FY26 Budget

The Emergency Management Department's proposed FY26 budget increased by $283,040, or 42.6%, from the FY25 original budget. The Department's proposed FY26 General Fund budget increased by $122,968, or 57.7%, from the FY25 original budget. The proposed FY26 budget includes $177,368 for Hazard Mitigation Plan updates and $58,653 for services funded by a Federal Emergency Management Agency (FEMA) grant.

Department Highlights

Over the past year, the Office of Emergency Management:

- Strengthened emergency planning by revising the Comprehensive Emergency Management Plan (CEMP) and updating the city's Emergency Operations Framework;
- Responded to extreme weather events through multiple CODE BLUE activations, ensuring the availability of shelter and resources for vulnerable residents;
- Enhanced citywide disaster preparedness by leading full-scale exercises, including the Dam Emergency Action Plan and Waste Isolation Pilot Plant (WIPP) Transportation exercises;
- Secured $300K in federal funding through two ARPA grant projects to improve emergency response capabilities;
- Expanded support for vulnerable populations by distributing emergency kits and portable hearing loops to residents with functional needs; and
- Led high-profile emergency response operations, including planning and managing the Emergency Operations Center activation for Zozobra.

PROPOSED FISCAL YEAR 2026 BUDGET

The Emergency Management Department's goals for FY26 are as follows:

- Updating the Hazard Mitigation Plan to address evolving risks, climate-related challenges, and infrastructure vulnerabilities;

- Developing a Continuity of Operations (COOP) and Continuity of Government (COG) Plan to ensure that essential city services remain operational during emergencies, and creating a Distribution Management Plan to improve the city's ability to efficiently allocate emergency supplies;

- Implementing the Virtual Fire Tower Project at McClure Dam, using infrared cameras for early wildfire detection and prevention;

- Enhancing security and disaster resilience by launching the Meridian Hostile Vehicle Barrier project;

- Managing over $1 million in federal mitigation grants to strengthen emergency response infrastructure, and expanding community engagement and interagency partnerships to improve public awareness and preparedness efforts; and

- Deploying GIS dashboards and mapping tools to enhance real-time emergency response and resource allocation.

PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE

EMERGENCY MANAGEMENT DEPARTMENT - EXPENDITURES SUMMARY

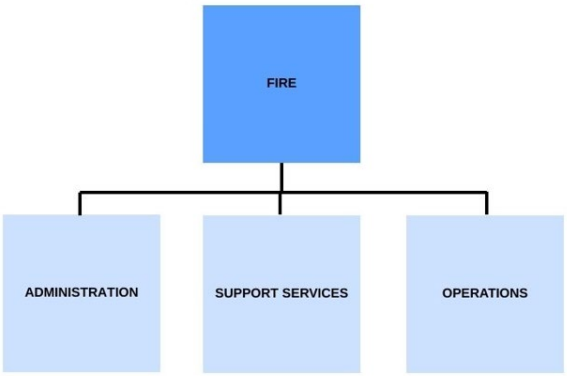
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	216,948	229,189	236,115	273,538	37,423	15.8%
Contractuals & Utilities	3,166	98,352	103,259	243,021	139,762	135.4%
Repairs & Maintenance	6,465	-	250	250	-	0.0%
Supplies	49,521	103,340	135,160	217,351	82,191	60.8%
Insurance	3,375	7,327	8,071	6,604	(1,467)	-18.2%
Other Operating Costs	151,114	75,253	72,834	131,176	58,342	80.1%
Capital Purchases	-	28,845	109,369	76,158	(33,211)	-30.4%
TOTAL EMERGENCY MANAGEMENT	**430,590**	**542,307**	**665,058**	**948,098**	**283,040**	**42.6%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	167,156	189,176	212,956	335,924	122,968	57.7%
Emergency Services	225,394	258,037	452,102	612,174	160,072	35.4%
Community Development	38,040	95,094	-	-	-	N/A
TOTAL EMERGENCY MANAGEMENT	**430,590**	**542,307**	**665,058**	**948,098**	**283,040**	**42.6%**

FIRE DEPARTMENT

BRIAN MOYA, FIRE CHIEF



Mission

The mission of the Santa Fe Fire Department (SFFD) is to safeguard the Santa Fe community by professionally and efficiently preserving life and property through proactive planning, preparation, training, fire prevention, public education, and the delivery of prompt and effective emergency response, all while ensuring sustainable operational effectiveness through dedicated support services.

Proposed FY26 Budget

The Fire Department's proposed FY26 budget increased by $5.9 million, or 19.6%, from the FY25 original budget. The Department's proposed FY26 General Fund budget increased by $5.9 million, or 20.5%, from the FY25 original budget. The proposed FY26 budget includes $80,000 for the purchase of medical equipment and paramedic school tuition, and $25,000 for psychological screening services for Department employees.

Department Highlights

Over the past year, the Fire Department:

- Successfully processed several critical grants and contracts, including those supporting the Honor Guard; Hazmat team; Fire Prevention initiatives; Aircraft Rescue and Firefighting (ARFF) capabilities; the Mobile Integrated Health (MIH) program; and the Emergency Medical Services (EMS) billing vendor;

- Procured two new ARFF trucks and two new ambulances in order to enhance operational capacity, replacing the oldest and most-utilized vehicles;

- Responded to over 20,000 emergency calls (68% of which were EMS-related), 400 fires and 500 mutual aid responses to the County;

- Engaged with the community, conducting nearly 300 outreach events that connected with nearly 100% of Santa Fe residents; implemented an annual joint agency training program with the Police Department, focusing on fire response to improve interagency coordination; and

- Showcased the Department's expertise and commitment beyond local borders via successful deployment to 13 different wildland fires and three swift water deployments across the country.

The Fire Department's goals for FY26 are as follows:

- Implement a structured promotional course schedule for International Fire Services Accreditation Congress (IFSAC) Driver, Pumper, Instructor I, Officer I, and SFFD Rescue Operations, thereby investing in the professional development of personnel;

- Develop a formalized quality assurance and improvement process for EMS operations, prioritizing equipment longevity through improved SCBA care and maintenance policies;

- Expand infrastructure with the construction of Station 5A to enhance service capabilities across the community;

- Optimize emergency deployment and response efficiency through strategies focused on improving response times; resource allocation; Computer-Aided Design (CAD) response layers; and vehicle deployment modeling;

- Improve Firefighter safety, wellness, and mental wellbeing with initiatives focusing on station living quarter isolation, the clean cab concept, physical training programs, and proactive mental health support; and

- Enhance interagency collaboration and training through quarterly joint exercises with city and county fire departments, including the development of a tactical paramedic program with the police department.

FIRE ADMINISTRATION

BRIAN MOYA, FIRE CHIEF

Mission

The Administration Division is the core of the Fire Department's executive leadership and administrative operations, supporting all staff members of the Department.

Description of Services

Services provided by the Administration Division include personnel management; accounting, budget, procurement, contracts, and financial management; data collection, management, and reporting; records management; information technology services (mobile computing, land mobile radio services, and logistics); and the management of facilities, equipment, apparatus, uniforms and personal protective gear.

FIRE OPERATIONS

SCOTT OVERLIE, ASSISTANT FIRE CHIEF

Mission

The mission of the Operations Division is to provide a sustainable quality of life now and in the future for the entire Santa Fe community by protecting and preventing the loss of life and property through professional and efficient planning, preparation, training, fire prevention, public education and delivery of emergency services.

SUPPORT SERVICES

STEN JOHNSON, ASSISTANT FIRE CHIEF

Mission

The mission of the Support Services Division is to enhance operational effectiveness by providing efficient administrative, logistical, and personnel support. This includes strategic planning; training; fleet maintenance; EMS advancements; fire prevention; and community outreach to ensure the highest level of service for the Santa Fe community.

PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
FIRE DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

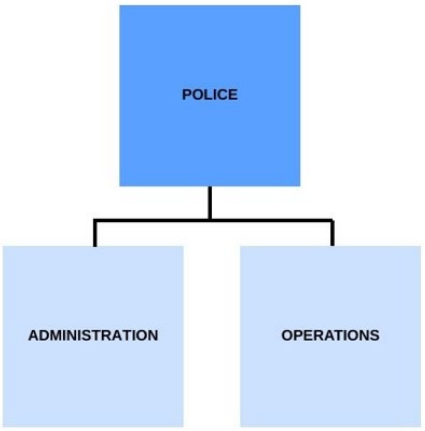
SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Fire Administration	3,545,496	4,003,767	3,547,652	3,483,855	(63,797)	-1.8%
Fire Operations	17,407,036	20,593,763	20,344,212	25,541,866	5,197,654	25.5%
Support Services	4,686,840	6,226,012	6,130,560	6,877,668	747,108	12.2%
TOTAL FIRE DEPARTMENT	**25,639,372**	**30,823,543**	**30,022,424**	**35,903,389**	**5,880,965**	**19.6%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	21,973,230	25,028,156	23,583,934	29,464,690	5,880,756	24.9%
Contractuals & Utilities	671,728	524,845	772,893	768,885	(4,008)	-0.5%
Repairs & Maintenance	133,034	140,854	207,444	127,674	(79,770)	-38.5%
Supplies	1,515,216	1,812,582	1,458,734	1,655,951	197,217	13.5%
Insurance	288,150	710,451	876,512	776,875	(99,637)	-11.4%
Other Operating Costs	934,854	1,292,611	2,171,214	2,116,782	(54,432)	-2.5%
Capital Purchases	(0)	1,101,042	828,532	992,532	164,000	19.8%
Debt Service	-	89,839	-	-	-	N/A
Transfers to Other Funds	123,161	123,163	123,161	-	(123,161)	-100.0%
TOTAL FIRE DEPARTMENT	**25,639,372**	**30,823,543**	**30,022,424**	**35,903,389**	**5,880,965**	**19.6%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	25,216,546	29,437,443	28,838,817	34,740,216	5,901,399	20.5%
Emergency Services	422,791	1,386,100	1,183,607	1,163,173	(20,434)	-1.7%
Fire Environmental Service	35	-	-	-	-	N/A
TOTAL FIRE DEPARTMENT	**25,639,372**	**30,823,543**	**30,022,424**	**35,903,389**	**5,880,965**	**19.6%**

POLICE DEPARTMENT

PAUL JOYE, CHIEF OF POLICE



Mission

The mission of the Police Department is to provide City of Santa Fe residents and guests with a safe environment in which to live, work, and visit through professional service and quality policing. The Department endeavors to foster open communication, mutual respect, absolute trust, integrity, and justice within our community by working together to prevent, reduce, and combat crime and illegal activity.

Proposed FY26 Budget

The Police Department's proposed FY26 budget increased by $2.2 million, or 5.5%, from the FY25 original budget. The Department's proposed FY26 General Fund budget increased by $1.5 million, or 4.2%, from the FY25 original budget. The proposed FY26 budget includes $40,000 to administer verbal and written psychological screenings, post-traumatic incident assessments, fit-for-duty examinations, and counseling sessions for Police Officer applicants; $28,720 to assist in investigations pertaining to domestic violence and sexual assault; and $7,000 to provide hazmat cleanup services for crime scenes. The budget also includes funding for five new positions, including four Project Specialist positions and one Lead Supervisor position, in order to bring the Department into compliance with a New Mexico Supreme Court mandate to address critical staffing deficiencies.

Department Highlights

Over the past year, the Police Department:

- Launched the Axon Records system ahead of schedule in December 2024; this system has shown to be much improved from the Department's previous platform, and will continue to show improvements as the Department migrates legacy data;

- Made improvements to recruitment efforts and expanded community outreach, which reduced the police officer vacancy level to 13 positions, the lowest in 10 years; this has allowed Detectives and Traffic Officers to be staffed and support Patrol Officers;

- Worked to update current policies and draft new policies, allowing the Department to begin the process of achieving accreditation with the New Mexico Municipal League;

- Fully staffed the Crime Scene Unit and endeavored to achieve staff certification, reducing the time needed for police officers to be on scene and allowing them to return to the field to handle priority calls, and thereby contributing to successful prosecutions of criminal cases;

- Conducted multiple operational plans for fugitive apprehension and proactive measures for stolen motor vehicles and shoplifting; re-established communication and networking with the New Mexico Organized Retail Crime Association (NMORCA) and executed successful operations with their teams; and worked to address cold cases; and

- Planned and staffed Police coverage for 41 events, including Zozobra; Fiestas; 4th of July; the Presidential Election; the Fall Blitz and multiple driving while intoxicated (DWI) checkpoints.

The Police Department's goals for FY26 are as follows:

- Continue finalizing the transition to the Axon Records system to improve workflow, reduce workload and improve the morale of staff with a capable and efficient records management platform;

- Establish a formal career development and leadership program for supervisors and above at Santa Fe Police Department;

- Explore the use of technology to assist with keeping the community safe, to include gunshot detection devices, automated traffic enforcement and use of a drone as a first responder;

- Enhance training to equip Department leaders with the skills and knowledge to conduct thorough and fair investigations, including the School of Police Staff and Command, the Federal Bureau of Investigation (FBI) National Academy, and the FBI Law Enforcement Executive Development Association (LEEDA); and

- Establish a pilot project to balance training and continuity of services.

POLICE ADMINISTRATION

BEN VALDEZ, DEPUTY CHIEF OF POLICE

Mission

The Administration Division provides logistical and administrative support to the Operations Division and is responsible for the day-to-day operations of the Santa Fe Police Department.

POLICE OPERATIONS

THOMAS GRUNDLER, DEPUTY CHIEF OF POLICE

Mission

The mission of the Operations Division is to protect lives, property, and the rights of all people to maintain order and enforce the law impartially.

PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
POLICE DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

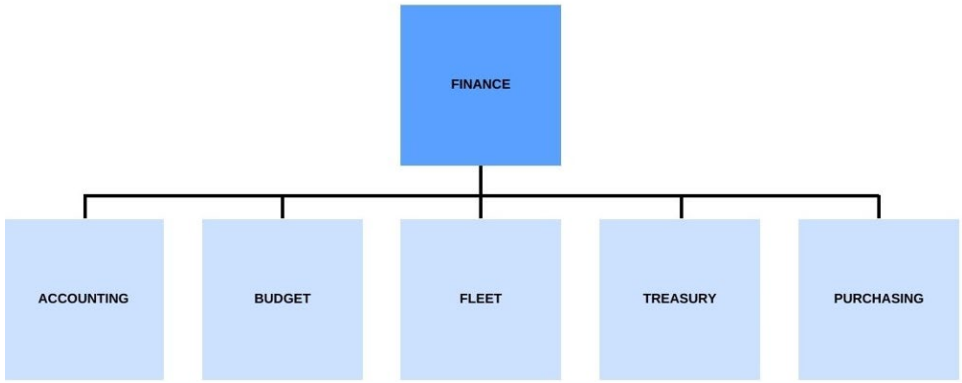
SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Police Administration	9,341,699	16,998,485	17,304,122	16,292,637	(1,011,485)	-5.8%
Police Operations	19,598,738	22,776,915	22,600,378	25,820,842	3,220,464	14.2%
TOTAL POLICE DEPARTMENT	**28,940,437**	**39,775,400**	**39,904,500**	**42,113,479**	**2,208,979**	**5.5%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	22,620,685	25,612,137	26,482,064	29,652,902	3,170,838	12.0%
Contractuals & Utilities	980,675	963,171	1,522,020	1,652,589	130,569	8.6%
Repairs & Maintenance	57,915	136,043	217,489	199,571	(17,918)	-8.2%
Supplies	945,526	948,770	1,348,159	1,048,408	(299,751)	-22.2%
Insurance	474,388	1,166,076	1,994,332	1,804,304	(190,028)	-9.5%
Other Operating Costs	3,861,248	6,220,180	7,097,520	6,232,342	(865,178)	-12.2%
Capital Purchases	-	4,729,022	1,242,916	1,523,363	280,447	22.6%
TOTAL POLICE DEPARTMENT	**28,940,437**	**39,775,400**	**39,904,500**	**42,113,479**	**2,208,979**	**5.5%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	26,759,108	34,491,909	35,321,925	36,813,085	1,491,160	4.2%
Animal Services	1,114	64,883	28,050	4,705	(23,345)	-83.2%
Law Enforcement	2,180,216	5,218,608	4,554,525	5,295,689	741,164	16.3%
TOTAL POLICE DEPARTMENT	**28,940,437**	**39,775,400**	**39,904,500**	**42,113,479**	**2,208,979**	**5.5%**

FINANCE DEPARTMENT

EMILY OSTER, FINANCE DIRECTOR



Mission

The Finance Department is committed to building the public trust through sound financial management and innovative and effective business decisions while protecting the City's assets and ensuring compliance with federal, state, and local laws and regulations. The Department is committed to providing timely, accurate, clear, and concise information to the City's leadership and departments with exemplary customer service. Finance Department employees are stewards charged with the safeguarding and oversight of the City's financial assets and resources. The Department strives to provide trust and confidence to internal and external customers, staff, and constituents.

Proposed FY26 Budget

The Finance Department's proposed FY26 budget increased by $3.6 million, or 15.7%, from the FY25 original budget. The Department's proposed FY26 General Fund budget decreased by $1.1 million, or 11.3%, from the FY25 original budget. The proposed FY26 budget includes $9.11 million in debt service and capital costs, including transfers to cover these costs in funds that are not fully self-supporting; $825,000 for audit and accounting support services; and $150,000 to support the purchase and implementation of an accounts receivable module and self-service tax payment portal. The budget also includes funding for one new Budget Analyst position in the Budget Office and one new Program Manager position in the Finance Administration Division to address critical staffing needs in the Department.

Department Highlights

Over the past year, the Finance Department:

- Submitted four audits to the State in 18 months, including the on-time FY24 audit—marking the first resolution since FY18—and maintained timely monthly closings through FY24 and FY25, with the first timely year-end close since FY16;

- Completed the FY25 Annual Operating Budget on time by June 1, 2024, incorporating the implementation of the City-wide Compensation & Classification study that delivered pay increases to hundreds of City employees;

- Ensured full compliance with federal and state financial standards, encumbering all ARPA funds by the 12/31/24 deadline and implementing updated policies including a modernized Per Diem and Mileage (Travel) Policy and City-wide asset disposal policies such as annual surplus auctions;

- Improved procurement and contracting processes by reducing purchasing contract packet requirements and creating graphical tools to support staff navigation of procurement procedures;

- Managed over 900 fleet assets with only five technicians;

- Processed City-wide payroll on time while issuing timely year-end W-2 forms; and

- Prioritized Finance Department recruitment and retention, reducing the vacancy rate from 34% (19 positions) in July 2023 to 14% (8 positions) by February 2025.

The Finance Department's goals for FY26 are as follows:

- Foster a human-centered environment within the Finance Department, thereby positioning the team as an indispensable resource to the City; progress on this goal will be measured by retention of staff and progress on priority projects and initiatives;

- Complete the FY25 financial statement and compliance audit by the due date of December 15, 2025;

- Continue the on-time completion and adoption of the Annual Operating Budget;

- Implement new budget software (Questica) that will enable greater capabilities in the Budget Office, including better management of operating and capital budgets, improved position budgeting, and a more efficient and effective means of creating and working with budget scenarios;

- Update and modernize the City's Purchasing ordinances, Procurement Manual, and purchasing processes;

- Work with the Public Works and Public Utilities Departments, and all other Departments that manage Capital Improvement Projects (CIP), to improve management and monitoring of ongoing CIP projects; and

- Implement additional functionality in the City's financial system and other subsidiary systems to support process improvements in procurement, capital assets, grants management, and treasury management.

ADMINISTRATION

ALEXIS LOTERO, ASSISTANT FINANCE DIRECTOR

Mission

The mission of the Administration Division of the Finance Department is to provide accurate and timely support for all aspects of Finance Department operations.

ACCOUNTING DIVISION

MATTHEW BONIFER, CHIEF ACCOUNTING OFFICER

Mission

The mission of the Accounting Division is to provide timely, accurate, clear, and complete financial information to stakeholders, other City departments and constituents while protecting the City's assets, both real and intangible, thereby ensuring that the City maintains compliance with federal, state and local financial and fiduciary laws.

BUDGET DIVISION

ANDY HOPKINS, BUDGET OFFICER

Mission

The Budget Division serves the City's strategic priorities through budget development that is aligned with the Mayor and Council's priorities. The Division constantly works to provide both short- and long-term financial planning documents and information, thus enabling City-wide planning in a transparent and consistent manner.

FLEET MANAGEMENT DIVISION

DAVID JARAMILLO, FLEET MANAGER

Mission

Fleet Management provides City departments with a comprehensive and extensive array of vehicle services. Team members have extensive expertise in working on vehicles ranging from riding lawn mowers to City buses. The City's constituents are a primary focus in terms of minimizing vehicle investments, maximizing the utility of the City's fleet, improving efficiency, and reducing transportation costs. Fleet Management ensures that all City departments have the necessary equipment to complete their work that serves the community.

PURCHASING DIVISION

TRAVIS DUTTON-LEYDA, CHIEF PROCUREMENT OFFICER

Mission

The Purchasing Division provides services that add value and contribute to the City's success. The procurement team is committed to serving in accordance with best practices and cost-effective approaches in order to meet and exceed internal and external customer expectations.

TREASURY DIVISION

CLARENCE ROMERO, TREASURY OFFICER

Mission

The Treasury Division's mission is to protect and safeguard the City's fiscal assets through the collection, deposit and reconciliation of City receipts and the timely reporting of revenues.

PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
FINANCE DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

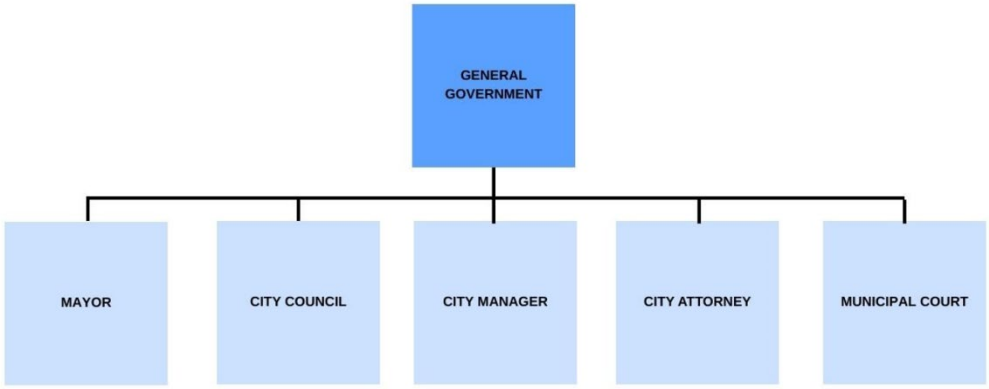
SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Finance Administration	1,075,282	1,295,439	1,387,745	1,601,441	213,696	15.4%
Accounting	4,308,914	5,383,862	4,971,097	3,097,808	(1,873,289)	-37.7%
Budget	17,015,918	18,200,890	11,549,629	16,387,733	4,838,104	41.9%
Fleet Management	1,478,451	1,529,059	1,642,310	1,758,213	115,903	7.1%
Purchasing	698,493	1,639,225	1,028,261	1,031,152	2,891	0.3%
Treasury	717,778	1,084,953	2,176,159	2,450,138	273,979	12.6%
TOTAL FINANCE DEPARTMENT	**25,294,836**	**29,133,428**	**22,755,201**	**26,326,485**	**3,571,284**	**15.7%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	4,425,344	4,840,314	6,016,684	6,960,781	944,097	15.7%
Contractuals & Utilities	2,683,095	4,124,143	4,250,000	2,482,700	(1,767,300)	-41.6%
Repairs & Maintenance	212,942	163,798	282,546	250,000	(32,546)	-11.5%
Supplies	489,646	550,829	553,389	574,200	20,811	3.8%
Insurance	69,966	153,994	221,956	197,212	(24,744)	-11.1%
Other Operating Costs	604,249	763,676	596,697	574,603	(22,094)	-3.7%
Capital Purchases	16,909	12,292	93,292	20,000	(73,292)	-78.6%
Transfers to Other Funds	16,792,685	18,524,383	10,740,637	15,266,989	4,526,352	42.1%
TOTAL FINANCE DEPARTMENT	**25,294,836**	**29,133,428**	**22,755,201**	**26,326,485**	**3,571,284**	**15.7%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	6,959,811	8,776,466	9,865,327	8,751,208	(1,114,119)	-11.3%
Capital Equipment Reserve	68,897	803,570	-	-	-	N/A
Lodgers' Tax Fund	29,639	93,455	332,933	352,734	19,801	5.9%
Community Development	6,372	-	-	-	-	N/A
Special Projects	-	16,464	-	-	-	N/A
1/2% GRT Income Fund	16,751,667	17,914,415	10,914,631	15,464,330	4,549,699	41.7%
Services to Other Depts	1,478,451	1,529,059	1,642,310	1,758,213	115,903	7.1%
TOTAL FINANCE DEPARTMENT	**25,294,836**	**29,133,428**	**22,755,201**	**26,326,485**	**3,571,284**	**15.7%**

GENERAL GOVERNMENT

ALAN WEBBER, MAYOR



Mission and Description of Services

General Government ensures leadership, oversight and coordination of all city operations and administration for the benefit of the broader community. The Mayor and City Manager provide support to the Governing Body in setting the overall direction for the City of Santa Fe, including the adoption of budgets, laws and resolutions.

Major priorities are the safety, quality of life and sustainability for all those who live, work and visit our fair city. Integral operations include maintaining and developing infrastructure; providing essential public services; social justice initiatives; facilitating civic participation; serving diverse and vulnerable communities; promoting transparency; ensuring environmental sustainability; and supporting cultural initiatives.

Alan Webber is Santa Fe's 43rd Mayor and the City's first full-time executive. He was elected in March 2018 and again in January 2022. The Mission of the Mayor's Office includes playing a critical role in shaping the policies to maintain a vibrant, inclusive and thriving community for the citizens of Santa Fe. From budget management to representing the city at public events, the Mayor's duties are diverse. This multifaceted executive leadership role requires effective decision-making skills and a deep understanding of the needs and concerns of Santa Fe residents.

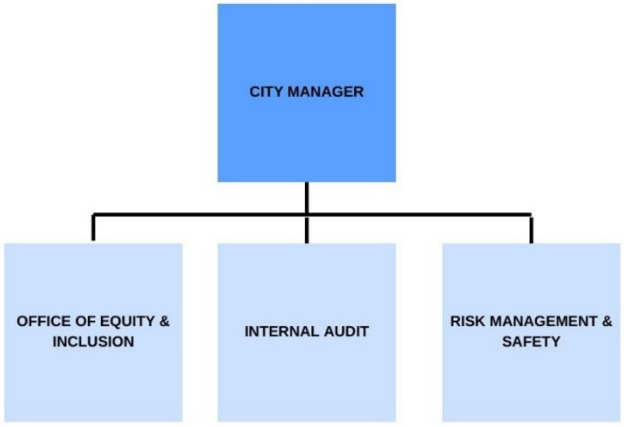
Proposed FY26 Budget

The proposed FY26 budget for General Government decreased by $1.3 million, or 5.7%, from the FY25 original budget. The Department's proposed FY25 General Fund budget increased by $16,326, or 0.2%, from the FY25 original budget. The proposed FY26 budget includes $2.5 million for various types of insurance claims; $104,462 for workers' compensation medical/indemnity payments; $21,944 for additional staffing costs; $60,000 for development and

disposition of Midtown property; $48,500 for the City Strategic Plan; and $10,000 for Spanish language and American Sign Language (ASL) interpreters for the Municipal Court.

CITY MANAGER'S OFFICE

MARK SCOTT, CITY MANAGER



Mission

The City Manager is the chief administrative officer of the city of Santa Fe and is appointed by the Mayor and confirmed by the Governing Body. The City Manager is charged with implementing the policy decisions of the Governing Body in an effective, efficient, and equitable manner. The City Manager is also responsible for directing the City's departments and providing policy advice to the Governing Body. The great majority of services, programs, initiatives and activities found in this budget fall under the purview of the City Manager.

CITY ATTORNEY'S OFFICE

ERIN MCSHERRY, CITY ATTORNEY

Mission

The Mission of the City Attorney's Office is to advise, defend, and protect the City and enforce its laws in a timely and just manner.

Department Highlights

Over the past year, the City Attorney's Office:

- Prevailed in significant litigation, including Bruce Throne et al vs. City of Santa Fe I and II, land use appeals in district court, challenging a rezoning and final development plan on Old Pecos Trail, each of which upheld the City's land use case review process; Sebesta v. City of Santa Fe, a District Court appeal regarding Code Enforcement jurisdiction to enforce the location of a building in a building permit; City of Santa Fe vs. Board of County Commissions of Santa Fe, regarding the expanded area designated as part of the Traditional Village of Agua Fria; 219 DWI cases filed in calendar year 2024 (with a 85.82% conviction rate as of 2/14/25), 207 shoplifting cases, and 511 petty misdemeanor cases;

- Addressed and improved the City's Inspection of Public Records Act (IPRA) production by responding to 10,703 IPRA requests; creating an accident reports page that allows the public to avoid filing IPRA requests; and training staff and elected officials regarding efficient records production;

- Collaborated on litigation impacting important City public policy positions, including the City's High-End Tax for Affordable Housing appeal and federal Constitutional violations, such as threats of prosecuting local officials if they do not assist in federal immigration enforcement that is not legally required and modifying federal grant terms without congressional authority and in contradiction to the purposes of the grants; and

- Enhanced City professional development through City Attorney's Office (CAO)-led trainings, including Code of Ethics training for over 1300 employees, through 40+ live and zoom sessions; prosecutor training for Animal Control officers; Ethics Code trainings for the Governing Body; Open meetings and IPRA board trainings for the Planning Commission, Historic Districts Review Board, Metropolitan Planning Commission, and Immigration Committee; and IPRA trainings for departments, including the Police Department , Human Resources Department, Planning and Land Use Department, senior staff, and the Governing Body.

The City Attorney's Office goals for FY26 are as follows:

- Obtain favorable outcomes in litigation, including the High-End Excise Tax for Affordable Housing; Bruce Throne I (Old Pecos Trail rezoning appeal); City v. Catanach (illegal tower appeal); the Educational Retirement Board Injunction; the Botulph Road rezoning appeal;

San Francisco et al vs. Department of Justice; and San Francisco and Santa Fe vs. Americorps;

- Resolve compliance actions with state and federal agency regulations, including Airport compliance with Federal Aviation Association (FAA) and Transportation Security Administration (TSA) regulations, and wastewater discharge permit actions with the Environmental Protection Agency (EPA) and the New Mexico Environment Department (NMED);
- Develop a CAO intranet page with resources and trainings;
- Support the Metropolitan Redevelopment Agency in adopting a Metropolitan Redevelopment Plan, and enter into additional disposition and development agreements and exclusive negotiation agreements with developers; and
- Complete significant legislative updates, including Chapter 14 reorganization and updates; clean-up of City Code Chapters 2 and 24; and Uniform Traffic Code updates.

MUNICIPAL COURT

CHAD CHITTUM, MUNICIPAL COURT JUDGE

Mission

The Mission of the Santa Fe Municipal Court is to administer justice to the people of Santa Fe in a fair, equitable, efficient, professional and consistent manner.

Department Highlights

Over the past year, the Municipal Court:

- Achieved certification of the DWI/Drug Court Program and partnered with Mesa Vista Wellness as a single source provider;
- Continued the Language Access Specialist incentive pay policy;
- Upgraded the walk-through metal detector;
- Designed and implemented an alternative sentencing program for first-time non-DWI offenders; and

- Continued with the Outreach Court program, which allows alternative resolutions in lieu of custody, fines, and fees for precariously housed offenders, and extended program eligibility to veterans, regardless of their housing situation.

The Municipal Court's goals for FY26 are as follows:

- Upgrade the courtroom audio/video technology;
- Improve courthouse security by mitigating hazards in collaboration with the Office of Emergency Management;
- Encourage professional development via training and education for court staff and the Municipal Court Judge;
- Collaborate with other agencies and city partners to have warrants entered into the national database; and
- Review all inactive cases and take appropriate action.

RISK MANAGEMENT AND SAFETY

VACANT, RISK MANAGEMENT AND SAFETY DIVISION DIRECTOR

Mission

The mission of Risk Management & Safety is to assist City of Santa Fe employees in the creation of a safer work environment for all employees by working with City departments to efficiently and properly identify, manage, and mitigate hazards and finance risks; to reduce the frequency, severity and associated costs of injuries and claims; and to serve as a resource for the health, safety and well-being of City employees. Risk Management & Safety provides assessments, resources, training, and technical assistance through comprehensive workplace evaluations, high-quality training, timely customer service, and programs and resources to maintain regulatory compliance and protect the City's financial integrity. The Division provides these services with professionalism, communication, coordination and collaboration.

Department Highlights

Over the past year, the Risk Management and Safety Divsion:

- Sustained Division operations, processing general liability claims for constituents and workers compensation claims for City employees;
- Presented the New Employee Safety Orientation and Defensive Driving courses on a bi-weekly basis, and offered 42 safety-related trainings to City employees; and

- Continued distribution of safety supplies and personal protective equipment (PPE) to City employees.

Risk Management and Safety's goals for FY26 are as follows:

- Promote a comprehensive culture of safety in order to ensure the health and safety of citizens and employees;

- Assist city departments in the identification of risk, health and safety hazards and non-compliance issues, and assist in resolving those issues through education, monitoring, and problem-solving;

- Develop, implement and maintain comprehensive programs to ensure that the City remains compliant with regulations and industry standards; and

- Seek continuous professional development of the Risk and Safety team.

PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
GENERAL GOVERNMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Mayor's Office	385,072	668,199	609,913	667,169	57,256	9.4%
City Council	481,970	521,385	1,134,000	747,867	(386,133)	-34.1%
City Manager	505,247	701,546	1,232,091	1,252,836	20,745	1.7%
City Attorney	2,498,508	2,939,449	2,967,068	3,147,697	180,629	6.1%
Internal Audit	8,506	837	150,000	150,000	-	0.0%
Municipal Court	1,769,529	1,964,734	2,266,465	2,377,354	110,889	4.9%
Risk Management	6,952,134	7,196,538	9,693,855	8,684,414	(1,009,441)	-10.4%
Safety	2,371,750	1,949,324	4,571,927	4,298,918	(273,009)	-6.0%
TOTAL GENERAL GOVERNMENT	**14,972,717**	**15,942,012**	**22,625,319**	**21,326,255**	**(1,299,064)**	**-5.7%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	4,513,765	5,502,506	6,534,524	6,556,468	21,944	0.3%
Contractuals & Utilities	881,968	1,042,516	1,695,122	1,379,327	(315,795)	-18.6%
Repairs & Maintenance	(5,898)	4,415	-	6,775	6,775	N/A
Supplies	233,176	213,169	387,910	422,928	35,018	9.0%
Insurance	8,560,537	8,118,866	12,727,331	11,642,810	(1,084,521)	-8.5%
Other Operating Costs	717,261	974,726	1,223,312	1,186,947	(36,365)	-3.0%
Capital Purchases	9,408	23,315	55,000	131,000	76,000	138.2%
Transfers to Other Funds	62,500	62,500	2,120	-	(2,120)	-100.0%
TOTAL GENERAL GOVERNMENT	**14,972,717**	**15,942,012**	**22,625,319**	**21,326,255**	**(1,299,064)**	**-5.7%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	5,557,789	6,696,573	8,265,997	8,282,323	16,326	0.2%
Law Enforcement	91,044	99,577	93,540	60,600	(32,940)	-35.2%
Risk Management	7,445,804	7,784,261	10,901,788	9,514,876	(1,386,912)	-12.7%
Workers' Compensation	1,878,080	1,361,601	3,363,994	3,468,456	104,462	3.1%
TOTAL GENERAL GOVERNMENT	**14,972,717**	**15,942,012**	**22,625,319**	**21,326,255**	**(1,299,064)**	**-5.7%**

PROPOSED FISCAL YEAR 2026 BUDGET

HUMAN RESOURCES DEPARTMENT

BERNADETTE SALAZAR, DIRECTOR OF HUMAN RESOURCES

Mission

The mission of the Human Resources Department is to provide human resources services that promote a work environment that fosters respect, accountability, and trust.

Proposed FY26 Budget

The Human Resources Department's proposed FY26 budget decreased by $3.2 million, or 8.9%, from the FY25 original budget. The Department's proposed FY26 General Fund budget decreased by $2.4 million, or 47.6%, from the FY25 original budget. The proposed FY26 budget includes $28.3 million for employee health and life insurance claims; $1.03 million for employee dental insurance claims and associated costs; and $197,848 for employee tuition assistance and training costs.

Department Highlights

Over the past year, the Human Resources Department:

- Negotiated and implemented a 3% salary increase and salary increases recommended by the Classification and Compensation Study for AFSCME, Fire Union, and Police Union employees; implemented equivalent salary increases for non-union employees; and provided for a $1,000 retention incentive for City employees;

- Worked collaboratively with city departments and divisions to fill vacant positions by hosting several rapid hiring events, which helped to reduce the citywide overall vacancy rate from 22.68% in July 2024 to 21.82% as of February 2025;

- Facilitated the City's receipt of the Family Friendly Business Award at the Gold level from the Family Friendly New Mexico organization in November 2024, acknowledging the City's commitment to employees;

- Achieved the Gold Level Cigna Healthy Workforce Designation for the second consecutive year, demonstrating the City's commitment to employees' health and wellness; and

- Supported and paid for employees to attend continuing education college-level courses and New Mexico Edge courses (training courses specific to state and local government topics hosted by NM State University) for a total of 159 training sessions and 470 training hours; offered 130 city-sponsored employee training opportunities to a total of 1,945 participants.

PROPOSED FISCAL YEAR 2026 BUDGET

The Human Resource Department's goals for FY26 are as follows:

- Implement performance evaluation software and provide citywide training;
- Develop the employee training policy; complete phases three and four of the Classification and Compensation study; implement enhancements to the new hire process; and standardize employee related statistics for monthly reporting;
- Finalize the RFP process for medical, dental, vision, and life insurance carriers; and
- Update the City of Santa Fe Personnel Rules/Regulations and Policies and Administrative Employee Policies to include the solicitation of feedback from City employees.

CITY OF SANTA FE
HUMAN RESOURCES DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

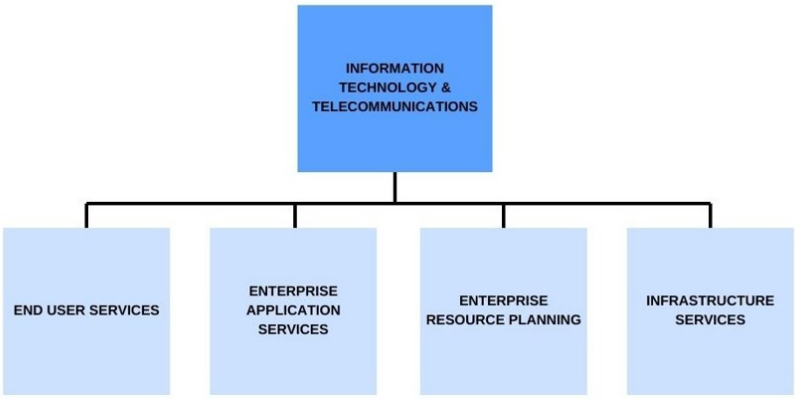
SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	4,343,321	3,505,379	4,191,169	2,042,177	(2,148,992)	-51.3%
Contractuals & Utilities	1,137,858	1,396,034	1,957,640	1,442,277	(515,363)	-26.3%
Supplies	52,956	32,950	59,200	115,320	56,120	94.8%
Insurance	19,966,763	22,670,557	28,866,124	28,297,999	(568,125)	-2.0%
Other Operating Costs	247,074	347,409	361,930	377,220	15,290	4.2%
Transfers to Other Funds	1,677,872	75,000	75,000	75,000	-	0.0%
TOTAL HUMAN RESOURCES	**27,425,845**	**28,027,330**	**35,511,063**	**32,349,993**	**(3,161,070)**	**-8.9%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	6,432,314	4,087,127	4,956,356	2,595,897	(2,360,459)	-47.6%
Special Projects	-	26,862	-	-	-	N/A
Santa Fe Health/Dental	20,953,983	23,834,738	30,414,707	29,678,552	(736,155)	-2.4%
Unemployment Claims	39,548	78,602	140,000	75,544	(64,456)	-46.0%
TOTAL HUMAN RESOURCES	**27,425,845**	**28,027,330**	**35,511,063**	**32,349,993**	**(3,161,070)**	**-8.9%**

PROPOSED FISCAL YEAR 2026 BUDGET

INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS DEPARTMENT

ERIC CANDELARIA, INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS DIRECTOR



Mission

The Information Technology and Telecommunications (ITT) Department's mission is to harness the transformative power of Information Technology (IT) to drive organizational success. The Department is dedicated to optimizing business processes through cutting-edge applications, providing exceptional support to enhance user experience, and securing a resilient network infrastructure. The Department aligns IT projects with strategic goals, enforces rigorous information security policies, and procures efficient IT solutions. ITT ensures informed decision-making and seamless collaboration by integrating GIS data and unified communications. The ITT Department's commitment to maintaining high-performance computing devices and meticulous data management reinforces the Department's commitment to operational excellence and steadfast innovation.

Proposed FY26 Budget

The ITT Department's proposed FY26 budget increased by $264,432, or 1.8%, from the FY25 original budget. The proposed FY26 budget includes $2.7 million for data processing equipment purchases, $2.4 million for ongoing Enterprise Resource Planning (ERP) systems consulting and related project management costs, and $1.9 million in software subscriptions for multiple applications used by City departments to provide enhanced service delivery to the public.

Department Highlights

Over the past year, the ITT Department:

- Developed and implemented the Artificial Intelligence (AI) Policy and Strategic Plan;

- Implemented the Information Technology Service Management (ITSM) Service Desk Tool for improved IT support;
- Collaborated with the CAO to publish public-facing police reports on the City of Santa Fe website;
- Successfully implemented a new computer data backup system;
- Installed Wi-Fi at Fort Marcy and Salvador Perez Pool;
- Completed camera and access control installations at City Hall, the Fire Department, and the CCC; and
- Migrated all Transit radios to the state radio system.

The ITT Department's goals for FY26 are as follows:

- Deploy SharePoint for all City staff to enhance collaboration;
- Establish and enforce an IT governance framework;
- Finalize and implement a comprehensive Disaster Recovery Plan;
- Roll out a Privileged Access Management (PAM) system for improved security; and
- Upgrade City network switches and computers for better performance and reliability.

ADMINISTRATIVE SUPPORT

KAYLA CONNER, ADMINISTRATIVE MANAGER

Mission

The Administrative Support Division (ASD) plays a crucial role in the IT department, providing the necessary support and management functions that allow the IT professionals to focus on technical tasks and initiatives. The Division forms the backbone that keeps the ITT Department running efficiently and effectively. ASD's mission is to execute these responsibilities with the highest level of professionalism and efficiency, thereby reinforcing the City's confidence in the ITT Department's ability to support its technological advancement.

Description of Services

ASD provides essential support services that ensure the smooth operation of the ITT Department. ASD provides a pivotal role in the strategic acquisition of IT resources, ensuring that the City is equipped with the necessary materials, equipment, and services to maintain its technological infrastructure. The ASD provides several key services, including resource management; budgeting and financial management for the Department; vendor management; policy development and compliance; administrative support; and human resources processes.

END USER SERVICES

EDWARD DURAN, END USER SERVICES MANAGER

Mission

The End User Services Division (EUSD) is dedicated to delivering excellent IT support and services with a focus on accessibility, productivity and user satisfaction for all city staff. The EUSD is committed to ensuring that every interaction with ITT-supported services is characterized by effectiveness, efficiency, and excellence.

Description of Services

EUSD is committed to ensuring seamless IT experiences for the City's valued users. The Division's comprehensive suite of services encompasses the following key areas: the ITT Service Desk; computer and telecommunications support; mobile support; user guidance; telecommunications support; and hardware/software evaluation.

ENTERPRISE APPLICATION SERVICES

ZARIFA DUSHDUROVA, ENTERPRISE APPLICATION SERVICES MANAGER

Mission

The Enterprise Application Services Division (EASD) is committed to delivering a comprehensive array of cutting-edge business and professional solutions. The Division's mission is to drive the advancement, ongoing maintenance, and robust support of enterprise-scale business applications that are tailored to meet the evolving needs of the City of Santa Fe. EASD is dedicated to fostering innovation, operational excellence, and strategic collaboration to ensure that the City's business applications deliver exceptional value and performance.

Description of Services

EASD offers a comprehensive suite of services designed to optimize the City's business applications. Key services include ERP program management and technical support; alignment of application requirements to business needs; systems analysis and assessment of the feasibility of proposed systems; software application management and expertise; and user education and training.

ENTERPRISE RESOURCE PLANNING

LORRAINE NOBES, ITT ENTERPRISE PROJECT MANAGEMENT MANAGER

Mission

The mission of the Enterprise Resource Planning Division, also known as the Project Management Office (PMO), is to facilitate and enhance IT-related initiatives across city departments. The Division achieves this by evaluating projects in alignment with the City's strategies and priorities, ensuring that they adhere to standardized project delivery practices. The PMO's goal is to maximize project success, increase efficiency, and deliver impactful outcomes that support the City's overall mission.

Description of Services

The PMO is dedicated to elevating the efficacy of project management across the organization. Division services are meticulously designed to align with the City's strategic vision, ensuring a harmonious integration of IT initiatives. Services provided include strategic resource allocation, data transparency, risk management, project budgetary compliance, and consistent project delivery methodologies.

INFRASTRUCTURE SERVICES

LARRY WORSTELL, INFRASTRUCTURE SERVICES MANAGER

Mission

The Infrastructure Services Division (ISD) is committed to delivering exceptional technology infrastructure, network services, and solutions for the City of Santa Fe. ISD's mission includes designing, building, operating, and enhancing robust technology systems. The Division empowers staff to provide outstanding digital experiences to constituents while ensuring effective data management and security. This work contributes to the efficient functioning of the City Santa Fe's digital ecosystem.

Description of Services

ISD plays a pivotal role in ensuring seamless technology operations for the City of Santa Fe. The Division's comprehensive services encompass the following key areas: network infrastructure management, component support, system evaluation and implementation, and public safety radio system support.

PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE

INFORMATION TECHNOLOGY & TELECOMMUNICATIONS - EXPENDITURES SUMMARY

PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
ITT Administration	1,648,861	5,208,743	1,438,262	2,466,666	1,028,404	71.5%
End User Services	789,607	870,468	877,817	995,253	117,436	13.4%
Enterprise Application Services	2,127,223	2,254,979	3,294,093	2,752,479	(541,614)	-16.4%
Enterprise Project Management	2,170,656	5,413,378	1,598,326	1,688,210	89,884	5.6%
Infrastructure Services	4,694,466	4,866,317	7,546,627	7,116,949	(429,678)	-5.7%
TOTAL INFO. TECH. & TELECOMM.	**11,430,812**	**18,613,884**	**14,755,125**	**15,019,557**	**264,432**	**1.8%**

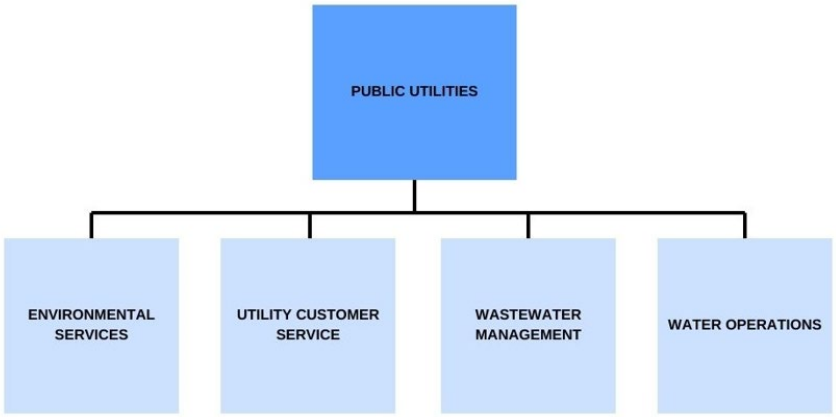
SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	3,140,322	5,438,875	5,077,327	5,754,695	677,368	13.3%
Contractuals & Utilities	1,879,490	4,026,467	2,515,802	2,395,326	(120,476)	-4.8%
Repairs & Maintenance	137,916	97,865	730,807	171,000	(559,807)	-76.6%
Supplies	1,069,599	1,246,244	2,640,688	1,943,221	(697,467)	-26.4%
Insurance	58,280	97,986	199,165	154,947	(44,218)	-22.2%
Other Operating Costs	2,973,931	3,061,424	2,846,209	2,744,100	(102,109)	-3.6%
Capital Purchases	-	427,312	622,715	498,715	(124,000)	-19.9%
Debt Service	13,251	967,711	-	-	-	N/A
Transfers to Other Funds	2,158,022	3,250,000	122,412	1,357,553	1,235,141	1009.0%
TOTAL INFO. TECH. & TELECOMM.	**11,430,812**	**18,613,884**	**14,755,125**	**15,019,557**	**264,432**	**1.8%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Special Projects	-	3,107,645	-	-	-	N/A
1/2% GRT Income Fund	2,204,755	3,652,744	560,000	1,598,753	1,038,753	185.5%
Services to Other Depts	9,226,057	11,853,495	14,195,125	13,420,804	(774,321)	-5.5%
TOTAL INFO. TECH. & TELECOMM.	**11,430,812**	**18,613,884**	**14,755,125**	**15,019,557**	**264,432**	**1.8%**

PROPOSED FISCAL YEAR 2026 BUDGET

PUBLIC UTILITIES DEPARTMENT

JESSE ROACH, INTERIM PUBLIC UTILITIES DIRECTOR



Mission

The mission of the Public Utilities Department is to efficiently manage water, wastewater, solid waste, and customer service/billing functions, consistent with federal and state regulations and City policies. The Department provides consistent and reliable service to its customers in order to meet their needs and provide for their quality of life.

Description of Services

The Department is made up of the following: Environmental Services (ESD), Utility Customer Service (UCS), Wastewater Management, and Water Operations.

Proposed FY26 Budget

The Public Utilities Department's proposed FY26 budget increased by $14.5 million, or 16.9%, from the FY25 original budget. The proposed FY26 budget includes $7.2 million in the Water Division for the City's share of the Buckman Direct Diversion (BDD) budget; $3.2 million to support repairs and maintenance to Wastewater systems and equipment; $3 million for vehicles in ESD, including four solid waste collection vehicles; $2.5 million for program manager support related to Phases 2 and 3 of the UCS billing system upgrade; $1.7 million in UCS to build and implement a customer portal for utility payments; $1 million for consulting services to assist daily financial accounting and the year end audit; $500,000 in ESD to support the Clean Energy Program; and $486,902 for chemicals related to water treatment.

Department Highlights

Over the past year, the Public Utilities Department:

- Created an online service line inventory in compliance with Lead and Copper Rule Revision requirements;
- Achieved substantial completion of outlet conduit upgrades at Nichols Dam on schedule and on budget;
- Developed the Backflow Prevention Ordinance, which is on schedule to be passed before the end of the current fiscal year;
- Achieved near-completion of the design for the ESD Administrative and Maintenance Facility;
- Completed an RFP for regulatory management of the City's closed Landfills, while maintaining a good standing with landfill regulators;
- Installed permanent lighting for the City's entryway sign;
- Administered the Storm Damage Tree Branch Collection program, successfully servicing over 130 residential customers by collecting broken tree branches affected by snowstorm damage;
- Increased usage of the 'Eye on Water' app from 11% in June 2019 to 21% in January 2025, helping customers monitor water usage;
- Corrected areas where sewer lines located near drainages or arroyos were threatened due to erosion;
- Implemented plant process diagrams and additional process equipment controls to the Supervisory Control and Data Acquisition (SCADA) system that runs the Wastewater Plant;
- Completed the Wastewater Management Division's Facilities Master Plan; and
- Provided updated mapping system corrections for continual incorporation into the GIS sewer mapping system.

The Public Utilities Department's goals for FY26 are as follows:

- Create, update and finalize Public Utilities Department policies;
- Bring Buckman Direct Diversion's thickeners and centrifuges into full operation;
- Complete several key projects including trenchless rehabilitation, system wide flushing, and testing of 1,000 large valves, with an expected 4 Pressure Reducing Valve replacements;
- Complete Fire Mitigation strategies for critical water infrastructure;
- Issue an RFP for the construction of the Administrative and Maintenance Facility for ESD;
- Complete Stage 1 Abatement at the Frank Ortiz closed landfill;
- Continue Keep Santa Fe Beautiful (KSFB) litter cleanup activities to ensure continual improvement in the Litter Index Survey;
- Increase Eye on Water app user participation to 25%;
- Work with the Department's water meter consultant to reduce the amount of manually read water meters each month; and
- Integrate a data management system and SCADA controls for the Wastewater Treatment Plant.

ENVIRONMENTAL SERVICES

DEBORA TRUJILLO, ENVIRONMENTAL SERVICES DIVISION DIRECTOR

Mission

The Environmental Services Division (ESD) is committed to the protection of the City's environment and community.

Description of Services

The ESD is the sole-source provider of municipal solid waste collection services from residential and commercial customers in the City of Santa Fe. The Division collects trash and recycling from approximately 34,000 single-family homes and about 2,500 businesses, institutions, and multi-family complexes.

UTILITY CUSTOMER SERVICE DIVISION

NANCY JIMENEZ, UTILITY BILLING DIVISION DIRECTOR

Mission

The Mission of the Utility Customer Service Division is to provide excellent customer service for Santa Fe residents by ensuring accurate billing services and timely collection of all past due accounts. The Division provides a one-stop shop for all utility customer needs that includes water services, environmental services, and wastewater services.

Description of Services

The UCS Division provides prompt and courteous customer service, accurate water meter readings, timely billing for water, refuse, sewer and storm-water services, and proactive collection services for delinquent accounts.

WASTEWATER MANAGEMENT

MICHAEL DOZIER, WASTEWATER DIVISION DIRECTOR

Mission

The primary mission and objective of the Wastewater Management Division is to ensure that all sanitary sewage produced within the city's service area is collected, conveyed, and treated in compliance with local, state, and federal regulations and guidelines, and to protect the public's environment, health/safety, and welfare.

Description of Services

The Wastewater Management Division's services include maintenance and repair of the City's wastewater collection system, wastewater treatment plant, solids management system, and wastewater re-use facilities. The Division treats sewage produced in the City of Santa Fe's service area in order to protect the public's environment, health, safety, and welfare. Wastewater Management also produces compost and re-use irrigation water to assist public and private industries in mitigating waste for a better tomorrow.

WATER OPERATIONS DIVISION

JOHNATHAN MONTOYA, INTERIM WATER DIVISION DIRECTOR

Mission

The Water Operations Division's mission is to provide a safe, reliable, and resilient water supply to meet Santa Fe's needs.

Description of Services

The Water Operations Division delivers safe drinking water to customer meters from two surface water treatment plants and two well fields. The Source of Supply Section manages the Canyon Road Water Treatment Plant and the two well fields, while the BDD Section manages the BDD Water Treatment Plant, which is jointly owned with Santa Fe County. The Transmission and Distribution Section manages the distribution network to deliver water to Santa Fe homes and businesses. The Engineering Section manages capital spending to ensure that the water system is built according to Water Division standards. The Water Resources and Conservation Section works to ensure that Santa Fe will continue to have reliable and resilient water supplies for the foreseeable future.

PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
PUBLIC UTILITIES DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Public Utilities Administration	3,164,904	3,439,284	2,532,715	4,093,704	1,560,989	61.6%
Environmental Services	13,650,749	16,396,144	21,322,983	24,771,157	3,448,174	16.2%
Utility Customer Service	4,717,819	5,209,828	7,822,810	9,386,993	1,564,183	20.0%
Wastewater Management	12,658,983	15,020,899	18,998,947	22,709,242	3,710,295	19.5%
Water Operations	31,152,010	34,734,757	35,476,440	39,730,768	4,254,328	12.0%
TOTAL PUBLIC UTILITIES	**65,344,464**	**74,800,912**	**86,153,895**	**100,691,864**	**14,537,969**	**16.9%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	11,691,098	18,419,827	22,853,414	25,224,532	2,371,118	10.4%
Contractuals & Utilities	12,226,176	11,803,762	17,837,607	21,543,173	3,705,566	20.8%
Repairs & Maintenance	2,522,266	3,275,335	4,673,812	5,502,600	828,788	17.7%
Supplies	2,788,594	2,494,884	3,344,946	4,476,977	1,132,031	33.8%
Insurance	786,578	1,915,740	1,321,677	1,387,124	65,447	5.0%
Other Operating Costs	24,342,594	26,688,716	17,468,046	19,075,526	1,607,480	9.2%
Capital Purchases	7,386	(16,076)	2,885,000	4,996,700	2,111,700	73.2%
Debt Service	2,479,863	2,541,386	5,557,329	5,584,253	26,924	0.5%
Transfers to Other Funds	8,499,910	7,677,338	10,212,064	12,900,979	2,688,915	26.3%
TOTAL PUBLIC UTILITIES	**65,344,464**	**74,800,912**	**86,153,895**	**100,691,864**	**14,537,969**	**16.9%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Resource Conservation	1,052,408	957,664	1,528,544	1,551,263	22,719	1.5%
Community Development	32,260	21,411	12,000	-	(12,000)	-100.0%
Waste Water Management	12,658,983	15,020,899	18,998,947	22,709,242	3,710,295	19.5%
Water Management	31,152,010	34,734,757	35,476,440	39,730,768	4,254,328	12.0%
Environmental Services	13,498,888	16,369,733	20,810,983	24,271,157	3,460,174	16.6%
Utilities Administration	6,949,915	7,696,448	9,326,981	12,429,434	3,102,453	33.3%
TOTAL PUBLIC UTILITIES	**65,344,464**	**74,800,912**	**86,153,895**	**100,691,864**	**14,537,969**	**16.9%**

PROPOSED FISCAL YEAR 2026 BUDGET

AIRPORT DEPARTMENT

JAMES HARRIS, AIRPORT MANAGER

Mission

The Santa Fe Regional Airport is dedicated to connecting people and communities while honoring the unique cultural heritage and natural beauty of Northern New Mexico. The Airport provides safe, efficient, and sustainable travel options that enhance the visitor experience and support local businesses. The Airport's commitment to environmental responsibility creates a welcoming gateway for residents and visitors alike.

Description of Services

The Airport Division operates and maintains the Santa Fe Regional Airport, which includes managing leases; building and infrastructure maintenance; collaborating with airlines and Fixed Base Operators (FBOs) to ensure high-quality services to the community; compliance with Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) regulations; and pursuing and managing grant funding.

Proposed FY26 Budget

The Airport Department's proposed FY26 budget increased by $723,555, or 15.5%, from the FY25 original budget. The proposed FY26 budget includes $23,700 in grant funding for the Flight Information Display System (FIDS), airport operations tracking systems, and cloud-based airport software systems. The budget also includes $2,000 in advertising.

Department Highlights

Over the past year, the Airport Department:

- Completed Phase I of the Passenger Terminal expansion project;
- Achieved self-sufficiency status for the Airport by increasing revenues and creating new revenue streams;
- Installed fiber connectivity to the Airport's Fire Station which allows for stable, uninterrupted communication;
- Upgraded the airport security system, including installation of over 100 cameras, new airport badge design, and additional access control devices; and
- Improved training programs to ensure safety and compliance, reinforcing the Airport's commitment to the protection of passengers, staff, and the surrounding community.

PROPOSED FISCAL YEAR 2026 BUDGET

For FY26, the Airport Department will pursue the following goals:

- Complete the design phase for the airport access road project;
- Accomplish 75% of Phases 2 and 3 for the Airport Terminal design project;
- Finish the Commercial Aircraft Ramp Reconstruction project, the North Aircraft Ramp reconstruction project and the Taxiway F reconstruction project;
- Complete the parking lot expansion project;
- Update the Airport Master Plan; and
- Complete repairs on Runways 15-33 and 10-28.

CITY OF SANTA FE
AIRPORT DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

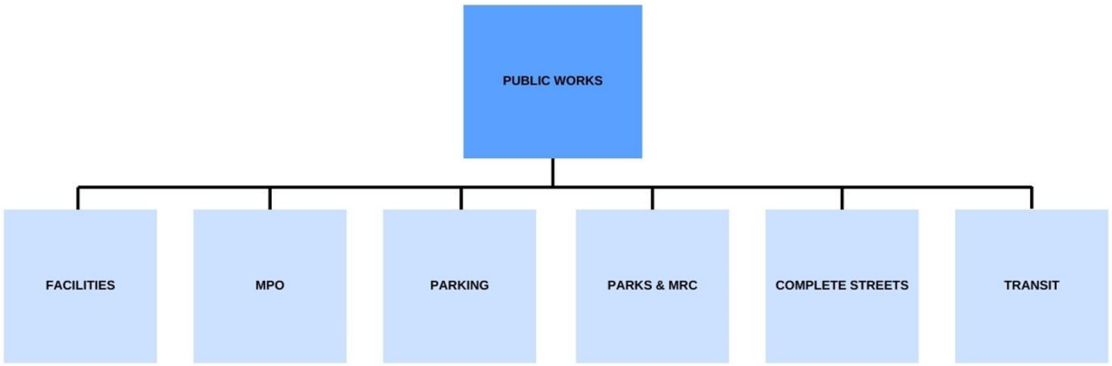
SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	699,042	2,614,327	2,657,974	3,772,121	1,114,147	41.9%
Contractuals & Utilities	509,983	1,064,107	180,000	153,700	(26,300)	-14.6%
Repairs & Maintenance	88,148	215,757	181,500	206,000	24,500	13.5%
Supplies	121,924	272,939	598,250	326,000	(272,250)	-45.5%
Insurance	44,830	83,447	139,942	153,021	13,079	9.3%
Other Operating Costs	1,625,230	2,013,693	715,042	701,055	(13,987)	-2.0%
Capital Purchases	23,595	80,069	165,000	70,000	(95,000)	-57.6%
Transfers to Other Funds	10,602	-	20,634	-	(20,634)	-100.0%
TOTAL AIRPORT	**3,123,353**	**6,344,339**	**4,658,342**	**5,381,897**	**723,555**	**15.5%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Airport Fund	3,123,353	6,344,339	4,658,342	5,381,897	723,555	15.5%
TOTAL AIRPORT	**3,123,353**	**6,344,339**	**4,658,342**	**5,381,897**	**723,555**	**15.5%**

PROPOSED FISCAL YEAR 2026 BUDGET

PUBLIC WORKS DEPARTMENT

REGINA WHEELER, PUBLIC WORKS DEPARTMENT DIRECTOR



Mission

The Public Works Department strives to provide high quality, state-of-the-art civic infrastructure for a sustainable, safe, and vital city.

Description of Services

The Public Works Department plans, designs, builds, maintains, and operates the City's civic infrastructure, including parks, facilities, parking, transit, roadways, trails and storm water infrastructure. Through thoughtful stewardship of this infrastructure, the City realizes many of its resiliency, economic development, and family-friendly goals.

The Public Works Department plans and manages the City's capital improvement projects for parks, buildings, roads, trails, sidewalks, parking facilities, airport, transit, and storm water. The Department is also responsible for constructing, operating, and maintaining the infrastructure and partnerships for the Railyard and facilities, grounds, and infrastructure at the Midtown campus.

The Public Works Department consists of the following Divisions: Facilities, Parks and Open Space, Metropolitan Planning Organization (MPO), Municipal Recreation Complex (MRC), Complete Streets and Transit.

Proposed FY26 Budget

The Public Works Department's proposed FY26 budget increased by $7.1 million, or 11%, from the FY25 original budget. The Department's FY26 proposed General Fund budget increased by $5.4 million, or 22.3%, from the FY25 original budget. The proposed FY26 budget includes $2.8 million for a new professional operations contract at the MRC's Marty Sanchez Links de Santa Fe (MSL) golf course; $1.04 million for vegetation management in parks, open space, and

arroyos; $928,660 in the Complete Streets Division for intersection/roadway markings, streetlight maintenance, traffic signal maintenance and upgrades, and traffic calming improvements; $713,000 for security services at Midtown and the Railyard; $442,225 for homeless encampment cleanups; and $219,000 for Transit dispatch software.

Department Highlights

Over the past year, the Public Works Department:

- Executed 60 legislative grant agreements for $49 million;
- Purchased Work Order and Asset Management System in partnership with the Public Utilities Department;
- Repaired sidewalk along the Water Street lot to meet ADA requirements and improved two ADA parking spaces at the Roundhouse in collaboration with the State;
- Established a comprehensive transportation system for Consuelo's Shelter as well as the "Code Blue" protocol;
- Implemented new Transit software with bus location tracking;
- Completed the Federal Transit Administration Financial Management Oversight and Triennial Workshop and addressed deficiencies;
- Completed the Camino Entrada Roundabout, El Camino Real Academy Trail, and Canada Rincon Trail;
- Completed three Pothole Paloozas with a total of over 7,300 potholes patched;
- Completed over $3.4 million in pavement rehabilitation projects with complete street striping to slow traffic where feasible;
- Upgraded 30 traffic signals with new controllers and communication technology and eight signals with new signal detection radar, and retrofitted 11 traffic signals with flashing yellow arrows, improving intersection safety;
- Renewed over 40 crosswalk markings, 150 speedhump markings, and 100 arrows and stop bars; replaced over 200 street name signs on traffic signal mast arms, including over 40 illuminated street name signs; and replaced over 2,500 roadway signs that were faded or damaged;
- Completed the $15 million Solarization and Energy Efficiency project;

- Provided daily operational and logistic support to two $75+ million film productions at Midtown;
- Successfully managed a 300 special event season, highlighted by the historic 100th Zozobra Celebration, which served 81,100 attendees;
- Successfully transitioned MSL to a professional operator, resulting in an 85% reduction in complaints and achieving a 76% rating of reviews of at least four stars;
- Launched a TreeSmart Santa Fe $1 million initiative, leveraging a United States Forest Service (USFS) grant to plant 500 trees and maintain the urban canopy over the next three years;
- Removed 21,000 pounds of waste while cleaning 63 river and arroyo reaches with 1,500 volunteer hours; and
- Completed the Midtown Stormwater Management Plan, incorporating innovative green stormwater infrastructure techniques to effectively manage, capture, and infiltrate post-construction 100-year storm flows across the entire site, while creating and enhancing vibrant, multi-functional trails, parks, and plaza.

For FY26, the Public Works Department will pursue the following goals:

- Initiate field use and incorporate data into the asset management and work order tracking system for public works infrastructure;
- Reconvene the Capital Improvement Advisory Committee and complete the update of the Impact Fee Capital Improvement Plan;
- Launch website for the ADA Self Assessment and Transition Plan and complete facility inspections;
- Complete the Sandoval Garage renovation project;
- Complete pavement rehabilitation on Water Street parking lot to meet ADA requirements;
- Implement several critical Transit improvements to enhance customer experience and safety, including executing micro transit concepts, getting new fare boxes for the fixed route and paratransit fleet, and obtaining new camera systems for buses;
- Increase the rate of paving rehabilitation and complete the Airport Road and other projects using the $25 million General Obligation Bond;

- Complete the Public Infrastructure Development Guidelines Manual in concert with the Land Use Chapter 14 Code Update;

- Implement drainage solutions for Calle Nopal at Alameda and other areas to protect the roadways and adjacent properties;

- Complete the St Michael's Intersection Pedestrian and Bicycle Safety Improvements Project;

- Complete several critical projects including the Guadalupe Street and Bridge Reconstruction project, the Agua Fria-South Meadows Intersection Improvements project, the construction of Tierra Contenta Trail, and full depth reclamation of Buckman Road for bicycle and vehicular safety;

- Complete the planning phase of the new City Services Center project to provide accessible, safe and inviting one-stop-shop to community member;

- Complete the SouthWest Activity Node (SWAN) Park Phase 2 amenities, including trailheads, a water play element, community gardens, multi-sports fields, and a dog park;

- Begin the Fort Marcy Redesign Project, focusing on Zozobra, Wine and Chile events, and improvements to the concession building, bathrooms, egress/ingress, emergency access, and accessibility at the ball field;

- Complete the replacement of the artificial turf at Salvador Perez Multi-Sport Field and construct a new artificial turf ball field at Ragle Park; and

- Implement a proactive Park Ranger beautification program, leveraging the $95,000 New Mexico Department of Transportation (NMDOT) Que Linda Grant to support litter pickup and launch community education initiatives that foster a cleaner city.

FACILITIES DIVISION

SAM BURNETT, FACILITIES DIVISION DIRECTOR

Mission

The Facilities Division provides accessible, sustainable, compliant and comfortable facilities for public use and City operations. The Division performs planning, design, construction of facilities, and operates of the Midtown and Railyard properties.

Description of Services

The Facilities Division provides comprehensive facility and property planning, design, construction, management, and maintenance. The Division is comprised of the CIP Management Section; the Mechanical, Electrical, and Plumbing (MEP) Maintenance Section; the Custodial Section; the General Construction Section; and the Property Management Section. The Division manages over 100 City facilities and more than100 acres of city property, including City Hall; recreation centers; libraries, police and fire stations, the Santa Fe Railyard, and the Midtown Campus property. The Facilities Division also assists in planning, securing funding, managing projects, and reporting on capital projects for the City.

METROPOLITAN PLANNING ORGANIZATION

ERICK AUNE, MPO OFFICER

Mission and Description of Services

The Santa Fe Metropolitan Planning Organization (MPO) comprises member governments including the City of Santa Fe, Santa Fe County, and Tesuque Pueblo. MPO works collaboratively with other City and County transportation-related departments. The MPO has regular monthly public meetings as forums for transportation issues and recommends actions through a Technical Coordinating Committee to the MPO Transportation Policy Board. The MPO also submits a four-year Transportation Improvement Plan (TIP) and quarterly amendments to the State Department of Transportation. The TIP includes federally-funded and/or regionally significant transportation projects and programs with identified funding.

PARKS AND OPEN SPACE DIVISION

MELISSA MCDONALD, PARKS AND OPEN SPACE DIVISION DIRECTOR

Mission

The Parks and Open Space Division provides safe and inspiring parks, open spaces, and recreational experiences that enhance the quality of life in Santa Fe.

Description of Services

The Parks and Open Space Division oversees the care and development of 77 parks; 30 open spaces; 171 miles of trails; the historic Plaza; the 1,200-acre MRC and 27-hole MSL golf course; 120 miles of road medians; and the Santa Fe River and greenway parks. The Division also manages compliance with the City's National Pollutant Discharge Elimination System (NPDES) permits.

PARKING

STEVE KASPAN, PARKING DIVISION DIRECTOR

Mission

The Parking Division is committed to providing an efficient and adequate supply of parking spaces throughout the City to serve the needs of our community and visitors, while simultaneously ensuring the success of the municipal parking system by employing state-of-the-art technologies and parking solutions.

Description of Services

The Parking Division oversees Parking facility operations and maintenance; enforcement of the Uniform Traffic Ordinance (UTO); parking revenue generation, accounting and re-investment to improve the parking experience through modernization; administration of parking operations on a daily basis, 365 days a year; and contracts management, public relations and conflict resolution.

COMPLETE STREETS

JENNIFER MORROW, COMPLETE STREETS DIVISION DIRECTOR

Mission

The mission of the Complete Streets Division is to develop multi-modal transportation infrastructure to support resilience, mobility, and safety. The Division ensures safe mobility for the citizens of Santa Fe through the maintenance and rehabilitation of public streets, sidewalks and trails.

Description of Services

The Complete Streets Division oversees engineering plan review, construction inspection and Customer Relationship Management (CRM) response; traffic engineering and operations, including installation, repairs and maintenance of the City's signals, streetlights, and signs; maintenance of the streets, sidewalks and trails of the City, including snow removal, concrete construction, grading, sweeping, pavement maintenance, and engineering/inspection; capital projects planning and management for roadways and trails; and ADA-compliant infrastructure planning, design, and construction.

TRANSIT

VACANT, DIRECTOR OF OPERATIONS AND MAINTENANCE

Mission

The Transit Division's mission is to provide transit service in Santa Fe to transport area residents and visitors to their destinations, using low carbon, multi-modal transportation options.

Description of Services

The Division oversees and manages the day-to-day operations of three distinct transit programs including the Santa Fe Trails fixed-route bus system, the Santa Fe Pick-Up system (a fare-free circulator service to Downtown, Canyon Road, and Museum Hill), and the Santa Fe Ride Complimentary ADA Paratransit system (which serves the elderly and disabled population with curb-to-curb service). The Transit Division also provides special bus service for the Folk Art Market, Zozobra and the Canyon Road Farolito Walk.

PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
PUBLIC WORKS DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Public Works Administration	884,396	1,200,030	1,023,710	1,425,488	401,778	39.2%
Facilities Maintenance	12,024,051	12,260,213	13,269,196	15,254,797	1,985,601	15.0%
Metropolitan Planning Organization	423,873	434,664	543,228	550,173	6,945	1.3%
Municipal Recreation Complex	1,916,446	5,051,856	4,987,328	7,843,879	2,856,551	57.3%
Parking Division	4,949,343	5,541,877	5,614,714	5,996,713	381,999	6.8%
Parks Division	10,296,945	13,918,361	14,970,467	15,613,553	643,086	4.3%
Complete Streets Division	12,433,004	18,806,207	11,464,535	11,896,032	431,497	3.8%
Transit	7,159,092	9,568,274	12,163,426	12,529,528	366,102	3.0%
TOTAL PUBLIC WORKS	**50,087,150**	**66,781,482**	**64,036,604**	**71,110,163**	**7,073,559**	**11.0%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	16,884,071	21,808,242	26,404,200	27,510,356	1,106,156	4.2%
Contractuals & Utilities	10,626,072	12,433,174	13,926,735	15,630,403	1,703,668	12.2%
Repairs & Maintenance	3,752,545	2,581,244	3,090,178	3,480,555	390,377	12.6%
Supplies	2,501,609	2,227,847	2,580,252	2,346,667	(233,585)	-9.1%
Insurance	1,022,145	2,315,341	2,021,615	2,166,614	144,999	7.2%
Other Operating Costs	8,345,983	9,130,926	5,745,144	5,629,004	(116,140)	-2.0%
Capital Purchases	965,019	5,091,534	4,307,464	4,136,032	(171,432)	-4.0%
Debt Service	1,130,383	1,162,381	3,721,981	4,479,000	757,019	20.3%
Transfers to Other Funds	4,859,323	10,030,792	2,239,035	5,731,532	3,492,497	156.0%
TOTAL PUBLIC WORKS	**50,087,150**	**66,781,482**	**64,036,604**	**71,110,163**	**7,073,559**	**11.0%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	20,562,355	28,985,909	24,207,503	29,596,796	5,389,293	22.3%
Resource Conservation	164,613	168,117	181,508	185,517	4,009	2.2%
City Drainage Fund	705,482	1,089,736	3,640,904	3,316,540	(324,364)	-8.9%
Impact Fees Fund	1,335,558	2,106,152	-	-	-	N/A
Transportation Grants	512,570	501,535	686,240	679,552	(6,688)	-1.0%
Community Development	(0)	1,117,260	-	-	-	N/A
Plaza Use Fund	51,166	43,914	133,300	35,500	(97,800)	-73.4%
Public Facilities Fund	123,267	145,696	-	-	-	N/A
Quality of Life	106,948	95,696	150,000	251,650	101,650	67.8%
Streets & Roadways	3,236,006	2,730,650	2,760,064	1,762,470	(997,594)	-36.1%
1/2% GRT Income Fund	2,886,672	4,798,712	3,017,160	4,403,702	1,386,542	46.0%
Railyard Properties	1,264,412	1,397,210	2,019,217	2,787,346	768,129	38.0%
Midtown Campus	5,201,918	4,784,087	4,618,252	4,773,939	155,687	3.4%
Municipal Recreation Complex	1,916,446	3,773,528	4,987,328	4,920,289	(67,039)	-1.3%
Parking	4,949,343	5,541,877	5,614,714	5,996,713	381,999	6.8%
Transit Bus System	7,070,396	9,501,404	12,020,414	12,400,149	379,735	3.2%
TOTAL PUBLIC WORKS	**50,087,150**	**66,781,482**	**64,036,604**	**71,110,163**	**7,073,559**	**11.0%**

VI. GLOSSARY OF TERMS AND ABBREVIATIONS

ACCOUNT - An entity for recording specific revenues or expenditures, or for grouping related or similar classes of revenues and expenditures and recording them within a fund or department

ACCOUNTING SYSTEM - The total set of records and procedures that are used to record, classify, and report information on the financial status and operations of the entity (See also Accrual Basis of Accounting, Modified Accrual Basis of Accounting, and Cash Basis of Accounting)

ACCRUAL BASIS OF ACCOUNTING - The method of accounting under which revenues are recorded when they are earned (whether or not cash is received at the time) and expenditures are recorded when goods and services are received (whether cash disbursements are made at the time or not)

ACTIVITY - Departmental efforts that contribute to the achievement of a specific set of program objectives; the smallest unit of the program budget

AD VALOREM TAXES - Commonly referred to as property taxes levied on both real and personal property according to the property's valuation and the tax rate

ADOPTED BUDGET - A financial plan for the fiscal year beginning July 1

ALLOT - To divide an appropriation into amounts that may be encumbered or expended during an allotment period

ANNUALIZE - To calculate the value of a resource or activity for a full year

APPROPRIATION - An authorization made by the City Council that permits the City to incur obligations and to make expenditures of resources

ARBITRAGE - The practice of taking advantage of a price difference between two or more markets

ASSESSED VALUATION - A value established on real and personal property for use as a basis for levying property taxes (Note: In New Mexico, property values are established by the County)

ASSESSMENT RATIO - The ratio at which the tax rate is applied to the tax base

ASSET - Property owned by a government or other entity that has a monetary value

ATTRITION RATE - Staffing vacancy rate in a department above the normal turnover rate as the result of retirements

AUTHORIZED POSITIONS - Employees positions that are authorized in the adopted budget to be filled during the year

AVAILABLE (UNDESIGNATED) FUND BALANCE - Funds remaining from the prior year that are available for appropriation and expenditure in the current year

BALANCED BUDGET - A budget where expenditures are equal to revenues

BEGINNING FUND BALANCE - The balance available in a fund from the end of a prior year for use in the following year

BOND - A written promise to pay a sum of money on a specific date at a specified interest rate (Note: Interest payments and the repayment of the principal are detailed in a bond ordinance)

BOND REFINANCING - The payoff and re-issuance of bonds, usually to obtain better interest rates and/or bond conditions

BUDGET - A financial plan embodying an estimate of proposed expenditures and the proposed means of financing them, usually for a single fiscal year or period

BUDGET ADJUSTMENT - A procedure to revise a budget appropriation either by the City Council approval through the adoption of a budget resolution or by a City Administrator authorization to adjust appropriations within a departmental division budget

BUDGET ADJUSTMENT REQUEST - A critical step in the formal approval process required before a revision can be made to the budget appropriation (Note: Budget adjustments of $5,000 and under shall be approved by the Finance Director, above $5,000 but no more than $50,000 shall be approved by the City Manager, and above $50,000 shall be approved by the City Council)

BUDGET CALENDAR - The schedule of key dates an entity follows in the preparation and adoption of the budget

BUDGET DOCUMENT - The official writing statement prepared by the Budget Office and supporting staff

BUDGET MESSAGE - The opening section of the budget that provides readers with a general summary of the most important aspects of the budget, including changes from the current and previous fiscal years and recommendations made by the City Manager

BUDGET ORDINANCE - The legal means to amend the adopted budget through recognizing revenue increases or decreases; transferring funds; decreasing funding of a fund or department; or providing supplemental funding to a fund or department or for the establishment of a new capital project (Note: The City Council adopts or rejects all budget ordinances)

BUDGETARY BASIS - Refers to the accounting method used to estimate financing sources and uses in the budget

BUDGETARY CONTROL - The management of a government in accordance with the approved budget for the purpose of keeping expenditures within the limitations of available appropriations and resources

BUSINESS UNIT - A cost accounting unit covering a City department, capital project, or fund

CALENDAR YEAR - The twelve-month period beginning January 1 and ending December 31

CAPITAL ASSETS - Assets of significant value and having a useful life of several years (also known as Fixed Assets.)

CAPITAL BUDGET - A capital project financial expenditure plan

CAPITAL IMPROVEMENT - Any significant physical acquisition, construction, replacement, or improvement to a City service delivery system that has a cost of $5,000 or more and a minimum useful life of two years

CAPITAL IMPROVEMENT PLAN (CIP) - The process of planning, monitoring, programming, and budgeting over a multi-year period the allocation of capital monies

CAPITAL OUTLAY - One of the expenditures account categories used for the purchase of any item with a cost of $5,000 or more and a minimum useful of two years

CAPITAL PROJECT - A cost accounting method identifying a specific project included in the CIP

CARRY FORWARD - Appropriated funds from the previous or current fiscal year that are appropriated in the next fiscal year

CASH BASIS OF ACCOUNTING - A method of accounting in which transactions are recognized only when cash is increased or decreased

CHARGES FOR SERVICES - Revenues received for services rendered

CHART OF ACCOUNTS - The classification system used by an entity to organize the accounting of various funds, programs, departments, divisions, sources, activities, and items

CITY CHARTER - Legal authority approved by the voters of the City of Santa Fe under the State of New Mexico Constitution establishing the government organization

COLLECTIVE BARGAINING AGREEMENT - A legal contract between the employer and a recognized bargaining unit for specific terms and conditions of employment

COMMODITIES - Expendable items that are consumable or have a short life span such as office supplies, fuel, minor equipment, and asphalt

CONSTANT OR REAL DOLLARS - The presentation of dollar amounts adjusted for inflation to reflect the real purchasing power of money compared to a certain point of time in the past

CONSUMER PRICE INDEX - A statistical description of price levels provided by the U.S. Department of Labor used as a measure of the increase in the cost of living (economic inflation)

CURRENT BUDGET - The original budget as approved by the City Council, along with any carryover encumbrances from the prior fiscal year and any transfers or amendments since July 1

DEBT SERVICE - The amount of revenue that must be provided for payment to insure the extinguishment of principal, interest and fees on City bonds

DEDICATED TAX - A tax levied to support a specific government program or purpose

DEFEASANCE - A provision that voids a bond or loan when the borrower sets aside cash or bonds sufficient enough to service the borrower’s debt

DEFEASE - To void, nullify, or offset a liability or debt

DEFICIT - The excess of an entity’s liabilities over assets, or the excess of expenses over revenues during an accounting period

DEPARTMENT - A major administrative division of the City that indicates overall management responsible for an operation or group of related operations

DEPRECIATION - Expiration in the service life of fixed assets attributable to wear and tear through use and lapse of time, obsolescence, inadequacy or other physical or functional cause

DISBURSEMENT - The expenditure of monies from an account

DIVISION - A sub-unit of a department which encompasses a substantial portion of the duties or activities assigned to a department

EFFECTIVENESS - Sometimes referred to as quality indicators, effectiveness measures the degree to which services are responsive to the needs and desires of customers, how well a job is performed, or how well the intent is being fulfilled

EFFICIENCY - Sometimes referred to as productivity, efficiency measures the unit cost over time, money, or labor required to produce a service

EMPLOYEE (FRINGE) BENEFITS - Contributions made by an employer to meet commitments or obligations for items such as social security, medical coverage, retirement, and other insurance plans

ENCUMBER - To set aside or commit funds for a future expenditure

ENCUMBRANCE - The legal commitment of appropriated funds to purchase an item or service

ENTERPRISE FUND - A fund established to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that the costs of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges

ESTIMATED REVENUE - The amount of projected revenue to be collected during an accounting period

EXPENDITURE/EXPENSE - The outflow of funds paid for materials received or services rendered

FAIR MARKET VALUE - The value of an asset in the open market, often used to determine the assessed valuation of real property for tax purposes

FINES AND FORFEITURES - The loss of a right, money, or especially property because of one's criminal act, default, or failure or neglect to perform a duty

FISCAL YEAR - A twelve-month period to which the annual operating budget applies and at the end of which a government determines its financial position and the results of its operations (Note: The fiscal year for the City and State of New Mexico begins July 1 and ends June 30; the federal government's fiscal year begins October 1 and ends September 30)

FIXED ASSETS - Assets of long-term nature that are intended to continue to be held or used, such as land, buildings, furniture, equipment, machinery, and vehicles (also known as Capital Assets)

FULL-TIME EQUIVALENT - One full-time position funded for a full year or the sum of two or more part-time positions that equal the hours of a full-time position

FUNCTION - A group of related activities aimed at accomplishing a major service or regulatory program for which a government is responsible (e.g., public safety)

FUND - A fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources as well as related liabilities and residual equities or balances

FUND BALANCE- The excess of amounts carried over from a prior accounting period plus the difference between revenues received and expenses incurred in the current period

FUNDED POSITIONS - A term referring to the number of authorized positions for which funding is included in a fiscal year budget

GANG RESISTANCE EDUCATION AND TRAINING - A prevention program built around school-based, law enforcement officer-instructed classroom curricula intended as an immunization against delinquency, youth violence, and gang membership

GENERAL FUND - The largest fund within the City, it accounts for most of the financial resources and day-to- day operations of the government not specifically accounted for in other funds

GENERAL OBLIGATION BONDS - Long-term debt instruments issued by State and local governments to raise funds for capital improvements

GENERALLY ACCEPTED ACCOUNTING PRINCIPLES - A collection of commonly-followed accounting rules and standards for financial reporting

GEOGRAPHIC INFORMATION SYSTEM - An integrated system of computer hardware and software used for storage, retrieval, mapping, and analysis of referenced geographic data

GOAL - A statement of broad direction, purpose or intent

GOVERNMENTAL ACCOUNTING STANDARDS BOARD - The source of generally accepted accounting principles used by State and local governments

GRANT - A sum of money given to a person or entity, usually identified for a specific purpose

IMPACT FEE - Payments required by local governments of new development for the purpose of providing new or expanded public capital facilities such as roads, parks, bikeways, trails, police and fire stations, water and wastewater utilities, and drainage

INDIRECT COST - Costs that are not directly accountable to a cost objective, frequently referred to as overhead, general, and administrative expenses

INFRASTRUCTURE - The fundamental facilities and systems serving a local, State or Federal government, such as roads, bridges, tunnels, water supply, sewers, electrical grids, and telecommunications

INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN - Capital projects proposed to be undertaken within the next five fiscal years identifying estimated costs and potential funding sources

INTERGOVERNMENTAL AGREEMENT - An agreement that involves or is made between two or more governments in cooperation to address issues of mutual concern

INTERGOVERNMENTAL REVENUE - Funds received from Federal, State and other local government sources in the form of grants, shared revenues, and payments in lieu of taxes

INTERNAL SERVICE FUND - A fund used in governmental accounting to track goods and services shifted between departments on a cost-reimbursement basis

LEVY - To impose taxes for the support of government activities

LICENSES AND PERMITS - Permission or authorization to do something or use something, usually resulting in a fee imposed upon the holder

LINE ITEM - A specific account used to budget and record revenues or expenditures

LONGEVITY - Employee compensation payments made in recognition of a certain number of years of employment with the same entity

LONG-TERM DEBT - Debt with a maturity date greater than one year from the date of issuance

MANDATE - A requirement imposed by a legal act of the Federal, State, or local government

MATERIALS AND SERVICES - Commodities which are consumed or materially altered when used, such as office or operating supplies, or when a vendor renders a service, such as consulting or in connection with a repair or maintenance of an asset

MEASURE - A plan of action taken to achieve a particular purpose or a standard used to express the size, amount, or degree of something

MILL - A property tax rate based on the assessed valuation of real property, e.g., a tax rate of one mill produces one dollar of taxes on each $1,000 of assessed valuation

MISCELLANEOUS REVENUE - Revenue that is not identified separately in the chart of accounts

MISSION STATEMENT - A formal summary articulating an organization's purpose, identifying the scope of its operations and the kind of product or service it provides

MODIFIED ACCRUAL BASIS OF ACCOUNTING - The method combining the accrual basis of accounting with the cash basis of accounting in which revenues are recognized when they are both measurable and available but expenditures are recognized when a liability is incurred

NOMINAL DOLLARS - The presentation of dollar amounts not adjusted for inflation

OBJECT OF EXPENDITURES - The lowest and most detailed level of expenditure classification, such as electricity, office supplies, asphalt, and furniture

OBJECTIVE - Something to be accomplished in specific, well-defined, and measurable terms, often including a specific timeframe in which the objective will be achieved

OBLIGATIONS - Commitments which a person or entity may be legally obligated to meet

OPERATING BUDGET - A combination of known expenses, expected future costs, and forecasted revenue over the course of a year stated in terms of functional categories and accounts

OPERATING EXPENSES - A category of expenditures an entity incurs as a result of performing operations, such as salaries, employee benefits, contracted services, supplies, and commodities

OPERATING REVENUE - Funds that the government receives to pay for operating expenses

ORDINANCE - A formal legislative enactment by a City Council, having the full force and effect of law within the City boundaries unless it is in conflict with a higher form of law (Note: An Ordinance has higher legal standing than a Resolution)

ORIGINAL BUDGET - The initial adopted budget for an entity that has not been revised or amended

OUTPUT INDICATOR - A unit of work accomplished, without reference to the resources required to do the work (e.g. number of permit issued, or number of arrests made), not necessarily meant to reflect the effectiveness or efficiency of the work performed

PART-TIME EQUIVALENT - A position that is not considered full-time

PAYMENT IN LIEU OF TAXES - A payment made to compensate a government for some or all of the property tax revenue lost due to tax-exempt ownership or use of real property

PERSONAL SERVICES - Salary and wage-related costs of salaried and hourly employees

PILOT - Payment In Lieu Of Taxes

PROGRAM - A group of related activities performed by one or more organizational units for the purpose of accomplishing a function for which the government is responsible

PROJECT NUMBER - A unique identifier of any special activity, especially where specific reporting requirements exist regarding the activity, often used with capital projects or grants

PURCHASE ORDER - A document issued by a buyer to a seller indicating type, quantity, and pricing for a product or service, resulting in an encumbrance in the buyer's accounting records

PURPOSE - A broad statement of goals or objectives specifying the reason for which something exists or is done

RESERVE - An account used to indicate that portion of fund equity which is legally restricted for a specific purpose and is, therefore, not available for general appropriation

RESOLUTION - A special order by the City Council dealing with matters of a special or temporary nature

RESOURCES - The total amount available for appropriation, including estimated revenues, fund transfers, and beginning balances

REVENUE - The yield from sources of income (such as taxes, licenses, fines, etc.) that the City collects and receives into the treasury for current or future use

REVENUE BOND - A municipal bond that finances income-producing projects and is secured by a specified revenue source, such as Gross Receipts Tax

REVENUE ESTIMATE - The funds projected to accrue during an accounting period, whether or not all of it is expected to be collected during that period

SEVEN MAJORS - Crimes reported to the Federal Bureau of Investigation (FBI), including homicide, robbery, motor vehicle theft, aggravated assault/battery, burglary, larceny, and rape

SHARED REVENUE - Taxes collected Federal or State governments that are allocated back to local governments

SINKING FUND - An account used to periodically set aside money for the gradual repayment a debt

SPAN OF CONTROL - The number of subordinates a supervisor has, expressed as a ratio of supervisor to subordinates

SPECIAL ASSESSMENT DISTRICT - The geographical area a government uses to designate a unique tax to help pay for certain public projects

SPECIAL REVENUE FUND - An account established by a government to collect money that must be used for a specific project

STRATEGIC PLAN - A systematic process of envisioning a desired future, translating that vision into broadly defined goals or objectives, and developing a sequence of steps to achieve them

SYSTEM CONTROL AND DATA ACQUISITION - A radio system for monitoring and managing the City's water and wastewater facilities

TAX - A compulsory contribution levied by a government

TAX LEVY - The amount imposed or assessed by a government on a real property owner or on a consumer or seller engaging in a business transaction

TRANSFER IN/OUT - Amounts moved from one fund or department to another

UNENCUMBERED BALANCE - The amount of an appropriation that is neither expended nor encumbered and is, therefore, still available for future use

UNRESERVED FUND BALANCE - The portion of a fund's remaining resources that is not restricted for a specific purpose and is, therefore, available for appropriation

USER FEE - A sum of money paid by an individual choosing to access a service or facility (e.g., swimming pools)

WORKLOAD INDICATOR - A unit of work to be done (e.g., number of permit applications received)

XERISCAPE - A style of landscape design requiring little or no irrigation, often used in arid regions

ABBREVIATIONS

AARP - American Association of Retired Persons
ACA - Affordable Care Act
ADA - Americans with Disabilities Act
ADO - Asset Development Office
AFSCME - American Federation of State, County, and Municipal Employees
AI - Artificial Intelligence
AIS - Annual Information Statement
ALGA - Association of Local Government Auditors
APA - American Planning Association
ARFF - Aircraft Rescue and Firefighting
ARPA - American Rescue Plan Act
ARRA - American Recovery and Reinvestment Act
ASD - Administrative Support Division (ITT Department)
ASE - Automotive Service Excellence
ASL - American Sign Language
ATV - All-Terrain Vehicle
BAR - Budget Amendment Resolution
BDD - Buckman Direct Diversion
BRA - Business Retention & Expansion
BuRRT - Buckman Road Recycling and Transfer station
CAD - Computer-Aided Design
CAF - Corrective Action Fund
CAFR - Comprehensive Annual Financial Report
CAO - City Attorney's Office
CAPER - Consolidated Action and Performance Evaluation Report
CBA - Collective Bargaining Agreement
CC - City Council
CCC - Community Convention Center
CDBG - Community Development Block Grant
CDL - Commercial Driver's License
CEMP - Comprehensive Emergency Management Plan
CERT - Community Emergency Response Team

CIAC - Capital Improvement Advisory Committee

CIP - Capital Improvement Plan (or Capital Improvement Project)

CIPCAC - Capital Improvement Plan Citizen's Advisory Committee

CIPTAC - Capital Improvement Plan Technical Advisory Committee

CISA - Certified Information Systems Auditor

CLG - Certified Local Government

CM - City Manager

CMO - Collateralized Mortgage Obligation

CNG - Compressed Natural Gas

CNT - Crisis Negotiation Team

COD - Chemical Oxygen Demand

COG - Continuity Of Government

COOP - Continuity Of Operations

COLA - Cost Of Living Adjustment

CPO - Chief Procurement Officer

CPR - Cardiopulmonary Resuscitation

CRM - Customer Relationship Management

CRWTP - Canyon Road Water Treatment Plant

CVB - Convention and Visitors Bureau

CY - Calendar Year

DFA -Department of Finance and Administration (State of New Mexico)

DHSEM - Department of Homeland Security and Emergency Management (State of New Mexico)

DOJ - Department of Justice

DOT - Department of Transportation (State of New Mexico)

DPS - Department of Public Safety (State of New Mexico)

DPSA - Department of Public Safety Association

DRT - Development Review Team

DUI - Driving Under the Influence of intoxicating liquor

DVP - Delivery Versus Payment

DWI - Driving While under the Influence of intoxicating liquor or drugs

EAP - Employee Assistance Program

EUSD - Enterprise Application Services Division (ITT Department)

EGRT - Environmental Gross Receipts Tax
EMMA - Electronic Municipal Market Access
EMPG - Emergency Management Performance Grant
EMS - Emergency Medical Services
EMT - Emergency Medical Technician
ENA - Exclusive Negotiation Agreement
EOC - Emergency Operations Center
EOD - Explosive Ordinance Disposal
EOP - Emergency Operations Plan
EPA - Environmental Protection Agency
ERP - Enterprise Resource Planning
ESD - Environmental Services Division
ESWTR - Enhanced Surface Water Treatment Rule
EUSD - End User Services Division (ITT Department)
EVTCC - Emergency Vehicle Technician Certification Commission
FAA - Federal Aviation Administration
FBI - Federal Bureau of Investigation
FBO - Fixed Base Operator
FCC - Federal Communications Division
FDIC - Federal Deposit Insurance Corporation
FEMA - Federal Emergency Management Agency
FF and E - Furniture, Fixtures, and Equipment
FFY - Federal Fiscal Year
FGP - Foster Grandparents
FHWA - Federal Highway Administration
FIDS - Flight Information Display System
FINRA - Financial Industry Regulatory Authority
FT - Full-Time
FTA - Federal Transit Administration
FTE - Full-Time Equivalent
FY - Fiscal Year
GAAP - Generally Accepted Accounting Principles
GAGAS - Generally Accepted Government Auditing Standards

GASB - Governmental Accounting Standards Board
GCCC - Genoveva Chavez Community Center
GFOA - Government Finance Officers Association
GIS - Geographic Information System
GO BONDS - General Obligation Bonds
GOAL - A statement of broad direction, purpose or intent
GPRGC - Grandparents Raising Grandchildren
GPS - Global Positioning System
GREAT - Gang Resistance Education And Training
GRT - Gross Receipts Tax
HPD - Historic Preservation Division
HR - Human Resources Department
HRB - Human Rights Bureau
HUD - U.S. Office of Housing and Urban Development
HVAC - Heating, Ventilation and Air Conditioning
IAIA - Institute of American Indian Arts
IATSE – International Alliance of Theatrical Stage Employees
ICIP - Infrastructure Capital Improvement Plan
IFSAC - International Fire Services Accreditation Congress
IGA - Intergovernmental Agreement
IP - Industrial Pretreatment
IPRA - Inspection of Public Records Act
IRS - Internal Revenue Service
ISACA - Information Systems Audit and Control Association
ISC - Interstate Stream Commission
ISD - Infrastructure Services Division (ITT Department)
IT - Information Technology
ITSM - Information Technology Service Management
ITT - Information Technology and Telecommunications Department
JAG - Justice Assistance Grant
JPA - Joint Powers Agreement
KSFB - Keep Santa Fe Beautiful
LANL - Los Alamos National Laboratory

LED - Light Emitting Diode

LEDA - Local Economic Development Act

LEEDA - Law Enforcement Executive Development Association

LEPF - Law Enforcement Protection Fund

LGD - Local Government Division (State of New Mexico Department of Finance and Administration)

LGIP - Local Government Investment Pool

LIHTC - Low Income Housing Tax Credit

LINC - Local Innovation Corridor

MEG - Mary Esther Gonzales Senior Center

MEP - Mechanical, Electrical and Plumbing

MIH - Mobile Integrated Health

MIHO - Mobile Integrated Health Office

MOU - Memorandum Of Understanding

MOW - Meals On Wheels

MPA - Metropolitan Planning Area

MPO - Metropolitan Planning Organization

MRA - Metropolitan Redevelopment Agency

MRC - Municipal Recreation Complex

MSGP - Multi-Sector General Permit

MSL - Marty Sanchez Links de Santa Fe Golf Course

MSRB - Municipal Securities Rulemaking Board

MTP - Metropolitan Transportation Plan

NASPO - National Association of State Procurement Officials

NCS - National Citizens Survey

NCUA - National Credit Union Administration

NEA - National Endowment for the Arts

NM - New Mexico

NMAC - New Mexico Administrative Code

NMED - New Mexico Environment Department

NMFA - New Mexico Finance Authority

NMGAS - New Mexico Gas Company

NMGL - New Mexico Golf Limited

NMML - New Mexico Municipal League
NMORCA - New Mexico Organized Retail Crime Association
NMRPA - New Mexico Recreation and Park Association
NMSA - New Mexico Statutes Annotated
NMSD - New Mexico School for the Deaf
NMWWA - New Mexico Wastewater Association
NOAA - National Oceanic and Atmospheric Association
NPDES - National Pollutant Discharge Elimination System
NRCS - National Resources Conservation Service
NRPA - National Recreation and Park Association
NSIP - Nutrition Service Incentive Program
NWS - National Weather Service
NYU - New York University
OAH - Office of Affordable Housing
OBG - Office for Business Growth
OED - Office of Economic Development
OEM - Office of Emergency Management
O and M (or O&M) - Operating and Maintenance
OSE - Office of the State Engineer (State of New Mexico)
OTAB - Occupancy Tax Advisory Board
PAM - Privileged Access Management
PARCS - Parking Access and Revenue Control System
P-CARD - Procurement Card
PCR - Police Community Relations
PERA - Public Employees Retirement Association
PILOT - Payment In Lieu Of Taxes
PIO - Public Information Officer
PMO - Project Management Office (ITT Department)
PNM - Public Service Company of New Mexico
PO - Purchase Order
POS - Point Of Sale
POTW - Publically Owned Treatment Works
PPE - Personal Protective Equipment

PRV - Pressure Reducing Valve
PT - Part-Time
PTE - Part-Time Equivalent
PTTMP - Part-Time Temporary
PWD - Public Works Department
QWEL - Qualified Water Efficient Landscaper
RFP - Request for Proposal
RFQ - Request for Quote
ROW - Right of way
RSVP - Retired Senior Volunteer Program
RTCR - Revised Total Coliform Rule
SAD - Special Assessment District
SBDC - Small Business Development Center
SCADA - Supervisory Control And Data Acquisition
SCBA - Self-Contained Breathing Apparatus
SCORE - Service Corp Of Retired Executives
SCP - Senior Companion Program
SEC - Securities and Exchange Commission
SEP - Senior Employment Program
SFBI - Santa Fe Business Incubator
SFCC - Santa Fe City Code or Santa Fe Community College
SFFD - Santa Fe Fire Department
SFFO - Santa Fe Film Office
SFGTV-28 - Santa Fe Government access cable Television channel 28
SFHP - Santa Fe Homes Program
SFPD - Santa Fe Police Department
SFPS - Santa Fe Public Schools
SFSWMA (or SWMA) - Santa Fe Solid Waste Management Agency
SFUAD - Santa Fe University of Art and Design
SIU - Significant Industrial User
SLO - State Land Office (State of New Mexico)
SNAG - Starting New At Golf
SSD - Senior Services Division

SWAT - Special Weapons And Tactics
SWOT - Strengths, Weaknesses, Opportunities, Threats
TAT - TMDL and Assessment Team
TBAR - Technical Budget Adjustment Request
TBBL - Technically Based Local Limit
TEMS - Tactical Emergency Medical Service
TIC - True Interest Cost
TIP - Transportation Improvement Plan
TMDL - Total Maximum Daily Load
TPPR - Third Party Plan Review
TSA - Transportation Security Administration
TSF - Tourism Santa Fe
TSS - Total Suspended Solids
TWAS - Thickened Waste Activated Sludge
UCS - Utility Customer Service Division
UNESCO - United Nations Educational, Scientific and Cultural Organization
UPS - United Parcel Service
UPWP - Unified Planning Work Program
USFS - United States Forest Service
UTO - Uniform Traffic Ordinance
WIPP - Waste Isolation Pilot Plant

City of Santa Fe

200 Lincoln Avenue

Santa Fe, NM 87501

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-____

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

ADOPTING THE CITY OF SANTA FE'S FISCAL YEAR 2026 OPERATING BUDGET FOR THE CITY OF SANTA FE.

WHEREAS, pursuant to the City of Santa Fe's ("City's") Charter, Section 5.01(M), the Mayor worked with city of Santa Fe's personnel and prepared an annual budget and proposed spending priorities for review and approval by the City's Finance Committee; and

WHEREAS, the Finance Committee recommended approval of the budget attached to this resolution ("Budget"); and

WHEREAS, the Budget represents positive collaboration among departmental staff and elected officials; and

WHEREAS, the proposed Budget addresses the City's needs and goals for Fiscal Year 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, that the Governing Body hereby adopts the Budget as to funds, categories, and departments.

BE IT FURTHER RESOLVED that the Governing Body respectfully requests approval of the budget by the Local Government Division of the New Mexico Department of Finance and

Administration.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (May 2, 2025 16:37 MDT)

_____

ERIN K. MCSHERRY, CITY ATTORNEY

PROPOSED FISCAL YEAR 2026 BUDGET

ALL FUNDS SUMMARY

CITY OF SANTA FE
ALL FUNDS - REVENUES BY CATEGORY
FY 2021/22 THROUGH FY 2025/26

CATEGORY	ACTUAL REVENUE FY 2021/22	ACTUAL REVENUE FY 2022/23	ACTUAL REVENUE FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
Local/State-Shared Taxes:							
-Gross Receipts Tax	146,420,020	158,080,046	169,534,967	158,080,048	167,400,000	9,319,952	5.9%
-Property Tax	11,173,551	12,149,080	12,502,649	11,486,818	13,171,757	1,684,939	14.7%
-Franchise Fees	4,486,390	5,668,146	5,291,041	6,256,510	5,647,741	(608,769)	-9.7%
-Lodgers' Tax	17,084,539	19,948,448	16,229,165	17,040,001	18,000,001	960,000	5.6%
-Gasoline Tax	1,542,860	1,561,558	1,631,126	1,570,750	1,680,000	109,250	7.0%
-Other Taxes	596,767	1,206,662	1,304,150	1,193,360	1,308,468	115,108	9.6%
Subtotal - Taxes	*181,304,127*	*198,613,941*	*206,493,099*	*195,627,487*	*207,207,967*	*11,580,480*	*5.9%*
Licenses & Permits:							
-Business Licenses	776,982	912,765	758,008	515,150	816,300	301,150	58.5%
-Building/Zoning Permits	2,858,975	3,945,947	4,790,704	4,230,000	3,155,000	(1,075,000)	-25.4%
-Other Licenses & Permits	178,694	171,689	141,734	185,250	155,000	(30,250)	-16.3%
Subtotal - Licenses & Permits	*3,814,651*	*5,030,400*	*5,690,446*	*4,930,400*	*4,126,300*	*(804,100)*	*-16.3%*
Fees & Service Charges:							
-Airport Fees	1,981,412	2,051,120	2,156,373	3,832,630	5,002,630	1,170,000	30.5%
-Ambulance Fees	4,440,343	4,649,371	3,820,330	5,114,308	5,114,308	-	0.0%
-Civic Center Fees	255,299	629,296	416,855	85,000	583,000	498,000	585.9%
-Housing Fees	630,505	978,427	1,608,969	877,540	877,540	-	0.0%
-Impact Fees	1,852,919	2,574,677	4,286,993	3,173,000	3,827,254	654,254	20.6%
-Insurance Premiums	25,374,189	27,542,821	32,828,591	33,196,238	32,798,891	(397,347)	-1.2%
-Meals Fees	70,073	80,247	65,244	80,000	77,400	(2,600)	-3.3%
-Parking Fees	537,261	3,918,405	4,843,050	5,100,000	5,150,500	50,500	1.0%
-Planning/Land Use Fees	(3,833,563)	449,523	165,009	1,024,500	694,500	(330,000)	-32.2%
-Police/Court Fees	527,528	626,617	592,138	482,560	474,392	(8,168)	-1.7%
-Public Transportation Fees	227,527	229,089	238,753	235,500	235,500	-	0.0%
-Recreation Fees	1,442,011	2,204,704	3,096,693	3,764,782	3,357,349	(407,433)	-10.8%
-Solid Waste Fees	12,662,802	15,473,829	16,147,451	15,272,000	16,550,529	1,278,529	8.4%
-Wastewater Fees	13,517,697	18,476,058	15,159,569	13,820,031	13,993,545	173,514	1.3%
-Water Fees	32,735,503	35,764,431	43,710,877	36,268,591	37,727,253	1,458,662	4.0%
-Reimbursed Expenses	15,172,082	14,880,751	21,359,460	22,283,758	23,694,431	1,410,673	6.3%
-Other Fees/Services	3,931,504	755,503	3,587,030	3,906,348	3,918,896	12,548	0.3%
Subtotal - Fees & Services	*111,525,091*	*131,284,868*	*154,083,387*	*148,516,786*	*154,077,918*	*5,561,132*	*3.7%*
Fines & Forfeitures:							
-Parking Fines	2,550	533,465	460,469	555,000	525,000	(30,000)	-5.4%
-Violations Fines	5,536	16,271	74,680	11,858	16,653	4,795	40.4%
-Other Fines & Forfeitures	203,808	190,220	155,698	165,000	153,750	(11,250)	-6.8%
Subtotal - Fines & Forfeitures	*211,893*	*739,956*	*690,848*	*731,858*	*695,403*	*(36,455)*	*-5.0%*

[Continued next page]

CITY OF SANTA FE
ALL FUNDS - REVENUES BY CATEGORY
FY 2021/22 THROUGH FY 2025/26

CATEGORY	ACTUAL REVENUE FY 2021/22	ACTUAL REVENUE FY 2022/23	ACTUAL REVENUE FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
[Revenues by Category - continued]							
Rents/Royalties/Concessions:							
-Airport Rentals	104,126	(5,599)	(112,796)	146,000	170,000	24,000	16.4%
-Equipment Rentals	21,214	34,269	25,553	40,000	27,000	(13,000)	-32.5%
-Parks & Recreation - Rentals	204,111	283,510	295,116	286,000	302,750	16,750	5.9%
-Other Rentals	2,419,599	2,435,262	3,018,972	4,654,096	3,753,635	(900,461)	-19.3%
Subtotal - Rents/Royalties	*2,749,051*	*2,747,441*	*3,226,844*	*5,126,096*	*4,253,385*	*(872,711)*	*-17.0%*
Miscellaneous Revenues:							
-Bond Proceeds	31,779	-	-	-	-	-	N/A
-Insurance Recoveries	47,952	6,971	96,659	-	100,000	100,000	N/A
-Sales Revenue	8,146	698,130	1,111,431	2,124,244	1,322,024	(802,220)	-37.8%
-Other Misc. Revenue	(1,529,707)	4,138,531	2,356,934	2,008,464	4,959,688	2,951,224	146.9%
Subtotal - Miscellaneous	*(1,441,830)*	*4,843,631*	*3,565,024*	*4,132,708*	*6,381,712*	*2,249,004*	*54.4%*
Intergovernmental Grants:							
-State Grants	3,816,913	4,675,031	15,414,898	7,276,119	5,479,143	(1,796,976)	-24.7%
-Federal Grants	15,307,228	4,216,318	11,074,869	15,481,244	4,312,383	(11,168,861)	-72.1%
-SF County Grants	1,027,015	(12,144)	70,487	50,126	244,698	194,572	388.2%
-Other Grants	-	10,000	20,000	-	-	-	N/A
Subtotal - Intergovernmental	*20,151,156*	*8,889,205*	*26,580,254*	*22,807,489*	*10,036,224*	*(12,771,265)*	*-56.0%*
Interest on Investments	(29,917)	1,880,058	12,713,489	7,618,566	15,313,783	7,695,217	101.0%
Transfers In	59,561,253	54,330,427	83,419,666	59,451,094	80,111,371	20,660,277	34.8%
TOTAL REVENUES	**377,845,474**	**408,359,928**	**496,463,057**	**448,942,484**	**482,204,063**	**33,261,579**	**7.4%**

**excludes Buckman Direct Diversion and SF Solid Waste Management Agency*

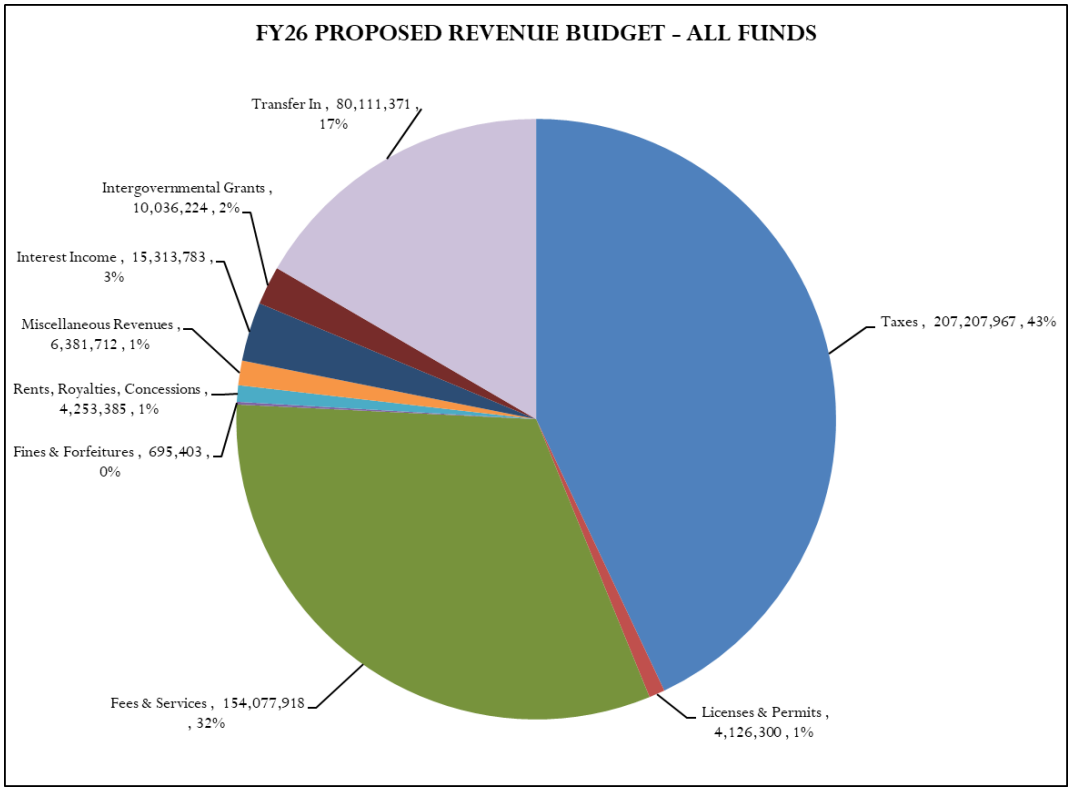
PROPOSED FISCAL YEAR 2026 BUDGET

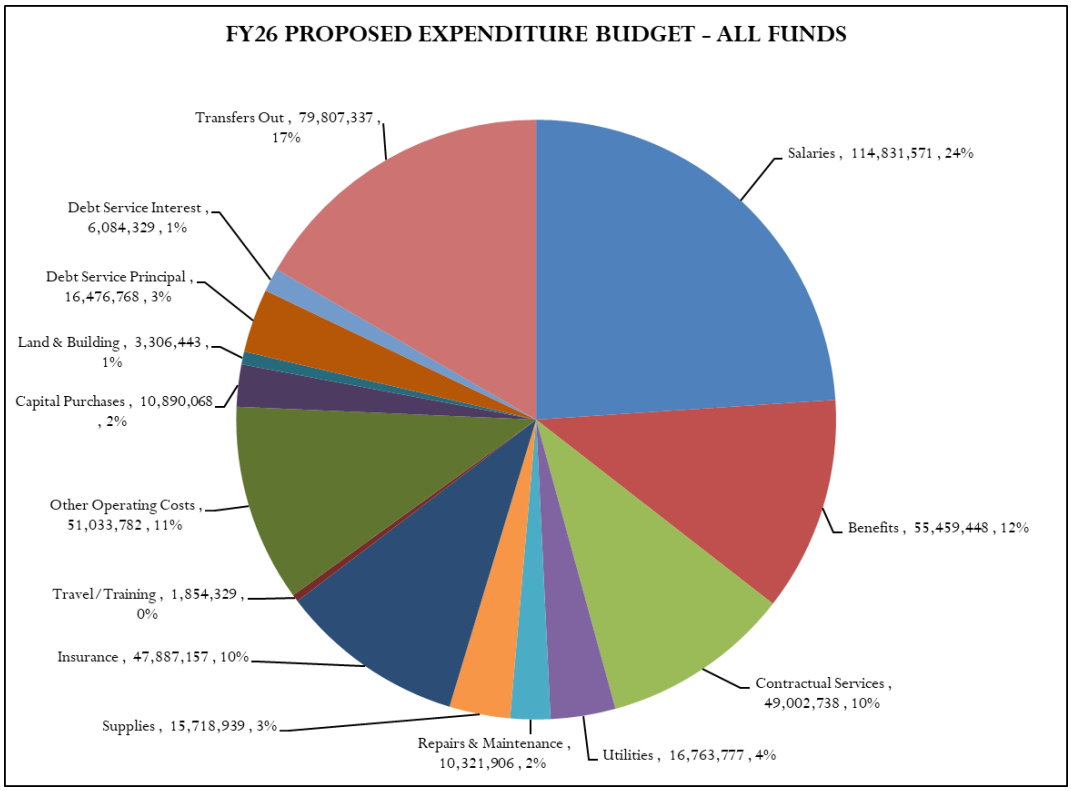
CITY OF SANTA FE
ALL FUNDS - EXPENDITURES BY CATEGORY
FY 2021/22 THROUGH FY 2025/26

CATEGORY	ACTUAL EXPENSES FY 2021/22	ACTUAL EXPENSES FY 2022/23	ACTUAL EXPENSES FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
Personnel Services:							
-Salaries	73,156,794	87,006,557	94,099,634	101,296,613	114,831,571	13,534,958	13.4%
-Benefits	34,232,768	25,923,600	42,895,293	51,791,159	55,459,448	3,668,289	7.1%
Subtotal - Personnel Services	*107,389,562*	*112,930,157*	*136,994,926*	*153,087,772*	*170,291,019*	*17,203,247*	*11.2%*
Operating Expenses:							
-Contractual Services	23,642,275	33,117,885	41,814,454	55,615,276	49,002,738	(6,612,538)	-11.9%
-Utilities	12,690,196	14,259,390	14,607,707	15,068,425	16,763,777	1,695,352	11.3%
-Repairs & Maintenance	6,641,617	7,213,214	6,978,217	9,792,035	10,321,906	529,871	5.4%
-Supplies	12,665,234	12,229,321	12,434,704	15,642,134	15,718,939	76,805	0.5%
-Insurance	27,783,833	31,911,781	38,610,663	49,758,190	47,887,157	(1,871,033)	-3.8%
-Travel/Training	772,514	1,075,678	1,185,636	1,701,056	1,854,329	153,273	9.0%
-Other Operating Costs	22,416,137	54,112,499	63,364,187	48,032,145	51,033,782	3,001,637	6.2%
Subtotal - Operating Expenses	*106,611,806*	*153,919,768*	*178,995,568*	*195,609,261*	*192,582,628*	*(3,026,633)*	*-1.5%*
Capital Outlay:							
-Capital Purchases	2,649,326	159,528	12,239,228	7,440,718	10,890,068	3,449,350	46.4%
-Land & Building	1,808,119	960,535	20,074,903	4,314,078	3,306,443	(1,007,635)	-23.4%
Subtotal - Capital Outlay	*4,457,444*	*1,120,062*	*32,314,130*	*11,754,796*	*14,196,511*	*2,441,715*	*20.8%*
Debt Service:							
-Principal	12,611,880	8,250,699	9,879,168	13,891,352	16,476,768	2,585,416	18.6%
-Interest	6,750,772	8,179,800	7,412,736	6,581,930	6,084,329	(497,601)	-7.6%
-Other Debt Service	-	(970,457)	(825,913)	-	-	-	N/A
Subtotal - Debt Service	*19,362,652*	*15,460,042*	*16,465,992*	*20,473,282*	*22,561,097*	*2,087,815*	*10.2%*
Transfers Out	92,990,007	63,855,814	83,144,147	59,153,630	79,807,337	20,653,707	34.9%
TOTAL EXPENDITURES	**330,811,472**	**347,285,844**	**447,914,764**	**440,078,741**	**479,438,592**	**39,359,851**	**8.9%**

**excludes Buckman Direct Diversion and SF Solid Waste Management Agency*

PROPOSED FISCAL YEAR 2026 BUDGET





PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
ALL FUNDS - EXPENDITURES BY DEPARTMENT
FY 2021/22 THROUGH FY 2025/26

DEPARTMENT	ACTUAL EXPENSES FY 2021/22	ACTUAL EXPENSES FY 2022/23	ACTUAL EXPENSES FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
Affordable Housing	3,692,549	10,898,934	7,395,395	6,026,527	8,623,080	2,596,553	43.1%
Airport	10,602,235	3,123,353	6,344,339	4,658,342	5,381,897	723,555	15.5%
Arts & Culture	1,481,196	1,821,948	1,575,668	2,143,627	2,117,640	(25,987)	-1.2%
Community Engagement	2,654,977	2,468,480	2,796,069	3,156,696	3,227,614	70,918	2.2%
Community Services	20,948,201	25,811,343	33,840,445	40,457,829	40,308,146	(149,683)	-0.4%
Economic Development	2,617,444	4,102,716	5,993,515	3,751,268	5,361,592	1,610,324	42.9%
Emergency Management	713,070	430,590	542,307	665,058	948,098	283,040	42.6%
Finance	23,130,046	25,294,836	29,133,428	22,755,201	26,326,485	3,571,284	15.7%
Fire	25,389,154	25,639,372	30,823,543	30,022,424	35,903,389	5,880,965	19.6%
General Government	9,118,900	14,972,717	15,942,012	22,625,319	21,326,255	(1,299,064)	-5.7%
Human Resources	26,071,416	27,425,845	28,027,330	35,511,063	32,349,993	(3,161,070)	-8.9%
Info Tech & Telecom	12,127,210	11,430,812	18,613,884	14,755,125	15,019,557	264,432	1.8%
Metropolitan Redevelopment Agency	-	-	98,838	569,512	594,555	25,043	4.4%
Planning & Land Use	5,025,597	6,108,102	6,833,293	8,116,206	8,353,102	236,896	2.9%
Police	26,879,861	28,940,437	39,775,400	39,904,500	42,113,479	2,208,979	5.5%
Public Utilities	49,465,135	65,344,464	74,800,912	86,153,895	100,691,864	14,537,969	16.9%
Public Works	58,366,562	50,087,150	66,781,482	64,036,604	71,110,163	7,073,559	11.0%
Santa Fe Film Office	-	-	-	-	504,955	504,955	N/A
TOURISM Santa Fe	9,827,146	10,054,083	11,726,913	15,436,938	16,269,150	832,212	5.4%
*Non-Departmental**	*42,700,772*	*33,330,661*	*66,869,992*	*39,332,607*	*42,907,578*	3,574,971	9.1%
TOTAL EXPENDITURES	**330,811,472**	**347,285,844**	**447,914,764**	**440,078,741**	**479,438,592**	**39,359,851**	**8.9%**

**excludes Buckman Direct Diversion and SF Solid Waste Management Agency*

PROPOSED FISCAL YEAR 2026 BUDGET

GENERAL FUND SUMMARY

CITY OF SANTA FE
GENERAL FUND - REVENUES BY CATEGORY
FY 2021/22 THROUGH FY 2025/26

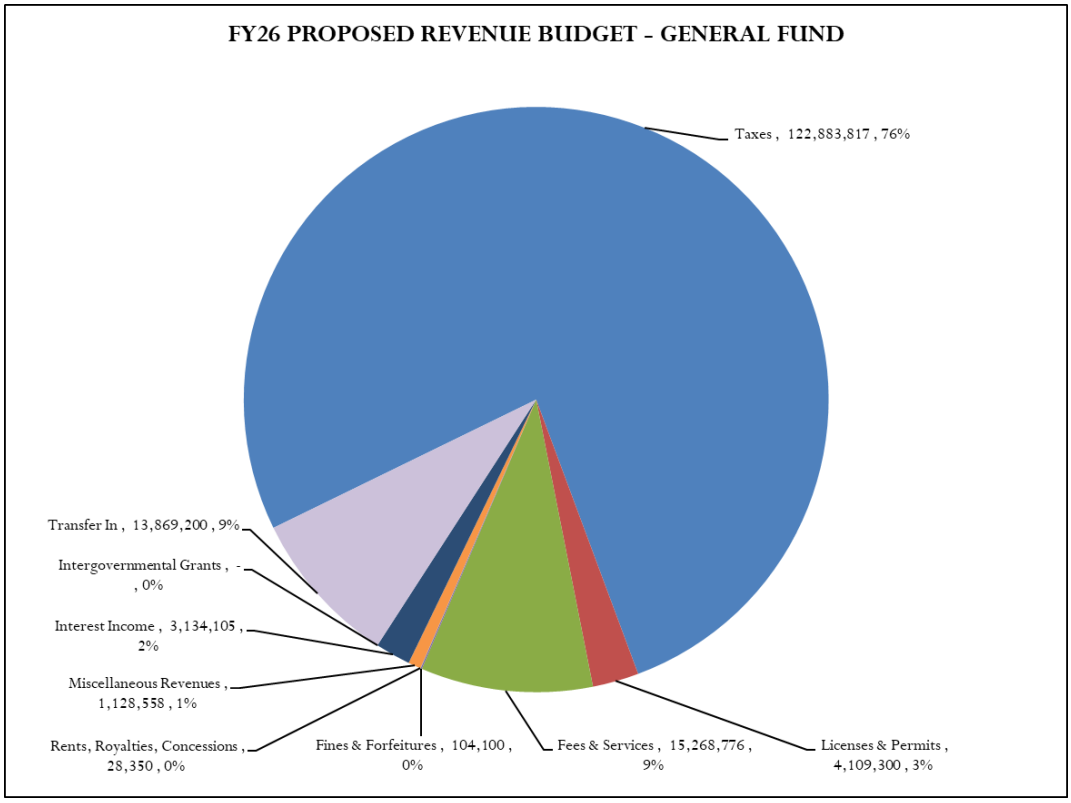
CATEGORY	ACTUAL REVENUE FY 2021/22	ACTUAL REVENUE FY 2022/23	ACTUAL REVENUE FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
Local/State-Shared Taxes:							
-Gross Receipts Tax	93,241,717	98,962,863	106,133,722	98,962,863	104,797,172	5,834,309	5.9%
-Property Tax	8,642,543	9,516,085	10,270,979	9,516,085	11,197,436	1,681,351	17.7%
-Franchise Fees	4,419,911	5,607,490	5,236,545	6,190,910	5,580,741	(610,169)	-9.9%
-Other Taxes	596,767	1,206,662	1,304,150	1,193,360	1,308,468	115,108	9.6%
Subtotal - Taxes	*106,900,938*	*115,293,100*	*122,945,396*	*115,863,218*	*122,883,817*	*7,020,599*	*6.1%*
Licenses & Permits:							
-Business Licenses	776,982	912,765	758,008	515,150	816,300	301,150	58.5%
-Building/Zoning Permits	2,858,975	3,945,937	4,790,704	4,230,000	3,155,000	(1,075,000)	-25.4%
-Other Licenses & Permits	170,089	164,389	133,984	176,750	138,000	(38,750)	-21.9%
Subtotal - Licenses & Permits	*3,806,046*	*5,023,090*	*5,682,696*	*4,921,900*	*4,109,300*	*(812,600)*	*-16.5%*
Fees & Service Charges:							
-Ambulance Fees	4,440,343	4,649,371	3,820,330	5,114,308	5,114,308	-	0.0%
-Impact Fees	2,940	2,800	-	3,000	3,000	-	0.0%
-Planning/Land Use Fees	(3,833,563)	299,523	315,009	1,024,500	694,500	(330,000)	-32.2%
-Police/Court Fees	36,341	32,531	24,098	42,500	30,989	(11,511)	-27.1%
-Recreation Fees	188,012	296,206	329,153	274,900	315,350	40,450	14.7%
-Reimbursed Expenses	5,369,889	5,427,430	6,761,864	6,443,322	8,807,129	2,363,807	36.7%
-Other Fees/Services	43,066	80,058	82,722	319,250	303,500	(15,750)	-4.9%
Subtotal - Fees & Services	*6,247,027*	*10,787,919*	*11,333,176*	*13,221,780*	*15,268,776*	*2,046,996*	*15.5%*
Fines & Forfeitures:							
-Violations Fines	2,430	9,413	494	5,000	500	(4,500)	-90.0%
-Other Fines & Forfeitures	142,998	137,443	98,942	107,000	103,600	(3,400)	-3.2%
Subtotal - Fines & Forfeitures	*145,428*	*146,856*	*99,436*	*112,000*	*104,100*	*(7,900)*	*-7.1%*
Rents/Royalties/Concessions:							
-Parks & Recreation - Rentals	17,655	24,263	17,310	14,000	19,750	5,750	41.1%
-Other Rentals	8,607	803	8,581	4,450	8,600	4,150	93.3%
Subtotal - Rents/Royalties	*26,262*	*25,066*	*25,890*	*18,450*	*28,350*	*9,900*	*53.7%*
Miscellaneous Revenues:							
-Sales Revenue	-	72,308	85,808	1,000,000	1,000,000	-	0.0%
-Other Misc. Revenue	(2,703,436)	(1,821,191)	(578,593)	107,750	128,558	20,808	19.3%
Subtotal - Miscellaneous	*(2,703,436)*	*(1,748,883)*	*(492,785)*	*1,107,750*	*1,128,558*	*20,808*	*1.9%*
Intergovernmental Grants:							
-State Grants	46,242	-	-	-	-	-	N/A
-SF County Grants	2,015	-	-	-	-	-	N/A
Subtotal - Intergovernmental	*48,257*	-	-	-	-	-	*N/A*
Interest on Investments	-	1,517,465	697,729	1,174,851	3,134,105	1,959,254	166.8%
Transfers In	4,053,300	3,104,936	3,545,419	1,837,019	13,869,200	12,032,181	655.0%
TOTAL REVENUES	**118,523,821**	**134,149,549**	**143,836,957**	**138,256,968**	**160,526,206**	**22,269,238**	**16.1%**

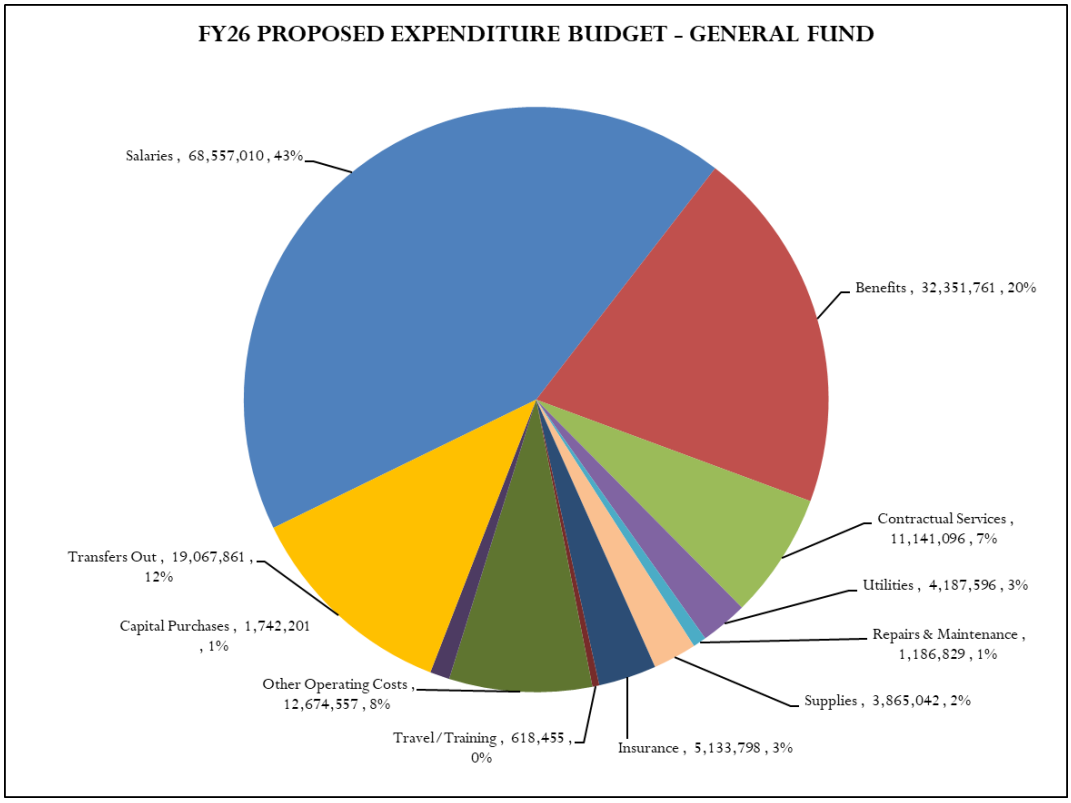
PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
GENERAL FUND - EXPENDITURES BY CATEGORY
FY 2021/22 THROUGH FY 2025/26

CATEGORY	ACTUAL EXPENSES FY 2021/22	ACTUAL EXPENSES FY 2022/23	ACTUAL EXPENSES FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
Personnel Services:							
-Salaries	44,838,692	53,481,064	57,605,727	60,333,178	68,557,010	8,223,832	13.6%
-Benefits	20,580,939	25,151,714	27,733,949	30,050,165	32,351,761	2,301,596	7.7%
Subtotal - Personnel Services	*65,419,631*	*78,632,778*	*85,339,676*	*90,383,343*	*100,908,771*	*10,525,428*	*11.6%*
Operating Expenses:							
-Contractual Services	7,087,236	8,683,766	10,093,712	13,712,327	11,141,096	(2,571,231)	-18.8%
-Utilities	3,778,199	3,878,621	4,221,509	2,998,897	4,187,596	1,188,699	39.6%
-Repairs & Maintenance	687,235	1,370,827	994,212	787,291	1,186,829	399,538	50.7%
-Supplies	4,102,292	3,400,538	3,818,559	3,854,014	3,865,042	11,028	0.3%
-Insurance	2,698,906	1,780,229	4,616,911	5,480,858	5,133,798	(347,060)	-6.3%
-Travel/Training	232,392	357,977	422,239	638,812	618,455	(20,357)	-3.2%
-Other Operating Costs	7,235,442	9,329,024	13,632,507	14,506,835	12,674,557	(1,832,278)	-12.6%
Subtotal - Operating Expenses	*25,821,701*	*28,800,982*	*37,799,649*	*41,979,034*	*38,807,373*	*(3,171,661)*	*-7.6%*
Capital Outlay:							
-Capital Purchases	799,957	17,164	4,558,722	868,624	1,522,201	653,577	75.2%
-Land & Building	256,253	228,659	129,987	528,292	220,000	(308,292)	-58.4%
Subtotal - Capital Outlay	*1,056,210*	*245,823*	*4,688,709*	*1,396,916*	*1,742,201*	*345,285*	*24.7%*
Transfers Out	24,318,313	11,627,855	12,741,913	5,776,125	19,067,861	13,291,736	230.1%
TOTAL EXPENDITURES	**116,615,856**	**119,307,438**	**140,569,947**	**139,535,418**	**160,526,206**	**20,990,788**	**15.0%**

PROPOSED FISCAL YEAR 2026 BUDGET





PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
GENERAL FUND EXPENDITURES BY DEPARTMENT
FY 2021/22 THROUGH FY 2025/26

DEPARTMENT	ACTUAL EXPENSES FY 2021/22	ACTUAL EXPENSES FY 2022/23	ACTUAL EXPENSES FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
Affordable Housing	704,869	3,905,201	1,599,350	1,726,982	3,841,977	2,114,995	122.5%
Community Engagement	2,529,577	2,400,406	2,644,069	3,091,096	3,227,614	136,518	4.4%
Community Services	9,081,041	11,755,168	13,786,916	14,128,420	19,876,868	5,748,448	40.7%
Economic Development	1,028,192	2,295,710	2,796,895	901,531	2,848,991	1,947,460	216.0%
Emergency Management	175,794	167,156	189,176	212,956	335,924	122,968	57.7%
Finance	5,638,741	6,959,811	8,776,466	9,865,327	8,751,208	(1,114,119)	-11.3%
Fire	24,528,796	25,216,546	29,437,443	28,838,817	34,740,216	5,901,399	20.5%
General Government	5,287,699	5,557,789	6,696,573	8,265,997	8,282,323	16,326	0.2%
Human Resources	4,911,627	6,432,314	4,087,127	4,956,356	2,595,897	(2,360,459)	-47.6%
Planning & Land Use	5,025,597	6,038,513	6,767,088	8,018,508	8,263,413	244,905	3.1%
Police	24,494,737	26,759,108	34,491,909	35,321,925	36,813,085	1,491,160	4.2%
Public Works	33,209,186	20,562,355	28,985,909	24,207,503	29,596,796	5,389,293	22.3%
Non-Departmental	-	*1,257,362*	*311,026*	-	*1,351,894*	1,351,894	N/A
TOTAL GENERAL FUND	**116,615,856**	**119,307,438**	**140,569,947**	**139,535,418**	**160,526,206**	**20,990,788**	**15.0%**

CITY OF SANTA FE
AFFORDABLE HOUSING DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	496,565	473,696	594,831	581,820	(13,011)	-2.2%
Contractuals & Utilities	7,292,842	5,427,667	4,608,166	4,966,210	358,044	7.8%
Supplies	25,557	625	3,050	900	(2,150)	-70.5%
Insurance	3,565	14,834	17,687	16,512	(1,175)	-6.6%
Other Operating Costs	51,456	61,881	49,472	57,638	8,166	16.5%
Capital Purchases	-	723,854	-	-	-	N/A
Transfers to Other Funds	3,028,950	692,837	753,321	3,000,000	2,246,679	298.2%
TOTAL AFFORDABLE HOUSING	**10,898,934**	**7,395,395**	**6,026,527**	**8,623,080**	**2,596,553**	**43.1%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	3,905,201	1,599,350	1,726,982	3,841,977	2,114,995	122.5%
Community Development	6,993,734	5,796,044	4,299,545	4,781,103	481,558	11.2%
TOTAL AFFORDABLE HOUSING	**10,898,934**	**7,395,395**	**6,026,527**	**8,623,080**	**2,596,553**	**43.1%**

CITY OF SANTA FE
AIRPORT DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	699,042	2,614,327	2,657,974	3,772,121	1,114,147	41.9%
Contractuals & Utilities	509,983	1,064,107	180,000	153,700	(26,300)	-14.6%
Repairs & Maintenance	88,148	215,757	181,500	206,000	24,500	13.5%
Supplies	121,924	272,939	598,250	326,000	(272,250)	-45.5%
Insurance	44,830	83,447	139,942	153,021	13,079	9.3%
Other Operating Costs	1,625,230	2,013,693	715,042	701,055	(13,987)	-2.0%
Capital Purchases	23,595	80,069	165,000	70,000	(95,000)	-57.6%
Transfers to Other Funds	10,602	-	20,634	-	(20,634)	-100.0%
TOTAL AIRPORT	**3,123,353**	**6,344,339**	**4,658,342**	**5,381,897**	**723,555**	**15.5%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Airport Fund	3,123,353	6,344,339	4,658,342	5,381,897	723,555	15.5%
TOTAL AIRPORT	**3,123,353**	**6,344,339**	**4,658,342**	**5,381,897**	**723,555**	**15.5%**

CITY OF SANTA FE
ARTS & CULTURE DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	331,760	371,866	537,418	687,658	150,240	28.0%
Contractuals & Utilities	486,369	236,077	479,242	91,000	(388,242)	-81.0%
Repairs & Maintenance	2,973	1,569	4,000	4,000	-	0.0%
Supplies	5,481	12,632	24,550	28,800	4,250	17.3%
Insurance	11,933	20,375	23,836	26,457	2,621	11.0%
Other Operating Costs	620,641	776,201	918,045	1,153,023	234,978	25.6%
Transfers to Other Funds	362,792	156,948	156,536	126,702	(29,834)	-19.1%
TOTAL ARTS & CULTURE	**1,821,948**	**1,575,668**	**2,143,627**	**2,117,640**	**(25,987)**	**-1.2%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Lodgers' Tax Fund	1,761,463	1,534,296	1,987,091	1,990,938	3,847	0.2%
Santa Fe Convention Center	60,485	41,372	156,536	126,702	(29,834)	-19.1%
TOTAL ARTS & CULTURE	**1,821,948**	**1,575,668**	**2,143,627**	**2,117,640**	**(25,987)**	**-1.2%**

CITY OF SANTA FE
COMMUNITY ENGAGEMENT DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
City Clerk	1,118,875	1,307,582	1,267,816	1,619,430	351,614	27.7%
Constituent Services	1,349,604	1,488,487	1,888,880	1,608,184	(280,696)	-14.9%
TOTAL COMMUNITY ENGAGEMENT	**2,468,480**	**2,796,069**	**3,156,696**	**3,227,614**	**70,918**	**2.2%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	1,647,391	1,640,182	1,966,464	2,235,713	269,249	13.7%
Contractuals & Utilities	384,740	312,521	400,385	432,965	32,580	8.1%
Repairs & Maintenance	6,142	3,813	11,273	5,000	(6,273)	-55.6%
Supplies	94,383	175,563	247,646	162,296	(85,350)	-34.5%
Insurance	28,052	66,885	75,781	71,078	(4,703)	-6.2%
Other Operating Costs	231,150	424,452	389,547	320,562	(68,985)	-17.7%
Capital Purchases	8,548	110,651	-	-	-	N/A
Transfers to Other Funds	68,074	62,000	65,600	-	(65,600)	-100.0%
TOTAL COMMUNITY ENGAGEMENT	**2,468,480**	**2,796,069**	**3,156,696**	**3,227,614**	**70,918**	**2.2%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	2,400,406	2,644,069	3,091,096	3,227,614	136,518	4.4%
Franchise Fee Fund	68,074	62,000	65,600	-	(65,600)	-100.0%
Public Campaign Financing	-	90,000	-	-	-	N/A
TOTAL COMMUNITY ENGAGEMENT	**2,468,480**	**2,796,069**	**3,156,696**	**3,227,614**	**70,918**	**2.2%**

CITY OF SANTA FE
COMMUNITY SERVICES DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Community Services Administration	1,542,991	1,493,950	1,495,874	1,468,544	(27,330)	-1.8%
Library	5,293,793	5,588,268	6,233,482	6,361,349	127,867	2.1%
Recreation	7,993,575	12,294,268	10,044,530	13,172,769	3,128,239	31.1%
Senior Services	7,225,097	6,615,371	9,040,827	9,353,907	313,080	3.5%
Youth & Family	3,755,887	7,848,588	13,643,116	9,951,577	(3,691,539)	-27.1%
TOTAL COMMUNITY SERVICES	**25,811,343**	**33,840,445**	**40,457,829**	**40,308,146**	**(149,683)**	**-0.4%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	11,065,845	12,457,056	14,806,397	16,980,050	2,173,653	14.7%
Contractuals & Utilities	4,680,853	8,798,076	14,949,648	7,930,929	(7,018,719)	-46.9%
Repairs & Maintenance	187,402	216,476	211,862	179,932	(31,930)	-15.1%
Supplies	1,990,870	2,001,022	1,982,944	1,994,650	11,706	0.6%
Insurance	433,975	878,434	805,468	739,169	(66,299)	-8.2%
Other Operating Costs	2,383,279	2,786,308	2,478,226	2,354,510	(123,716)	-5.0%
Capital Purchases	32,960	624,376	300,508	167,011	(133,497)	-44.4%
Transfers to Other Funds	5,036,159	6,078,697	4,922,776	9,961,895	5,039,119	102.4%
TOTAL COMMUNITY SERVICES	**25,811,343**	**33,840,445**	**40,457,829**	**40,308,146**	**(149,683)**	**-0.4%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	11,755,168	13,786,916	14,128,420	19,876,868	5,748,448	40.7%
Law Enforcement	39,921	58,616	316,342	316,342	-	0.0%
Community Development	1,232,333	5,915,160	10,790,970	4,092,117	(6,698,853)	-62.1%
Senior Citizen Grants/Programs	4,401,419	4,207,798	4,876,635	5,104,743	228,108	4.7%
Library	1,146,859	1,158,908	1,171,315	1,203,977	32,662	2.8%
Quality of Life	60,203	54,998	186,110	163,770	(22,340)	-12.0%
Recreation Programs	2,542,852	3,350,247	4,511,833	4,683,100	171,267	3.8%
Special Recreation Leagues	5,393	4,548	5,526	5,800	274	5.0%
Genoveva Chavez Community Ctr.	4,627,196	5,303,254	4,470,678	4,861,429	390,751	8.7%
TOTAL COMMUNITY SERVICES	**25,811,343**	**33,840,445**	**40,457,829**	**40,308,146**	**(149,683)**	**-0.4%**

CITY OF SANTA FE
ECONOMIC DEVELOPMENT DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	1,188,311	1,298,432	1,178,869	1,490,283	311,414	26.4%
Contractuals & Utilities	1,243,111	2,412,327	2,053,125	1,341,204	(711,921)	-34.7%
Supplies	23,296	42,119	8,050	50,050	42,000	521.7%
Insurance	15,360	35,864	32,336	46,231	13,895	43.0%
Other Operating Costs	257,540	434,772	478,888	552,338	73,450	15.3%
Debt Service	20,160	-	-	-	-	N/A
Transfers to Other Funds	1,354,939	1,770,000	-	1,881,486	1,881,486	N/A
TOTAL ECONOMIC DEVELOPMENT	**4,102,716**	**5,993,515**	**3,751,268**	**5,361,592**	**1,610,324**	**42.9%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	2,295,710	2,796,895	901,531	2,848,991	1,947,460	216.0%
Economic Development	1,807,006	2,551,568	2,849,737	2,412,107	(437,630)	-15.4%
Community Development	-	645,052	-	100,494	100,494	N/A
TOTAL ECONOMIC DEVELOPMENT	**4,102,716**	**5,993,515**	**3,751,268**	**5,361,592**	**1,610,324**	**42.9%**

CITY OF SANTA FE
EMERGENCY MANAGEMENT DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	216,948	229,189	236,115	273,538	37,423	15.8%
Contractuals & Utilities	3,166	98,352	103,259	243,021	139,762	135.4%
Repairs & Maintenance	6,465	-	250	250	-	0.0%
Supplies	49,521	103,340	135,160	217,351	82,191	60.8%
Insurance	3,375	7,327	8,071	6,604	(1,467)	-18.2%
Other Operating Costs	151,114	75,253	72,834	131,176	58,342	80.1%
Capital Purchases	-	28,845	109,369	76,158	(33,211)	-30.4%
TOTAL EMERGENCY MANAGEMENT	**430,590**	**542,307**	**665,058**	**948,098**	**283,040**	**42.6%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	167,156	189,176	212,956	335,924	122,968	57.7%
Emergency Services	225,394	258,037	452,102	612,174	160,072	35.4%
Community Development	38,040	95,094	-	-	-	N/A
TOTAL EMERGENCY MANAGEMENT	**430,590**	**542,307**	**665,058**	**948,098**	**283,040**	**42.6%**

CITY OF SANTA FE
FINANCE DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Finance Administration	1,075,282	1,295,439	1,387,745	1,601,441	213,696	15.4%
Accounting	4,308,914	5,383,862	4,971,097	3,097,808	(1,873,289)	-37.7%
Budget	17,015,918	18,200,890	11,549,629	16,387,733	4,838,104	41.9%
Fleet Management	1,478,451	1,529,059	1,642,310	1,758,213	115,903	7.1%
Purchasing	698,493	1,639,225	1,028,261	1,031,152	2,891	0.3%
Treasury	717,778	1,084,953	2,176,159	2,450,138	273,979	12.6%
TOTAL FINANCE DEPARTMENT	**25,294,836**	**29,133,428**	**22,755,201**	**26,326,485**	**3,571,284**	**15.7%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	4,425,344	4,840,314	6,016,684	6,960,781	944,097	15.7%
Contractuals & Utilities	2,683,095	4,124,143	4,250,000	2,482,700	(1,767,300)	-41.6%
Repairs & Maintenance	212,942	163,798	282,546	250,000	(32,546)	-11.5%
Supplies	489,646	550,829	553,389	574,200	20,811	3.8%
Insurance	69,966	153,994	221,956	197,212	(24,744)	-11.1%
Other Operating Costs	604,249	763,676	596,697	574,603	(22,094)	-3.7%
Capital Purchases	16,909	12,292	93,292	20,000	(73,292)	-78.6%
Transfers to Other Funds	16,792,685	18,524,383	10,740,637	15,266,989	4,526,352	42.1%
TOTAL FINANCE DEPARTMENT	**25,294,836**	**29,133,428**	**22,755,201**	**26,326,485**	**3,571,284**	**15.7%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	6,959,811	8,776,466	9,865,327	8,751,208	(1,114,119)	-11.3%
Capital Equipment Reserve	68,897	803,570	-	-	-	N/A
Lodgers' Tax Fund	29,639	93,455	332,933	352,734	19,801	5.9%
Community Development	6,372	-	-	-	-	N/A
Special Projects	-	16,464	-	-	-	N/A
1/2% GRT Income Fund	16,751,667	17,914,415	10,914,631	15,464,330	4,549,699	41.7%
Services to Other Depts	1,478,451	1,529,059	1,642,310	1,758,213	115,903	7.1%
TOTAL FINANCE DEPARTMENT	**25,294,836**	**29,133,428**	**22,755,201**	**26,326,485**	**3,571,284**	**15.7%**

CITY OF SANTA FE
FIRE DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Fire Administration	3,545,496	4,003,767	3,547,652	3,483,855	(63,797)	-1.8%
Fire Operations	17,407,036	20,593,763	20,344,212	25,541,866	5,197,654	25.5%
Support Services	4,686,840	6,226,012	6,130,560	6,877,668	747,108	12.2%
TOTAL FIRE DEPARTMENT	**25,639,372**	**30,823,543**	**30,022,424**	**35,903,389**	**5,880,965**	**19.6%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	21,973,230	25,028,156	23,583,934	29,464,690	5,880,756	24.9%
Contractuals & Utilities	671,728	524,845	772,893	768,885	(4,008)	-0.5%
Repairs & Maintenance	133,034	140,854	207,444	127,674	(79,770)	-38.5%
Supplies	1,515,216	1,812,582	1,458,734	1,655,951	197,217	13.5%
Insurance	288,150	710,451	876,512	776,875	(99,637)	-11.4%
Other Operating Costs	934,854	1,292,611	2,171,214	2,116,782	(54,432)	-2.5%
Capital Purchases	(0)	1,101,042	828,532	992,532	164,000	19.8%
Debt Service	-	89,839	-	-	-	N/A
Transfers to Other Funds	123,161	123,163	123,161	-	(123,161)	-100.0%
TOTAL FIRE DEPARTMENT	**25,639,372**	**30,823,543**	**30,022,424**	**35,903,389**	**5,880,965**	**19.6%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	25,216,546	29,437,443	28,838,817	34,740,216	5,901,399	20.5%
Emergency Services	422,791	1,386,100	1,183,607	1,163,173	(20,434)	-1.7%
Fire Environmental Service	35	-	-	-	-	N/A
TOTAL FIRE DEPARTMENT	**25,639,372**	**30,823,543**	**30,022,424**	**35,903,389**	**5,880,965**	**19.6%**

CITY OF SANTA FE
GENERAL GOVERNMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Mayor's Office	385,072	668,199	609,913	667,169	57,256	9.4%
City Council	481,970	521,385	1,134,000	747,867	(386,133)	-34.1%
City Manager	505,247	701,546	1,232,091	1,252,836	20,745	1.7%
City Attorney	2,498,508	2,939,449	2,967,068	3,147,697	180,629	6.1%
Internal Audit	8,506	837	150,000	150,000	-	0.0%
Municipal Court	1,769,529	1,964,734	2,266,465	2,377,354	110,889	4.9%
Risk Management	6,952,134	7,196,538	9,693,855	8,684,414	(1,009,441)	-10.4%
Safety	2,371,750	1,949,324	4,571,927	4,298,918	(273,009)	-6.0%
TOTAL GENERAL GOVERNMENT	**14,972,717**	**15,942,012**	**22,625,319**	**21,326,255**	**(1,299,064)**	**-5.7%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	4,513,765	5,502,506	6,534,524	6,556,468	21,944	0.3%
Contractuals & Utilities	881,968	1,042,516	1,695,122	1,379,327	(315,795)	-18.6%
Repairs & Maintenance	(5,898)	4,415	-	6,775	6,775	N/A
Supplies	233,176	213,169	387,910	422,928	35,018	9.0%
Insurance	8,560,537	8,118,866	12,727,331	11,642,810	(1,084,521)	-8.5%
Other Operating Costs	717,261	974,726	1,223,312	1,186,947	(36,365)	-3.0%
Capital Purchases	9,408	23,315	55,000	131,000	76,000	138.2%
Transfers to Other Funds	62,500	62,500	2,120	-	(2,120)	-100.0%
TOTAL GENERAL GOVERNMENT	**14,972,717**	**15,942,012**	**22,625,319**	**21,326,255**	**(1,299,064)**	**-5.7%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	5,557,789	6,696,573	8,265,997	8,282,323	16,326	0.2%
Law Enforcement	91,044	99,577	93,540	60,600	(32,940)	-35.2%
Risk Management	7,445,804	7,784,261	10,901,788	9,514,876	(1,386,912)	-12.7%
Workers' Compensation	1,878,080	1,361,601	3,363,994	3,468,456	104,462	3.1%
TOTAL GENERAL GOVERNMENT	**14,972,717**	**15,942,012**	**22,625,319**	**21,326,255**	**(1,299,064)**	**-5.7%**

CITY OF SANTA FE
HUMAN RESOURCES DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	4,343,321	3,505,379	4,191,169	2,042,177	(2,148,992)	-51.3%
Contractuals & Utilities	1,137,858	1,396,034	1,957,640	1,442,277	(515,363)	-26.3%
Supplies	52,956	32,950	59,200	115,320	56,120	94.8%
Insurance	19,966,763	22,670,557	28,866,124	28,297,999	(568,125)	-2.0%
Other Operating Costs	247,074	347,409	361,930	377,220	15,290	4.2%
Transfers to Other Funds	1,677,872	75,000	75,000	75,000	-	0.0%
TOTAL HUMAN RESOURCES	**27,425,845**	**28,027,330**	**35,511,063**	**32,349,993**	**(3,161,070)**	**-8.9%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	6,432,314	4,087,127	4,956,356	2,595,897	(2,360,459)	-47.6%
Special Projects	-	26,862	-	-	-	N/A
Santa Fe Health/Dental	20,953,983	23,834,738	30,414,707	29,678,552	(736,155)	-2.4%
Unemployment Claims	39,548	78,602	140,000	75,544	(64,456)	-46.0%
TOTAL HUMAN RESOURCES	**27,425,845**	**28,027,330**	**35,511,063**	**32,349,993**	**(3,161,070)**	**-8.9%**

CITY OF SANTA FE
INFORMATION TECHNOLOGY & TELECOMMUNICATIONS - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
ITT Administration	1,648,861	5,208,743	1,438,262	2,466,666	1,028,404	71.5%
End User Services	789,607	870,468	877,817	995,253	117,436	13.4%
Enterprise Application Services	2,127,223	2,254,979	3,294,093	2,752,479	(541,614)	-16.4%
Enterprise Project Management	2,170,656	5,413,378	1,598,326	1,688,210	89,884	5.6%
Infrastructure Services	4,694,466	4,866,317	7,546,627	7,116,949	(429,678)	-5.7%
TOTAL INFO. TECH. & TELECOMM.	**11,430,812**	**18,613,884**	**14,755,125**	**15,019,557**	**264,432**	**1.8%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	3,140,322	5,438,875	5,077,327	5,754,695	677,368	13.3%
Contractuals & Utilities	1,879,490	4,026,467	2,515,802	2,395,326	(120,476)	-4.8%
Repairs & Maintenance	137,916	97,865	730,807	171,000	(559,807)	-76.6%
Supplies	1,069,599	1,246,244	2,640,688	1,943,221	(697,467)	-26.4%
Insurance	58,280	97,986	199,165	154,947	(44,218)	-22.2%
Other Operating Costs	2,973,931	3,061,424	2,846,209	2,744,100	(102,109)	-3.6%
Capital Purchases	-	427,312	622,715	498,715	(124,000)	-19.9%
Debt Service	13,251	967,711	-	-	-	N/A
Transfers to Other Funds	2,158,022	3,250,000	122,412	1,357,553	1,235,141	1009.0%
TOTAL INFO. TECH. & TELECOMM.	**11,430,812**	**18,613,884**	**14,755,125**	**15,019,557**	**264,432**	**1.8%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Special Projects	-	3,107,645	-	-	-	N/A
1/2% GRT Income Fund	2,204,755	3,652,744	560,000	1,598,753	1,038,753	185.5%
Services to Other Depts	9,226,057	11,853,495	14,195,125	13,420,804	(774,321)	-5.5%
TOTAL INFO. TECH. & TELECOMM.	**11,430,812**	**18,613,884**	**14,755,125**	**15,019,557**	**264,432**	**1.8%**

CITY OF SANTA FE
METROPOLITAN REDEVELOPMENT AGENCY - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	-	95,505	279,353	304,396	25,043	9.0%
Contractuals & Utilities	-	-	271,326	271,326	-	0.0%
Supplies	-	2,755	2,500	2,500	-	0.0%
Other Operating Costs	-	578	16,333	16,333	-	0.0%
TOTAL METRO. REDEV. AGENCY	**-**	**98,838**	**569,512**	**594,555**	**25,043**	**4.4%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Economic Development	-	98,838	569,512	594,555	25,043	4.4%
TOTAL METRO. REDEV. AGENCY	**-**	**98,838**	**569,512**	**594,555**	**25,043**	**4.4%**

CITY OF SANTA FE
PLANNING & LAND USE DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Land Use Administration	1,914,739	2,367,400	3,035,301	2,795,125	(240,176)	-7.9%
Building Permit Division	733,490	761,270	951,378	918,364	(33,014)	-3.5%
Enforcement Division	-	-	11,120	11,120	-	0.0%
Historic Preservation	480,720	512,549	586,301	596,405	10,104	1.7%
Inspections Division	1,718,363	1,887,809	2,026,298	2,191,763	165,465	8.2%
Planning Division	677,673	789,780	684,837	1,106,288	421,451	61.5%
Technical Review	583,117	514,484	820,971	734,037	(86,934)	-10.6%
TOTAL PLANNING & LAND USE	**6,108,102**	**6,833,293**	**8,116,206**	**8,353,102**	**236,896**	**2.9%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	5,000,577	5,286,648	5,763,971	6,357,205	593,234	10.3%
Contractuals & Utilities	381,167	462,952	1,263,431	755,380	(508,051)	-40.2%
Repairs & Maintenance	315	-	3,374	2,549	(825)	-24.5%
Supplies	74,156	76,239	54,156	107,770	53,614	99.0%
Insurance	89,008	216,514	254,816	235,669	(19,147)	-7.5%
Other Operating Costs	562,879	790,940	776,235	659,529	(116,706)	-15.0%
Capital Purchases	-	-	-	235,000	235,000	N/A
Transfers to Other Funds	-	-	223	-	(223)	-100.0%
TOTAL PLANNING & LAND USE	**6,108,102**	**6,833,293**	**8,116,206**	**8,353,102**	**236,896**	**2.9%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	6,038,513	6,767,088	8,018,508	8,263,413	244,905	3.1%
Impact Fees Fund	50,066	52,555	97,698	89,689	(8,009)	-8.2%
Historic Preservation	19,523	13,650	-	-	-	N/A
TOTAL PLANNING & LAND USE	**6,108,102**	**6,833,293**	**8,116,206**	**8,353,102**	**236,896**	**2.9%**

CITY OF SANTA FE
POLICE DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Police Administration	9,341,699	16,998,485	17,304,122	16,292,637	(1,011,485)	-5.8%
Police Operations	19,598,738	22,776,915	22,600,378	25,820,842	3,220,464	14.2%
TOTAL POLICE DEPARTMENT	**28,940,437**	**39,775,400**	**39,904,500**	**42,113,479**	**2,208,979**	**5.5%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	22,620,685	25,612,137	26,482,064	29,652,902	3,170,838	12.0%
Contractuals & Utilities	980,675	963,171	1,522,020	1,652,589	130,569	8.6%
Repairs & Maintenance	57,915	136,043	217,489	199,571	(17,918)	-8.2%
Supplies	945,526	948,770	1,348,159	1,048,408	(299,751)	-22.2%
Insurance	474,388	1,166,076	1,994,332	1,804,304	(190,028)	-9.5%
Other Operating Costs	3,861,248	6,220,180	7,097,520	6,232,342	(865,178)	-12.2%
Capital Purchases	-	4,729,022	1,242,916	1,523,363	280,447	22.6%
TOTAL POLICE DEPARTMENT	**28,940,437**	**39,775,400**	**39,904,500**	**42,113,479**	**2,208,979**	**5.5%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	26,759,108	34,491,909	35,321,925	36,813,085	1,491,160	4.2%
Animal Services	1,114	64,883	28,050	4,705	(23,345)	-83.2%
Law Enforcement	2,180,216	5,218,608	4,554,525	5,295,689	741,164	16.3%
TOTAL POLICE DEPARTMENT	**28,940,437**	**39,775,400**	**39,904,500**	**42,113,479**	**2,208,979**	**5.5%**

CITY OF SANTA FE
PUBLIC UTILITIES DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Public Utilities Administration	3,164,904	3,439,284	2,532,715	4,093,704	1,560,989	61.6%
Environmental Services	13,650,749	16,396,144	21,322,983	24,771,157	3,448,174	16.2%
Utility Customer Service	4,717,819	5,209,828	7,822,810	9,386,993	1,564,183	20.0%
Wastewater Management	12,658,983	15,020,899	18,998,947	22,709,242	3,710,295	19.5%
Water Operations	31,152,010	34,734,757	35,476,440	39,730,768	4,254,328	12.0%
TOTAL PUBLIC UTILITIES	**65,344,464**	**74,800,912**	**86,153,895**	**100,691,864**	**14,537,969**	**16.9%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	11,691,098	18,419,827	22,853,414	25,224,532	2,371,118	10.4%
Contractuals & Utilities	12,226,176	11,803,762	17,837,607	21,543,173	3,705,566	20.8%
Repairs & Maintenance	2,522,266	3,275,335	4,673,812	5,502,600	828,788	17.7%
Supplies	2,788,594	2,494,884	3,344,946	4,476,977	1,132,031	33.8%
Insurance	786,578	1,915,740	1,321,677	1,387,124	65,447	5.0%
Other Operating Costs	24,342,594	26,688,716	17,468,046	19,075,526	1,607,480	9.2%
Capital Purchases	7,386	(16,076)	2,885,000	4,996,700	2,111,700	73.2%
Debt Service	2,479,863	2,541,386	5,557,329	5,584,253	26,924	0.5%
Transfers to Other Funds	8,499,910	7,677,338	10,212,064	12,900,979	2,688,915	26.3%
TOTAL PUBLIC UTILITIES	**65,344,464**	**74,800,912**	**86,153,895**	**100,691,864**	**14,537,969**	**16.9%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Resource Conservation	1,052,408	957,664	1,528,544	1,551,263	22,719	1.5%
Community Development	32,260	21,411	12,000	-	(12,000)	-100.0%
Waste Water Management	12,658,983	15,020,899	18,998,947	22,709,242	3,710,295	19.5%
Water Management	31,152,010	34,734,757	35,476,440	39,730,768	4,254,328	12.0%
Environmental Services	13,498,888	16,369,733	20,810,983	24,271,157	3,460,174	16.6%
Utilities Administration	6,949,915	7,696,448	9,326,981	12,429,434	3,102,453	33.3%
TOTAL PUBLIC UTILITIES	**65,344,464**	**74,800,912**	**86,153,895**	**100,691,864**	**14,537,969**	**16.9%**

CITY OF SANTA FE
PUBLIC WORKS DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Public Works Administration	884,396	1,200,030	1,023,710	1,425,488	401,778	39.2%
Facilities Maintenance	12,024,051	12,260,213	13,269,196	15,254,797	1,985,601	15.0%
Metropolitan Planning Organization	423,873	434,664	543,228	550,173	6,945	1.3%
Municipal Recreation Complex	1,916,446	5,051,856	4,987,328	7,843,879	2,856,551	57.3%
Parking Division	4,949,343	5,541,877	5,614,714	5,996,713	381,999	6.8%
Parks Division	10,296,945	13,918,361	14,970,467	15,613,553	643,086	4.3%
Complete Streets Division	12,433,004	18,806,207	11,464,535	11,896,032	431,497	3.8%
Transit	7,159,092	9,568,274	12,163,426	12,529,528	366,102	3.0%
TOTAL PUBLIC WORKS	**50,087,150**	**66,781,482**	**64,036,604**	**71,110,163**	**7,073,559**	**11.0%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	16,884,071	21,808,242	26,404,200	27,510,356	1,106,156	4.2%
Contractuals & Utilities	10,626,072	12,433,174	13,926,735	15,630,403	1,703,668	12.2%
Repairs & Maintenance	3,752,545	2,581,244	3,090,178	3,480,555	390,377	12.6%
Supplies	2,501,609	2,227,847	2,580,252	2,346,667	(233,585)	-9.1%
Insurance	1,022,145	2,315,341	2,021,615	2,166,614	144,999	7.2%
Other Operating Costs	8,345,983	9,130,926	5,745,144	5,629,004	(116,140)	-2.0%
Capital Purchases	965,019	5,091,534	4,307,464	4,136,032	(171,432)	-4.0%
Debt Service	1,130,383	1,162,381	3,721,981	4,479,000	757,019	20.3%
Transfers to Other Funds	4,859,323	10,030,792	2,239,035	5,731,532	3,492,497	156.0%
TOTAL PUBLIC WORKS	**50,087,150**	**66,781,482**	**64,036,604**	**71,110,163**	**7,073,559**	**11.0%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	20,562,355	28,985,909	24,207,503	29,596,796	5,389,293	22.3%
Resource Conservation	164,613	168,117	181,508	185,517	4,009	2.2%
City Drainage Fund	705,482	1,089,736	3,640,904	3,316,540	(324,364)	-8.9%
Impact Fees Fund	1,335,558	2,106,152	-	-	-	N/A
Transportation Grants	512,570	501,535	686,240	679,552	(6,688)	-1.0%
Community Development	(0)	1,117,260	-	-	-	N/A
Plaza Use Fund	51,166	43,914	133,300	35,500	(97,800)	-73.4%
Public Facilities Fund	123,267	145,696	-	-	-	N/A
Quality of Life	106,948	95,696	150,000	251,650	101,650	67.8%
Streets & Roadways	3,236,006	2,730,650	2,760,064	1,762,470	(997,594)	-36.1%
1/2% GRT Income Fund	2,886,672	4,798,712	3,017,160	4,403,702	1,386,542	46.0%
Railyard Properties	1,264,412	1,397,210	2,019,217	2,787,346	768,129	38.0%
Midtown Campus	5,201,918	4,784,087	4,618,252	4,773,939	155,687	3.4%
Municipal Recreation Complex	1,916,446	3,773,528	4,987,328	4,920,289	(67,039)	-1.3%
Parking	4,949,343	5,541,877	5,614,714	5,996,713	381,999	6.8%
Transit Bus System	7,070,396	9,501,404	12,020,414	12,400,149	379,735	3.2%
TOTAL PUBLIC WORKS	**50,087,150**	**66,781,482**	**64,036,604**	**71,110,163**	**7,073,559**	**11.0%**

CITY OF SANTA FE
SANTA FE FILM OFFICE - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	-	-	-	304,955	304,955	N/A
Contractuals & Utilities	-	-	-	45,000	45,000	N/A
Supplies	-	-	-	20,000	20,000	N/A
Other Operating Costs	-	-	-	135,000	135,000	N/A
TOTAL SANTA FE FILM OFFICE	**-**	**-**	**-**	**504,955**	**504,955**	**N/A**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Santa Fe Film Office	-	-	-	504,955	504,955	N/A
TOTAL SANTA FE FILM OFFICE	**-**	**-**	**-**	**504,955**	**504,955**	**N/A**

CITY OF SANTA FE
TOURISM SANTA FE - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Santa Fe Civic Center	5,004,739	5,919,304	8,733,252	8,605,275	(127,977)	-1.5%
Visitors Bureau	5,049,344	5,807,609	6,703,686	7,663,875	960,189	14.3%
TOTAL TOURISM SANTA FE	**10,054,083**	**11,726,913**	**15,436,938**	**16,269,150**	**832,212**	**5.4%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	2,695,975	3,386,663	3,923,064	4,136,679	213,615	5.4%
Contractuals & Utilities	1,307,984	1,295,969	1,897,300	2,241,100	343,800	18.1%
Repairs & Maintenance	111,049	136,189	177,500	186,000	8,500	4.8%
Supplies	247,814	220,193	212,550	224,950	12,400	5.8%
Insurance	54,876	137,973	171,541	164,531	(7,010)	-4.1%
Other Operating Costs	4,684,388	5,981,009	6,045,459	6,049,807	4,348	0.1%
Capital Purchases	56,236	65,843	1,145,000	1,350,000	205,000	17.9%
Debt Service	726,450	450,787	1,770,198	1,758,386	(11,812)	-0.7%
Transfers to Other Funds	169,311	52,286	94,326	157,697	63,371	67.2%
TOTAL TOURISM SANTA FE	**10,054,083**	**11,726,913**	**15,436,938**	**16,269,150**	**832,212**	**5.4%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Lodgers' Tax Fund	5,049,344	5,807,609	6,703,686	7,663,875	960,189	14.3%
Santa Fe Convention Center	5,004,739	5,919,304	8,733,252	8,605,275	(127,977)	-1.5%
TOTAL TOURISM SANTA FE	**10,054,083**	**11,726,913**	**15,436,938**	**16,269,150**	**832,212**	**5.4%**

FIR No. 10676.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Adopting the City of Santa Fe's Fiscal Year 2025-2026 Operating Budget

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Finance Department

Staff Completing FIR: Andy Hopkins, Budget Officer **Date:** April 15, 2025 **Phone:** (505) 955-6177

Reviewed by City Attorney: Erin McSherry Erin McSherry (May 2, 2025 16:37 MDT) **Date:** 05/02/2025

Reviewed by Finance Director: _____ **Date:** _____

Summary:
This Resolution would adopt the Fiscal Year 2025-2026 ("FY26") operating budget ("Budget") for the City of Santa Fe, totaling $479,438,592; detail on the Budget is provided in the tables attached to the Resolution.

Departments Affected:
All City Departments

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not have a budget for the upcoming fiscal year to submit for approval by the Local Government Division of the New Mexico Department of Finance and Administration.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
N/A

Performance and Administrative Implications:
The FY26 Budget sets a fiscally sustainable course for the City, while making investments to deliver exceptional services for Santa Fe.

Fiscal Implications:
The recommended FY26 All Funds operating expenditure budget of $479,438,592 is detailed in the tables attached to the Resolution, and in the tables shown below.

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 Services	$ 0	$170,291,019	$ 0	N	R & NR	various	$170,291,019
Operating Expenses	$ 0	$192,582,628	$ 0	N	R & NR	various	$192,582,628
Capital Outlay	$ 0	$ 14,196,511	$ 0	N	R & NR	various	$ 14,196,511
Debt Service	$ 0	$ 22,561,097	$ 0	N	R & NR	various	$ 22,561,097
Transfers Out	$ 0	$ 79,807,337	$ 0	N	R & NR	various	$ 79,807,337
Total:	$ 0	$479,438,592	$ 0				$479,438,592

Expenditure Narrative:

The FY26 proposed budget meets the City's financial obligations, including retirement plan and other personnel increases, and leverages the City's resources into shared goals. The proposed FY26 "All Funds" expenditures of $479,438,592 reflects an increase of $39,359,851, or 8.9%, when compared to Fiscal Year 2024-2025 ("FY25") original budgeted levels.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
Taxes	$ 0	$207,207,967	$ 0	R	various
Licenses & Permits	$ 0	$ 4,126,300	$ 0	R	various
Fees/Service Charges	$ 0	$154,077,918	$ 0	R	various
Fines & Forfeitures	$ 0	$ 695,403	$ 0	R	various
Miscellaneous	$ 0	$ 10,635,097	$ 0	R	various
Intergovernmental	$ 0	$ 10,036,224	$ 0	R	various
Interest Earnings	$ 0	$ 15,313,783	$ 0	R	various
Transfers In	$ 0	$ 80,111,371	$ 0	R	various
Total	$ 0	$482,204,063	$ 0	R	various

Revenue Narrative:

The recommended FY26 all funds revenue of $482,204,063 reflects an increase of $33,261,579, or 7.4%, when compared to FY25 original budgeted levels.

Signature: Andy Hopkins

Email: ajhopkins@santafenm.gov

Signature:

Email: mscott@santafenm.gov