



Agenda

**Regular Meeting of the Public
Works and Utilities Committee
July 20, 2026 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue**

Procedures for Public Works and Utilities Committee Meeting

Viewing: *If the relevant technology is available to record the meeting in City Hall,* members of the public may stream the meeting live on the [City of Santa Fe's YouTube channel](#). The YouTube live stream can be accessed from most smartphones, tablets, or computers.

The video recording, *if created*, of this and all past meetings of the Public Works and Utilities Committee will also remain available for viewing at any time on the [City's YouTube channel](#). Staff is available to help members of the public access pre-recorded Governing Body meetings online at any time during normal business hours. Please call 955-6521 for assistance.

If relevant technology is available and functioning for City use, the following options may be available:

Virtual Public Comment: To provide public comment virtually, you must join the Zoom meeting by internet or phone, using the following link:

- Internet: [Join the Zoom](#) meeting on the internet using a computer, laptop, smartphone, or tablet. Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
- Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: - Webinar ID: Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Chair to speak at the appropriate time.

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Public Comment
6. Presentations
 - a. Presentation by the Santa Fe Metropolitan Planning Organization Division

Director, Providing an Overview of the Division Purpose, Mission, and Operations. (Erick Aune, SFMPO Division Director, Public Works Department; ejaune@santafenm.gov)

- b. Public Works Department Employees of the Month for July 2026: Michael Ortega, Shaun Montoya, and Tim Farrell. (Sam Burnett, Public Works Department Director; jsburnett@santafenm.gov)
- c. Public Utilities Department Employee of the Month for July 2026: Patricio Pacheco, Water Conservation Specialist. (Chistine Chavez, Water Conservation Manager, cychavez@santafenm.gov)

7. Action Items: Consent Agenda

- a. Request for Approval of the June 29, 2026, Public Works and Utilities Committee Review Minutes. (Norma Sutor, Administrative Assistant; nasutor@santafenm.gov)
- b. Request for Approval of Amendment No. 3 to Professional Services Agreement Item #23-0544 with Huitt-Zollars Inc. to Expand Scope of Work for Design Services to Prepare Area Drainage Report, Increase Compensation by \$195,965 for a New Total Amount of \$1,419,037 Including NMGR, and Extend the Term to June 30, 2029. (Caryn Grosse, Public Works Project Manager III; clgrosse@santafenm.gov)

Committee Review

Public Works and Utilities Committee: 07/20/2026

Finance Committee: 07/27/2026

Governing Body: 07/29/2026

- c. Request for Approval of a Construction Contract with TLC Services, LLC for Replacement of the Energy Management System for the City-Owned Facility Leased by La Familia Medical Center in the Total Amount of \$229,340 Including NMGR through July 4, 2027. (Marlisa B. Wilson, Public Works Project Manager; mbwilson@santafenm.gov)

Committee Review

Public Works and Utilities Committee: 07/20/2026

Finance Committee: 07/27/2026

Governing Body: 07/29/2026

- d. Request for Approval of a Construction Contract with AnchorBuilt Inc. for On-Call HVAC Installation and Maintenance Services in the Total Amount of \$1,000,000 for a Four-Year Term. (Fred Heerbrandt, Engineer Supervisor, Public Utilities; pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of \$250,000 from the Wastewater Enterprise Fund to Service Contracts.

Committee Review

Public Works and Utilities Committee: 07/20/2026

Finance Committee: 07/27/2026

Governing Body: 07/29/2026

- e. Request for Approval of General Services Contract with Heads Up Contractors, LLC for On-Call Landscape, Snow and Ice Control in the Total Amount of \$1,081,875 Including NMGR for a Ten-Year Term. (Sebastian Gallegos, Airport Project Manager; sfgallegos@santafenm.gov)

Committee Review

Public Works and Utilities: 07/20/2026

Finance Committee: 07/27/2026

Governing Body: 07/29/2026

- f. Request for Approval of Amended and Restated Buckman Direct Diversion Shared Pool Agreement Between City of Santa Fe and Santa Fe County. (Jesse Roach, Interim Public Utilities Department Director; jdroach@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 07/20/2026

Finance Committee: 07/27/2026

Governing Body: 07/29/2026

- g. Request For Approval of Lease Agreement at Santa Fe Regional Airport With Uzochi, Inc. to Provide Fixed Base Operator Aviation Services and Set Rent to \$182,400 Per Year With an Escalation of Two Percent Per Year for the Lease of Hangars 1005 and 1006, and Unimproved Land to Accommodate Fuel Truck to Fuel Truck Transfers. (Jimmy Gunn, Airport Security Coordinator; jdgunn@santafenm.gov, Terry Lease, Asset Development Manager; tlease@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 07/20/2026

Finance Committee: 07/27/2026

Governing Body: 07/29/2026

- h. CONSIDERATION OF RESOLUTION NO. 2026-_____. (Councilor Paul Bustamante and Councilor Patricia Feghali).
A Resolution Approving the Updated Santa Fe Trails Title IV Program and

Directing the City Manager to Authorize its Submission to the Federal Transit Administration. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

Committee Review:

Governing Body (Introduced): 07/08/2026

Public Works and Utilities Committee: 07/20/2026

Quality of Life Committee: 07/22/2026

Governing Body: 07/29/2026

8. Action Items: Discussion Agenda

9. Introduction of Legislation

- a. CONSIDERATION OF RESOLUTION NO. 2026-____. (Mayor Michael Garcia).

A Resolution Approving Budget Amendments and Associated New Mexico Department of Finance and Administration/ Local Government Division Schedules Summarizing the Fourth Quarter Amendments and Requesting that the New Mexico Department of Finance and Administration Approve the City of Santa Fe's Fourth Quarter Budget Amendments for Fiscal Year 2026. (Christina Martinez, Senior Budget Analyst; cfmartinez@santafenm.gov, Andrew Hopkins, Budget Officer; ajhopkins@santafenm.gov)

Committee Review:

Public Works and Utilities Committee (Introduction): 07/20/2026

Quality of Life Committee: 07/22/2026

Finance Committee: 07/27/2026

Governing Body: 07/29/2026

10. Executive Session

11. Matters from Staff

12. Matters from the Committee

13. Matters from the Chair

14. Next Meeting: Monday, August 3, 2026

15. 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.



MPO Division Overview Public Works and Utilities Committee

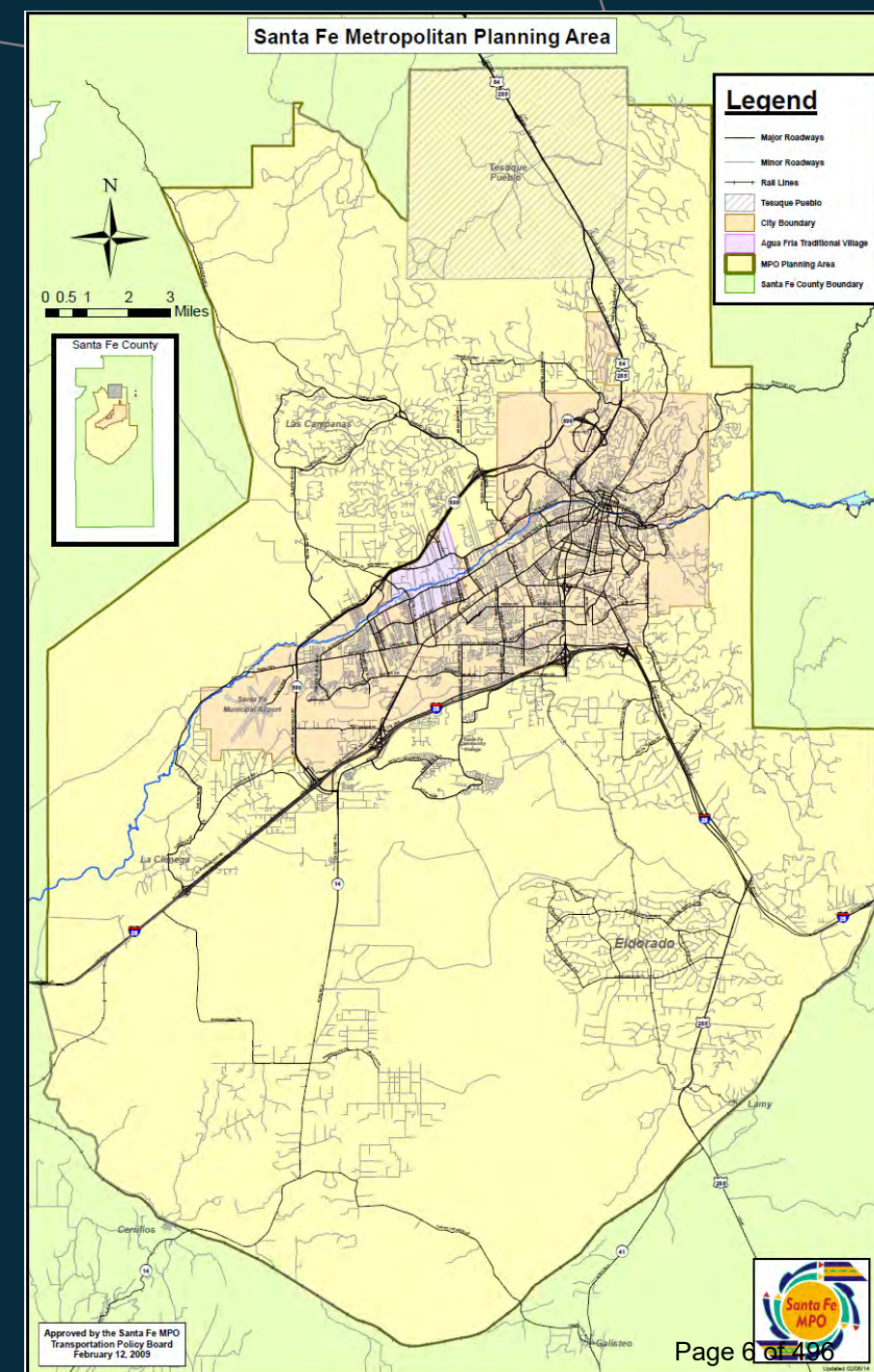
July 20, 2026

Erick Aune, *FAICP, PTP*
Santa Fe MPO Director



Organizational Structure

- The Santa Fe Metropolitan Planning Organization (MPO) has been serving the Santa Fe metropolitan area since 1982, providing transportation planning services to the City, County, State (NMDOT) and Pueblo of Tesuque.
- The MPO is an independent governmental organization developed in accordance with Federal Code of Regulations or Title 23 CFR Part 450 and Title 49 CFR Part 613 and a Joint Powers Agreement between the City, County and Pueblo of Tesuque.
- The City of Santa Fe serves as the Fiscal Agent for the MPO and provides administrative support.
- Staffing, Memberships, and Organizational Protocols are detailed in Membership By-Laws.



Organizational Structure

- The MPO currently has three staff persons:
 - Leah Yngve, MSPH Senior Transportation Planner
 - Carrie Tremblatt, Senior Transportation Planner
 - Erick Aune, FAICP, PTP, Director
- The MPO is federally funded via two Federal Planning Grants
 1. Federal Highway Administration Section 112 PL Grant
 2. Federal Transit Authority Section 5303 PL Grant
- The City and the County share the 20% Required Cash Match
- The grants are formulaic based on the Urbanized Statistical Area with an approximate annual funding plus local cash match at \$490,761



Governance Structure

Transportation Policy Board (TPB) – Elected officials from member agencies; decision-making authority

Technical Coordinating Committee (TCC) – Staff-level advisory body from member agencies

Advisory Members – FHWA and FTA (non-voting)



Organizational Purpose

The MPO is required to carry out several federal requirements to be in compliance with the federal funding:

1. The Unified Planning Work Program or UPWP
2. The Metropolitan Transportation Plan or MTP
3. The Transportation Improvement Program or TIP
4. The Public Participation Plan or PPP
5. Transportation Performance Management
6. Title VI Plan – Compliance with Civil Rights Act 1964
7. Transportation Data Management – Volume/Crash/Speed
8. Travel Demand Model –**identify transportation needs by evaluating travel and demographic data for passenger and freight volume forecasts**



Organizational Purpose

Mission:

The Santa Fe MPO creates a forum for cooperative transportation decision-making for the metropolitan planning area.

Core Purpose:

- Facilitate cooperation, consistency, and connectivity between all transportation planning efforts within the Santa Fe metropolitan area
- Promote a multi-modal, regional transportation system that is safe, energy-efficient, and fiscally efficient
- Maximize community connectivity
- Serve the mobility needs of all citizens



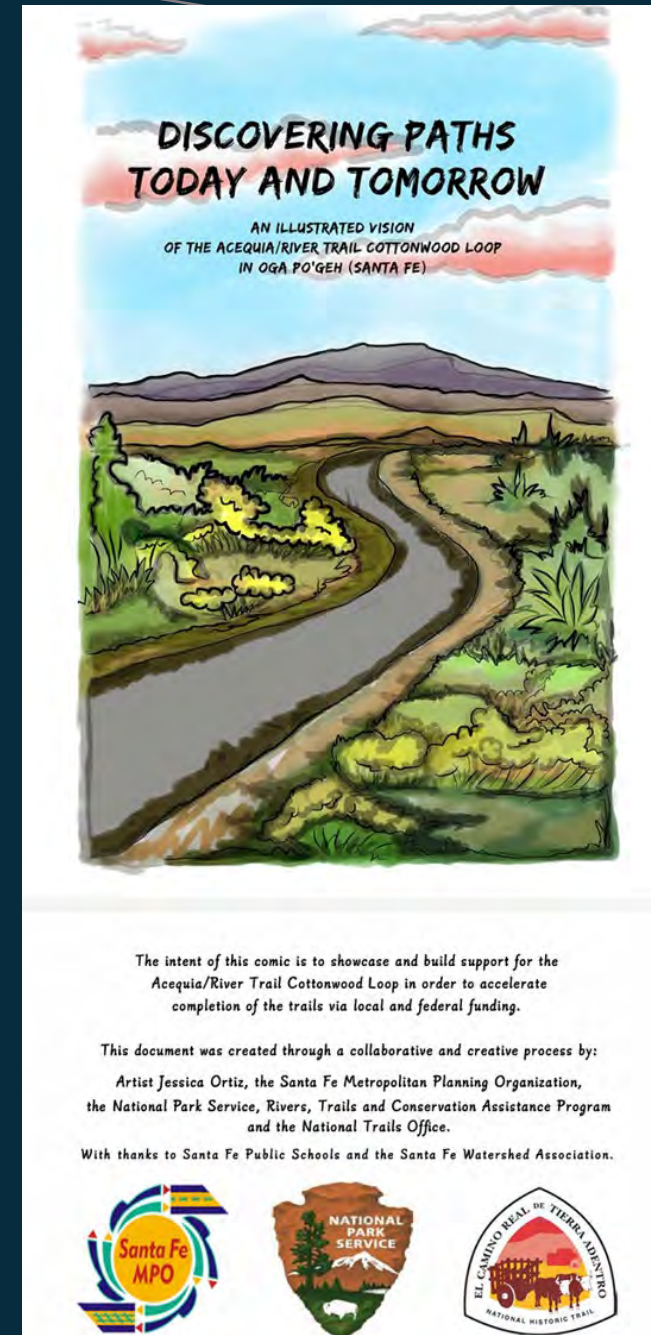
Organizational Purpose – Supporting Public Works Mission

The MPO channels federal transportation funding into the region, coordinates regional transportation planning across jurisdictions, and provides data-driven guidance for capital investment priorities — directly informing City, County and State project planning, design, and construction.

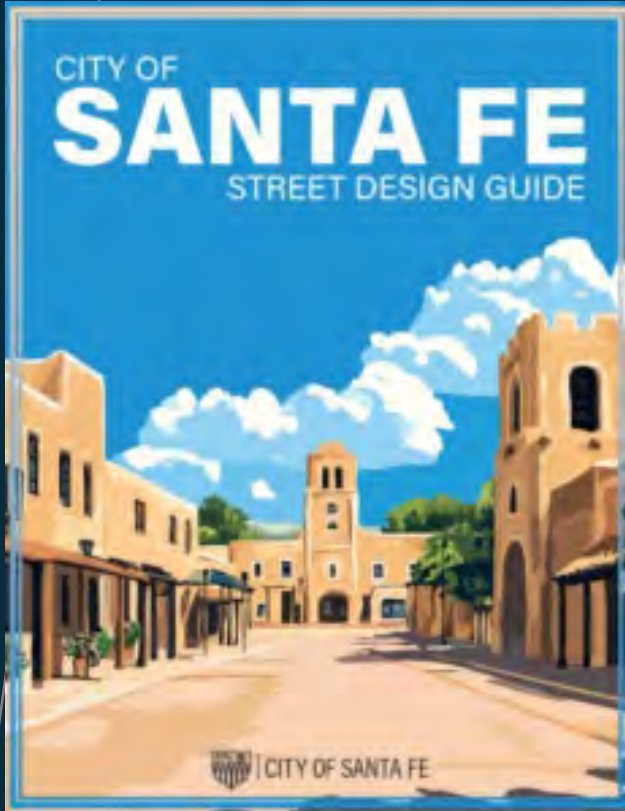


Key Accomplishments 2022 – 2025

- ✓ Complete Streets Resolutions (2022)
- ✓ Multimodal Transition Plan (2022)
- ✓ Local Road Safety Plan (2022)
- ✓ Neighborhood Street Safety Study (2023)
- ✓ Acequia/River Trail Illustrated Vision (2023)
- ✓ Transportation Impact Analysis Guidelines (2024)
- ✓ 2025–2050 Metropolitan Transportation Plan (Adopted 2025)
- ✓ TIP Obligated Projects (2025) The Transportation Improvement Program represented nearly \$16 million in road and trail improvements obligated in FFY2025.
- ✓ Bicycle Master Plan updated with new projects and
- ✓ Safer Bicycle Facility Study Adopted (2025)



Goals for FY27 and beyond: Immediate



Having the City adopt the City of Santa Fe Street Design Guide with updates to the Traffic Impact Analysis Guide is the number one priority for FY27

The Guide represents an 80-year turning point for the City which for an entire generation has relied on state and federal road standards mostly developed for highways and high-speed arterials to govern the geometrics of our roadway network.

The Guide reshuffles the core values and priorities deck at its foundation, putting safety first and prioritizes walking, biking and transit over single passenger vehicle travel.

The Guide focus on designing Streets not Roads in our complex urbanized system.

Goals for FY27 and beyond: Near Term

Support the City, County and State in completing or moving toward completion of significant network improvements for safety.



1. Camino de Montano and 599 intersection. NMDOT
2. Rail Trail Phase 4 – County
3. Arroyo Hondo Trail Phase 2 – County
4. River Trail to San Ysidro– County
5. Acequia Trail at South Meadows – City
6. Henry Lynch Road – City/County
7. N. Guadalupe Post-Construction Safety Analysis – City
8. Paseo de Peralta Safety Design – City
9. Bicycle Parking Installation – City



Goals for FY27 and beyond: Near-Term

Data and Technology

Take advantage of advances in technology investing in data platforms that deliver quality data and information in minutes or seconds.

- This includes Urban SDK 2021 – Speed – Volume – Delay - Trends
- Waypoint Transit 2025 – AI Driven Crash Data Reporting
- Waypoint Transit 2026 – Custom Built AI Driven Query Program aggregating hundreds of local, regional and national plans, policies, standards, laws, codes, data and more delivering analysis in seconds!





URBANSDK

White Paper • Traffic Volumes
(AADT, AAHT, VMT)



URBANSDK

White Paper • Collision Index



Traffic Count (TCDS)

HomeLocateLocate AllEmail ThisAuto-Locate

Quick SearchAdvanced SearchMap Search

Choose What To Search By

Select a Frequently Used Option

Location ID

County

Functional Class

Rural/Urban

Category

Perm Station

WIM Station

Count

Browse All Options

Please Choose...

Selections

Clear AllAdd Group

LOCATION ID

Included in List: 22834

Search

Google

The **Advanced Search** can be used to find locations and data in different ways and tools. For help on how to use the tools, see the online guide found [here](#).



Santa Fe Safety Dashboard

Crash Analysis & Safety Insights

BasemapSelect PathSelect Area

Top 10 Most Dangerous Intersections

Use filters below to recalculate

1. Cerrillos Road x South Saint Francis Drive

654

2. Airport Road x Cerrillos Road x Rodeo Road

607

3. Cerrillos Road x Zafarano Drive

512

4. Cerrillos Road x Osage Avenue x Saint Michaels Drive

499

5. Cerrillos Road x Richards Avenue

422

6. South Saint Francis Drive x West Zia Road

382

7. South Saint Francis Drive x West Cordova Road

378

8. Cerrillos Road x Siler Road

363

9. Siringo Road x South Saint Francis Drive

354

10. Airport Road x Meadows Road x South Meadows Road

339

Filters

Clear all

PrimaryTimeDatabase

Severity

Fatal CrashInjury CrashProperty Damage Only Crash

Vulnerable Road Users

PedestrianBicycleMotorcycle

High Injury Network

Within 50 ft of HIN

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Long-Term Strategic Direction :



- Invest in technological advances that enable and empower the Santa Fe MPO and Member agencies to be more efficient and effective.
- Safety – Identify local safety hot spots and seek short term low cost mitigation and countermeasures.
- Public Health – Support healthy lifestyles through active transportation
- Social Equity – Equitable investments enabling quality of life for all
- System Preservation – Develop street network maintenance cost calculator and demonstrate opportunities to reduce maintenance costs in the long term.



if these streets could talk...



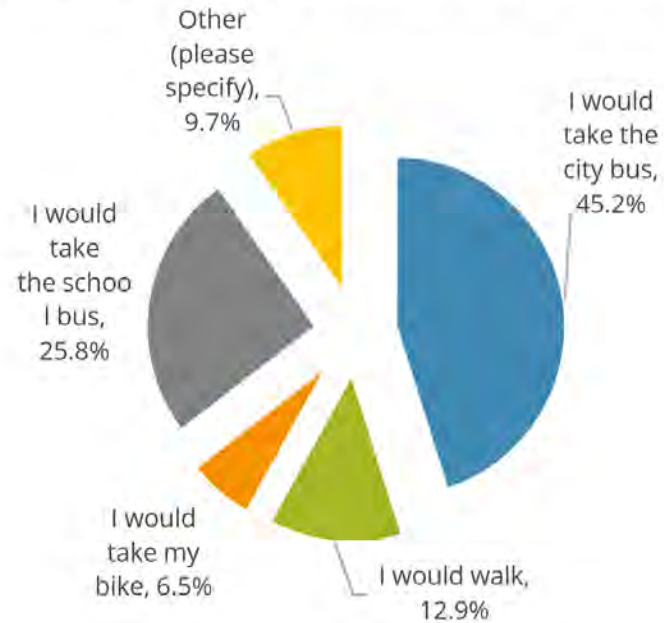
Long-Term Strategic Direction :

- Multimodal Mobility – Accessible, connected, integrated system
- Congestion Relief – Efficient, reliable system leveraging emerging technologies
- Economic & Community Vitality – Leverage opportunities to invest in transportation related project that support local economic and neighborhood development.
- Environmental Stewardship – Partner with City/County Sustainability Leadership to support the reduction of green house gas emissions.
- Partnership & Regional Funding – Collaboration in planning, funding, and implementation



Beyond Checking the Public Engagement Box

FIGURE 3. IF BEING DRIVEN OR DRIVING A CAR WAS NOT
OPTION FOR YOU, HOW WOULD YOU GET TO SCHOOL?



Santa Fe

MPO

news & updates

January 2026 new year's resolution: more trails!

Please enjoy the [Santa Fe Metropolitan Planning Organization's Quarterly Newsletter](#), where people-powered transportation planning happens! Each quarter we share developments in our programs, plans, and projects driven by the voice of the public.

Para solicitar una traducción al español, envíe un correo electrónico a kyngye@santafemetro.gov.

Input Requested!

NMDOT Active Transportation Plan

The New Mexico Department of Transportation (NMDOT) is developing an [Active Transportation Plan](#) to guide future bicycle and pedestrian improvements on state roads.

Please share your perspectives via this public survey ([English](#), [Spanish](#))! The survey will be open until January 15, 2026.

Your input will help NMDOT better understand and respond to the needs of people walking, biking, and rolling across New Mexico.

More information about the NMDOT ATP may be found at <https://active-transportation-plan.nmdot.hub.arcgis.com/>.

Trail Progress

Tierra Contenta Trail

Construction is underway on the Tierra Contenta Trail from the [existing trail terminus](#) near Buffalo Grass Road to South Meadows Road. When the trail is completed, it will help connect neighborhoods to Sweeney Elementary School and Ortiz Middle School, both located on South Meadows Road.

Acequia Trail

The Acequia Trail from the South Meadows and Rufina Street [roundabout](#) to San Felipe Road and the [El Camino Real Trail](#) at Agua Fria is currently undergoing design with construction slated to begin this fall. This project is one leg of an [envisioned loop](#) in the southside that will open the door to safer transportation and recreation options.

What type of design helps businesses?

Handwritten notes: • Multiple shops • Sidewalk cafe • People walking		
Commercial with outdoor seating	Bus only lane with stations	Mixed use - retail/public space
Improved pedestrian crossings	Parking lot reuse	Parking on the side or back of building
Separated bike boulevards	Retail next to sidewalks	Pedestrian only corridor

Beyond Checking the Public Engagement Box

METROPOLITAN TRANSPORTATION PLAN

2025-2050 MTP

The Santa Fe Metropolitan Transportation Plan was adopted in August, 2025. —

VISUAL GUIDE TO THE MTP

Explore a visual guide to the Santa Fe Metropolitan Transportation Plan to learn more about how our planning process works. —

PAST MTP'S

Learn about past MTPs updated every 5 years:

2020-2045 MTP
2015-2040 MTP
2010-2035 MTP
2005-2030 MTP

INTEGRATING PLANS

LOCAL ROAD SAFETY PLAN

Adopted in 2022, this plan created in collaboration with FHWA, reveals important safety issues in Santa Fe and some strategies for progress. —

BICYCLE MASTER PLAN

The Santa Fe MPO updated the 2012 Bicycle Master Plan on June 27, 2019. —

PEDESTRIAN MASTER PLAN

The Pedestrian Master Plan informs the Metropolitan Transportation Plan to guide the development of Santa Fe's pedestrian environment. —

SAFE ROUTES TO SCHOOL

The first version of the Safe Routes to School Plan was adopted by the MPO's Transportation Policy Board in December of 2023. This work will continue under the guidance of the Santa Fe Public School System. —

SEE THE TEEN MOBILITY PLAN

PUBLIC TRANSIT MASTER PLAN

The Plan's goal is to enhance viable transit options. This page holds other transit related documents as well, including safety plans, MOUs, and the teen mobility plan.

Additional Comments?

Agua Fria Corridor Study
Between Siler Rd and Osage Ave

Public Meeting #2 – October 24, 2023
Santa Fe Homeownership
Building D Training Room
1301 Siler Road
Santa Fe, NM 87507



If you have any additional comments regarding the materials displayed at tonight's public meeting, or concerns related to the future of this corridor, please write in the space provided below.

Thank you for your input!

lower the speed limit to 30 mph
Put space between the curb and the sidewalk.

Santa Fe Metropolitan Planning Organization

Find us on: [facebook.](https://www.facebook.com/santa.mpo) www.facebook.com/santa.mpo

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Make a statement...
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or visit our website and
sign up for our
newsletter.*

You may be surprised what a difference you can make.

**Accessibility!
Mobility!
Livability!**

www.santafemopo.org

Photo courtesy of Nancy Crowell, Santa Fe NM

Social Media & Marketing

- 500 flyers distributed and posted at local businesses
- Press release and social media post by City of Santa Fe
- Newsletters by City of Santa Fe Economic Development, MPO, Bike Santa Fe, and Friends of Architecture Santa Fe (FASF)
- Social media by Bike Santa Fe, Chain Breaker, Little Globe, FASF
- Ads on Santa Fe Trails buses (1 month)

Additional Comments?

Agua Fria Corridor Study
between Siler Rd and Osage Ave

Public Meeting #2 – October 24, 2023
Santa Fe Homeownership
Building D Training Room
1301 Siler Road
Santa Fe, NM 87507



If you have any additional comments regarding the materials displayed at tonight's public meeting, or concerns related to the future of this corridor, please write in the space provided below.

Thank you for your input!

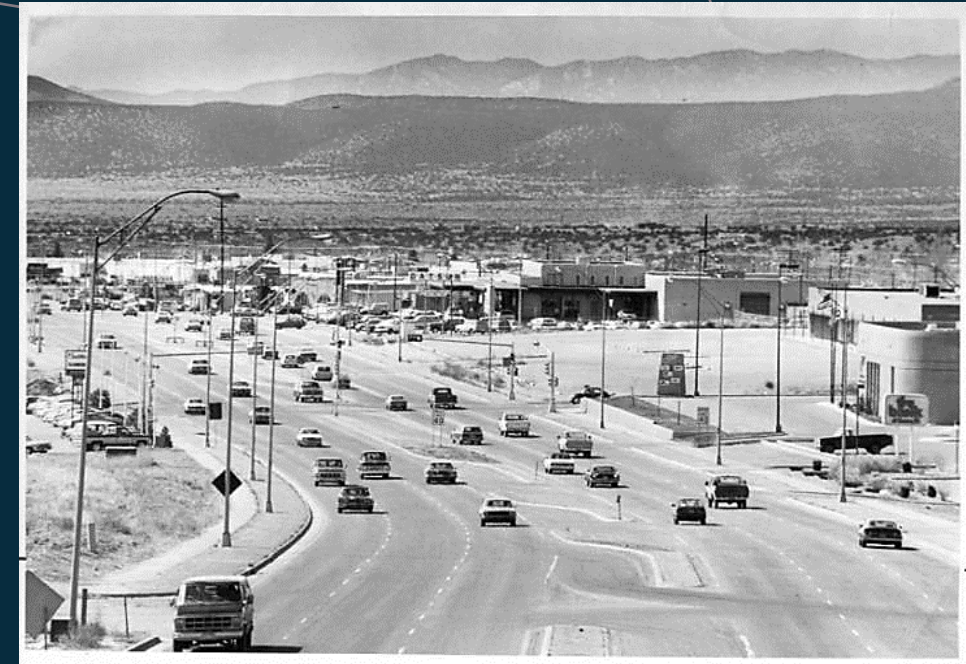
Two in four of:
Cross-walk warning @ Camino de Chelly (see above)

- the "Additional Alternative"
- Roundabouts where possible
- multi-modal
- lower speed limit to 30 mph

Risks – Legacy Bias

Many of the core standards, technical values and policies for roads, parking, zoning born in the early 1900s that built out our network in the 50's 60's and 70' are still in play today.

Unless checked, they will continue undermine the City's current goals, values and mission.



Thank You!



Regular Meeting of the Public Works and Utilities Committee
June 29, 2026 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue
MINUTES

1. Call to Order

The Regular Meeting of the Public Works & Utilities Committee was called to order by Councilor Amanda Chavez at 5:01 PM, on Monday, June 29, 2026, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. Roll Call

MEMBERS PRESENT

City Councilor, District 4 Amanda Chavez
City Councilor, District 2 Elizabeth Barrett
City Councilor, District 2 Paul Bustamante
City Councilor, District 3 Pilar Faulkner
City Councilor, District 1 Patricia Feghali

OTHER PARTICIPANTS ATTENDING

Lee Garcia, City Councilor, District 3
Taylor Jurgens, Engineer, Public Works Department
Sam Burnett, Facilities Division Director, Public Works Department
Jesse Roach, Water Division Director, Public Works Department

3. Approval of Agenda

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

VOTE The motion passed on a voice vote

4. Approval of Consent Agenda

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

VOTE The motion passed on a voice vote.

5. Public Comment

6. Presentations

- a. Presentation on Voda.ai Water Main Risk and Prioritization Software. (Taylor Jurgens, Engineer, Public Utilities Department; trjurgens@santafenm.gov).

7. Action Items: Consent Agenda

Approved on Consent

- a. Request for Approval of the June 15, 2026, Public Works and Utilities Committee Meeting Minutes. (Norma Sutor, Administrative Assistant; nasutor@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 06/29/2026

Approved on Consent

- b. Request for Approval of Amendment No. 4 to Solutions Agreement Item #22-0176 with Mainline Information Systems to Increase Compensation by \$441,580.88 for a New Total Amount of \$1,480,454.36 Including NMGR and Extend the Term to August 31, 2027, for Managed Detection and Response Solution, Managed Risk Solution, and Managed Security Awareness. (Eric Candelaria, ITT Department Director; edcandelaria@santafenm.gov).

Committee Review:

Public Works and Utilities Committee: 06/29/2026

Finance Committee: 07/06/2026

Governing Body: 07/08/2026

Approved on Consent

- c. Request for Approval of a Professional Services Agreement with Langan LLC for Software Consulting Services to Integrate OpenGov Enterprise Asset Management and Geographic Information Services Systems in the Total Amount of \$600,000 through June 30, 2030. (Sean Moody, Capital Projects Manager, Public Works Department; sxmoody@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 06/29/2026

Finance Committee: 07/06/2026

Governing Body: 07/08/2026

Approved on Consent

- d. CONSIDERATION OF BILL NO. 2026-12. ADOPTION OF ORDINANCE NO. 2026-_____. (Mayor Michael Garcia and Councilor Paul Bustamante). A Bill Specifying that Specific and Limited Fishing Events on City-Owned Property in the Santa Fe Municipal Watershed May be Approved by the Governing Body. (Alan Hook, Water Resources Coordinator, Public Utilities Department; aghook@santafenm.gov)

Committee Review:

Governing Body (Introduced): 06/10/2026

Governing Body (Public Comment): 06/24/2026

Public Works and Utilities Committee: 06/29/2026

Quality of Life Committee: 07/01/2026

Governing Body: 07/08/2026

Approved on Consent

- e. CONSIDERATION OF RESOLUTION NO. 2026-____. (Councilor Patricia Feghali and Councilor Alma Castro)
A Resolution Amending Resolution Nos. 2014-49 and 2016-80 to Close the Streets Surrounding Plaza Park Annually from Memorial Day to October 31st or Later and to Close Lincoln Avenue and Palace Avenue, Next to Plaza Park Permanently. (Sam Burnett, Public Works Director; jsburnett@santafenm.gov)

Committee Review:

Governing Body (Introduced): 06/24/2026

Public Works and Utilities Committee: 06/29/2026

Quality of Life Committee: 07/01/2026

Finance Committee: 07/06/2026

Governing Body: 07/08/2026

Approved on Consent

- 8. Action Items: Discussion Agenda
- 9. Executive Session
- 10. Matters from Staff
- 11. Matters from the Committee
- 12. Matters from the Chair
- 13. Next Meeting: Monday, July 20, 2026
- 14. Adjourn

Meeting Adjourned at 5:17 PM.

Liaison

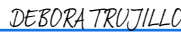
Chair



Date: June 29, 2026

To: Governing Body

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

Via: Sam Burnett, Public Works Department Director  JOHN BURNETT (Jun 29, 2026 16:09:38 MDT)
Tim Farrell, Interim Facilities Division Director 
Debora Trujillo, Environmental Services Director  DEBORA TRUJILLO (Jun 29, 2026 15:34:18 MDT)
Carol Swenson, Public Works Business Operations Manager  YVONNE SWENSON (Jun 29, 2026 14:52:40 MDT)

Subject: Amendment No. 3 to Professional Services Agreement Item No. 23-0544

Vendor Name: Huitt-Zollars, Inc.

Vendor Number: 2705

ACTION:

Request for Approval of Amendment No. 3 to Professional Services Agreement Item No. 23-0544 with Huitt-Zollars, Inc. to Expand the Scope of Work, Increase the Amount of Compensation by \$195,965 for New Total Compensation of \$1,419,037 Including NMGRT, and Extend the Term to June 30, 2029, for Design of the Environmental Services Division Administrative Offices and Maintenance Facility. (Caryn Grosse, Public Works Project Manager III, clgrosse@santafenm.gov)

CONTRACT NUMBER:

The original Munis Contract Number is 3204322.

BACKGROUND AND SUMMARY:

On August 30, 2023, the City approved a contract with Huitt-Zollars, Inc. for the design of the Environmental Services Division (ESD) Administrative Offices and Maintenance Facility. Amendment No. 1 was approved in June 2024 for additional scope to design the entry road and make some minor changes to the building design. Unfortunately, due to significant staffing changes in ESD, this design project fell behind, and additional time was needed to complete the work. In May 2025, ESD asked Facilities Division to take on management of the project. Amendment No. 2 was approved in June 2025 to extend the term of the contract for an additional year, to June 30, 2026. The design has been completed to 90%.

Amendment No. 3 will provide for:

- Additional design services to address stormwater runoff issues into adjacent properties which became apparent during several severe weather events in summer 2025.
- Bidding and construction administration services.
- An increase in compensation of \$195,964.93.
- A term extension to June 30, 2029.

The intent is to design a safe, functional workplace for ESD staff, with room for safety training, adequate office and meeting space, and a modern CNG-compliant maintenance facility with a wash bay, which will allow more vehicle maintenance to be performed in-house, reducing the cost of repairs and maintenance

and improving preventative maintenance, as well as providing better management of stormwater and potential pollutants on the site and adjacent properties.

ATTACHMENTS:

Amendment No. 3

Proposal

Certificate of Insurance

Email Thread RE Funding Source for Amendment No. 3

Amendment No. 2

Amendment No. 1

Original Contract Packet Item 23-0544

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Funding for this work was set up in 5100331.510310. Once the FY27 Budget has been loaded, it will be moved via TBAR into:

Fund Name/Number: Environmental Services/510

Munis Org Name/Number: ESD CapPrj/5100345

Munis Expenditure Object Name/Number: WIP Design/572960

Budget Officer/Designee: Andy Hopkins Date: 06/30/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The original contract was procured via Request for Proposal 23/52/P, which was advertised on March 30, 2023, in the Albuquerque Journal, Santa Fe New Mexican, Construction Reporter, and the City of Santa Fe Procurement Library.

A Request for Proposals (RFP) was issued in accordance with NMSA 1978, Section 13-1-112 through Section 13-1-117 and applicable procurement regulations. The solicitation was released on March 30, 2023, and following the evaluation, Huitt-Zollars, Inc. achieved the highest overall score and was determined to be the most advantageous offeror to the City. Accordingly, the award of the contract is recommended to Huitt-Zollars, Inc. to provide the requested services.

Chief Procurement Officer (CPO)/Designee:  Date: 07/01/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☒ Yes | ☐ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

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

Approval: Timothy Farrell Title: _____ Date: _____

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Capital Asset or Project? ☒ Yes | ☐ No

Project Ledger Number _____ ESD2451001

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

**CITY OF SANTA FE, PUBLIC WORKS DEPARTMENT
AMENDMENT No. 3 TO PROFESSIONAL SERVICES
Contract Item No. 23-0544**

This AMENDMENT No. 3 (the “Amendment”) amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated August 30, 2023, (the “Contract”), between the City of Santa Fe (the “City”) and Huitt-Zollars, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the design of Administrative Offices and Fleet Maintenance Facility, and also to include a Compressed Natural Gas Regulation Compliant designation.

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. SCOPE OF WORK

Article 1 of the Contract is amended to add the following paragraphs:

D. Design Services to Prepare Area Drainage Report: Contractor to provide design services to prepare a drainage report for the area at, and surrounding, the Environmental Services Division (ESD) site at the City’s 1142 Siler Road complex to determine runoff based on 500-year storm event. The scope of work includes obtaining LIDAR topography of the area, analysis of the site and surrounding area, and preparing additional plans and/or details to control runoff from offsite with the ESD site and surrounding City property to prevent flooding of adjacent properties to the west of the site.

E. Bidding and Construction Administration: Contractor to provide bidding and construction

administration services as required to verify that plans and specifications are being implemented in accordance with the design intent, as described in the proposal (Exhibit A).

2. COMPENSATION

Article 3, Paragraph A of the Contract is amended to increase the amount of compensation by a total of one hundred ninety-five thousand nine hundred sixty-four dollars and ninety-three cents (\$195,964.93), which accounts for the following adjustments:

Original Contract (No Adjustment) Original Contract \$880,000.00 NMGR T + \$74,254.40 Subtotal = \$ 954,254.40	\$ 954,254.40
Amendment No. 1 Adjusted Increase Amend No. 1 = \$ 247,899.00 NMGR T + \$ 20,916.48 Subtotal = \$ 268,815.48 Difference & Adjusted Increase \$ 1.24	+ \$ 268,816.72
Amendment No. 2 (No Compensation Increase)	+ \$0.00
Revised Total (Original Contract, plus Amendment No. 1, plus Amendment No. 2)	\$ 1,223,071.12
Amendment No. 3 — services described in Exhibit A (attached): Area Drainage Report = \$ 18,800.00 Bidding Phase = \$ 9,500.00 Construction Phase = \$ 125,500.00	+ \$ 153,800.00
Amendment No. 3 — 15% contingency that can only be utilized when approved by the City's Director of Public Works or City Manager:	+ \$ 23,070.00
Amendment No. 3 — Allowance for Reimbursables (Estimated):	+ \$ 5,000.00
Amendment No. 3 — NMGR T (7.75%) equals:	+ \$ 14,094.93
Amendment No. 3 Subtotal equals:	+ \$ 195,964.93
THE REVISED TOTAL COMPENSATION FOR THE CONTRACT INCLUDING NMGR T IS:	= \$ 1,419,036.05

so that Article 3, Paragraph A reads in its entirety as follows:

The City shall pay to the Contractor in full payment for services satisfactorily performed at a rate not to exceed one million four hundred nineteen thousand thirty-six dollars and five cents (\$1,419,036.05), based upon deliverables and including NMGR at the rate applicable when the work was or shall be done. 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 these services in excess of the total compensation amount being provided.

3. TERM

Article 4 of the Contract is hereby deleted in its entirety and substitute the following Article 4 in its place:

THIS CONTRACT SHALL BE EFFECTIVE WHEN SIGNED BY THE CITY. This contract shall terminate on June 30, 2029, unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations).

4. CONTRACT IN FULL FORCE

Except as specifically provided in this Amendment No. 3, the Contract remains and shall remain in full force and effect, in accordance with its terms.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Contract as of the
dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

Huitt-Zollars, Inc.

MICHAEL J. GARCIA, MAYOR



John Jarrard, AIA (May 18, 2026 13:16:56 EDT)
JOHN JARRARD, VICE PRESIDENT

DATE: _____

DATE: **May 18, 2026**

NMBTIN: 02279106000

ATTEST:

GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (May 18, 2026 13:29:28 MDT)
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



ANDREA PHILLIPS (Jul 1, 2026 13:56:03 MDT)
ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

Huitt Zollars Amendment 3_CoSF

Final Audit Report

2026-05-18

Created:	2026-05-18
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoeP8pRbmrg_bV3scCWYCQvQr39sFywxc

"Huitt Zollars Amendment 3_CoSF" History

 Document created by MATTHEW HARDING (mrharding@santafenm.gov)

2026-05-18 - 4:21:47 PM GMT- IP address: 63.232.20.2

 Document emailed to John Jarrard, AIA (jjarrard@huitt-zollars.com) for signature

2026-05-18 - 4:22:18 PM GMT

 Email viewed by John Jarrard, AIA (jjarrard@huitt-zollars.com)

2026-05-18 - 4:31:34 PM GMT- IP address: 198.13.226.115

 Document e-signed by John Jarrard, AIA (jjarrard@huitt-zollars.com)

Signature Date: 2026-05-18 - 5:16:56 PM GMT - Time Source: server- IP address: 172.58.0.250 - Signature Appearance Selected: MOBILE_DRAW

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

2026-05-18 - 5:16:57 PM GMT

 Email viewed by Kevin Nault (klnault@santafenm.gov)

2026-05-18 - 7:19:32 PM GMT- IP address: 63.232.20.2

 Signer Kevin Nault (klnault@santafenm.gov) entered name at signing as Kevin L. Nault

2026-05-18 - 7:29:26 PM GMT- IP address: 63.232.20.2

 Document e-signed by Kevin L. Nault (klnault@santafenm.gov)

Signature Date: 2026-05-18 - 7:29:28 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

 Agreement completed.

2026-05-18 - 7:29:28 PM GMT

June 27, 2026

Ms. Caryn Grosse PMP
Project Manager III
Facilities Division
Public Works Dept.
City of Santa Fe
2651 W. Siringo Road, Bldg. E
Santa Fe, NM 87504

RE: Bidding and Construction Administration Services for ESD Operations and Maintenance Facility

Dear Caryn,

Huitt-Zollars is pleased to provide the following fee proposal for the design services reference above. Per our recent meeting and discussions, I have developed the following proposed fee as indicated below.

SCOPE OF ADDITIONAL SERVICES

BIDDING & CONSTRUCTION ADMINISTRATION

Bidding Phase **\$9,500.00**

- Conduct Pre-Bid Meeting
- Respond to Bidder Questions
- Prepare & Issue Addendum
- Conduct Bid Opening
- Evaluate Bids
- Prepare Bid Tabulation
- Assist City with Construction Contract
- Issue NTP
- Conduct Pre Construction Meeting

Construction Phase: **\$ 125,500.00** (See Breakdown below)

The design team will be available for the duration of construction activities for site visits and meetings with the City of Santa Fe / general contractor as required to verify documents and plans are being implemented in accordance with the design intent.

This will include the following efforts:

- Assist Contractor with permitting
- Review Shop Drawing & Submittals

- Attend Bi-weekly Construction Observation Meetings
- Respond to RFIs
- Prepare ASIs and or Change Orders
- Conduct Special Inspections as required
- Conduct Substantial Completion Inspections
- Prepare Punch list and Certificate of Substantial Completion
- Coordinate Project Closeout
- Prepare As Built Drawings
- Conduct 11 Month Warranty Inspection

The breakdown of the CA efforts by disciplines is as follows:

• Architecture/ Civil	Huitt-Zollars	\$ 54,500.00
• Structural	Chavez Grieves	\$ 21,000.00
• MEP	Bridgers & Paxton	\$ 25,500.00
• Landscape	Sites SW	\$ 5,400.00
• Special Inspections	Huitt-Zollars	\$ 19,100.00

DESIGN SERVICES TO PREPARE AREA DRAINAGE REPORT

\$18,800.00

Provided design services to prepare drainage report for area surrounding ESD site to determine runoff based on 500-year storm event. The scope of the work is as follows:

- Obtain LIDAR topography of area indicated on attached exhibit
- Analyze the additional area on the attached exhibit, south of the acequia and surrounding the ESD site.
- Provide additional plans / details to control runoff from offsite within the ESD site and the surrounding City property to prevent flooding of adjacent property to the west.

Huitt-Zollars' total fee for the additional design services outlined above is a lump sum of \$153,800.00 New Mexico Gross Receipts Tax and reimbursable expenses will be invoiced in addition to these professional fees. All services will be invoiced monthly based on a percentage of work completed. We look forward to continuing our working relationship with you and the Environmental Services Division. Please do hesitate to call me if you have any questions or need any additional information.

Sincerely,

Huitt-Zollars, Inc.



John Jarrard, AIA
Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2025

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

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

PRODUCER Marsh & McLennan Agency LLC 8144 Walnut Hill Lane, 16th Floor Dallas TX 75231	CONTACT NAME: Jerrod Hughey PHONE (A/C, No, Ext): 972-770-1643 E-MAIL ADDRESS: Jerrod.Hughey@MarshMMA.com FAX (A/C, No): 972-376-8108
INSURED Huitt-Zollars, Inc. 5430 LBJ Freeway, Suite 1500 Dallas TX 75240	INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Casualty Insurance Company INSURER B : Hartford Underwriters Insurance Company INSURER C : Hartford Fire Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES**CERTIFICATE NUMBER:** 195974240**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Deductible: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			46UUNOL6HGL	9/1/2025	9/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ Coll \$1k/\$2k ☒ Comp \$1k/\$2k			46UENOL5276	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			46XHUOL6HJF	9/1/2025	9/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	46WEOL6H1G	9/1/2025	9/1/2026	☒ PER STATUTE ☐ OTH-ER \$0 Deductible E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	Hired Car Physical Dam: \$100,000			46UENOL5276	9/1/2025	9/1/2026	Hired PD Comp/Coll	Ded \$1,000/\$1,000
C	Employee Theft			46KB067367125	9/1/2025	9/1/2026	Employee Theft	Limit: \$1,000,000
A	Valuable Papers			46UUNOL6HGL	9/1/2025	9/1/2026	Included in BPP Limit	

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

Additional Insured form #HG0001 edition 09/16 applies to the General Liability policy.
Waiver of subrogation form #HG0001 edition 09/16 applies to the General Liability policy.
Primary & Non-Contributory General Liability form #HG0001 edition 09/16.

Additional Insured form #HA9916 edition 12/21 applies to the Automobile Liability policy.
Waiver of subrogation form #HA9916 edition 12/21 applies to the Automobile Liability policy.
Primary & Non-Contributory Auto Liability form #HA9916 edition 12/21.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe
Environmental Services Division
1142 Siler Road
Santa Fe NM 87507

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2026

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

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PRODUCER Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	CONTACT NAME:	Joe Bryant	
	PHONE (A/C, No, Ext):	(214) 323-4602	FAX (A/C, No): (214) 503-8899
INSURED Huitt-Zollars, Inc. 5430 LBJ Freeway Suite 1500 Dallas TX 75240	E-MAIL ADDRESS:	RSCcertrequest@risk-strategies.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : AXIS Surplus Insurance Company		26620
	INSURER B :		
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 88928923

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Pollution Liability		✓	EBZ665006/01/2026	1/23/2026	1/23/2027	Per Claim \$1,000,000 Annual Aggregate \$1,000,000

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

RE: CIP #667 - Engineering Design Services for Southside Transit Center & Police Department Renovations
The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible.

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe Facilities Division 2651 Siringo Road, Building E Santa Fe NM 87505	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 Joe Bryant

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ACORD 25 (2016/03)

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From: [HOPKINS, ANDREW J.](#)
To: [GROSSE, CARYN L.](#); [TRUJILLO, DEBORA C.](#)
Cc: [PARKER, CHRISTOPHER S.](#); [KAHAHANE, ELIZABETH L.](#)
Subject: RE: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3
Date: Monday, June 29, 2026 9:42:00 AM

Looks fine. Thanks.

From: GROSSE, CARYN L. <clgrosse@santafenm.gov>
Sent: Wednesday, June 24, 2026 3:52 PM
To: HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>; TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Cc: PARKER, CHRISTOPHER S. <csparker@santafenm.gov>; KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>
Subject: RE: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3

Hi Andy-

Before we route for signatures again, here is what I put in the memo under funding source. We will also attach the email thread to document. Please advise if any changes are needed.

FUNDING SOURCE:

Funding for this work was set up in 5100331.510310. Once the FY27 Budget has been loaded, it will be moved via tbar into:

Fund Name/Number: Environmental Services/510

Munis Org Name/Number: ESD CapPrj/5100345

Munis Expenditure Object Name/Number: WIP Design/572960

From: HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>
Sent: Tuesday, June 23, 2026 3:41 PM
To: GROSSE, CARYN L. <clgrosse@santafenm.gov>; TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Cc: PARKER, CHRISTOPHER S. <csparker@santafenm.gov>; KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>
Subject: RE: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3

Yes, I think that would be fine. It might not hurt to include this email chain in the packet so everyone is on the same page...just a thought

From: GROSSE, CARYN L. <clgrosse@santafenm.gov>

Sent: Tuesday, June 23, 2026 3:39 PM

To: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>; HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>

Cc: PARKER, CHRISTOPHER S. <csparker@santafenm.gov>; KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>

Subject: RE: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3

Hi Andy-

What do we need to do to be able to move this packet? As the contract is about to expire, we cannot wait for FY27 budget to be loaded to amend this contract.

Your rejection on 6/3 indicated that a BAR was needed, however, based on the email string below, it sounds like a tbar would suffice.

Can we modify the memo to explain where the funding is currently located, that a tbar will be processed once the budget has been uploaded to move the funding to a different place?

-Caryn

From: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>

Sent: Friday, June 19, 2026 6:58 AM

To: HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>; GROSSE, CARYN L. <clgrosse@santafenm.gov>

Cc: PARKER, CHRISTOPHER S. <csparker@santafenm.gov>

Subject: RE: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3

I think if the funding is identified in the memo to Committee should suffice., I hope.

Debora Trujillo

Public Utilities Department

Environmental Services Division Director

Direct: (505) 955-2260, Cell: (505) 231-4909

Contact ESD:

(505) 955-2200 or ESD@santafenm.gov



From: HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>
Sent: Thursday, June 18, 2026 5:15 PM
To: GROSSE, CARYN L. <clgrosse@santafenm.gov>; TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Cc: PARKER, CHRISTOPHER S. <csparker@santafenm.gov>
Subject: RE: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3

The packet doesn't require an override. Only a req or PO does, and you wouldn't be able to open one of those for FY27 yet anyway...

From: GROSSE, CARYN L. <clgrosse@santafenm.gov>
Sent: Thursday, June 18, 2026 5:11 PM
To: HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>; TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Cc: PARKER, CHRISTOPHER S. <csparker@santafenm.gov>
Subject: RE: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3

Hi Andy-

Sounds like we cannot move the money yet... In the meantime, is it possible to do a budget override so that the packet can proceed to committees and Governing Body for approval?

-Caryn

From: HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>
Sent: Thursday, June 18, 2026 12:22 PM
To: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>; GROSSE, CARYN L. <clgrosse@santafenm.gov>
Cc: PARKER, CHRISTOPHER S. <csparker@santafenm.gov>
Subject: RE: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3

Yes, if we're talking about FY27, it will need to be done on or after July 1...

From: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Sent: Thursday, June 18, 2026 11:16 AM
To: GROSSE, CARYN L. <clgrosse@santafenm.gov>; HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>
Cc: PARKER, CHRISTOPHER S. <csparker@santafenm.gov>
Subject: RE: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3

I can't do the T-BAR, I just looked in Munis, the NEW FY 27 Budget hasn't been loaded so I cannot enter the T-BAR. I can do a memo and when the new Budget loads we can move it. Chris and Andy... recommendations?

Debora Trujillo
Public Utilities Department
Environmental Services Division Director
Direct: (505) 955-2260, Cell: (505) 231-4909
Contact ESD:
(505) 955-2200 or ESD@santafenm.gov



From: GROSSE, CARYN L. <clgrosse@santafenm.gov>
Sent: Thursday, June 18, 2026 10:55 AM
To: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>; HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>
Cc: PARKER, CHRISTOPHER S. <csparker@santafenm.gov>
Subject: RE: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3

Hi Debora- I've attached De Alva's email suggesting that the funds be moved into 51000345/572960 and add PLID from 5100331.510310.

Andy and/or Chris- you may have other suggestions.

-Caryn

From: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Sent: Thursday, June 18, 2026 10:24 AM
To: GROSSE, CARYN L. <clgrosse@santafenm.gov>; HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>
Cc: PARKER, CHRISTOPHER S. <csparker@santafenm.gov>
Subject: RE: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3

Hello-

I do have a question, I have not done the T-BAR yet, the last funding came out of ESD Professional

Contracts, does the \$200K need to be booked in WIP Design to proceed, or can it stay in the Professional contract line item? I can do the T-BAR today if I need to. Andy and Chris?

Debora Trujillo
Public Utilities Department
Environmental Services Division Director
Direct: (505) 955-2260, Cell: (505) 231-4909
Contact ESD:
(505) 955-2200 or ESD@santafenm.gov



From: GROSSE, CARYN L. <clgrosse@santafenm.gov>
Sent: Thursday, June 18, 2026 9:23 AM
To: HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>; TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Cc: PARKER, CHRISTOPHER S. <csparker@santafenm.gov>
Subject: RE: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3

Hi Debora- Have you submitted the TBAR yet? We need to get this packet on the agenda ASAP... -Caryn

From: HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>
Sent: Thursday, June 11, 2026 2:48 PM
To: GROSSE, CARYN L. <clgrosse@santafenm.gov>; TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Cc: PARKER, CHRISTOPHER S. <csparker@santafenm.gov>
Subject: RE: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3

Chris or I can do a budget override while a TBAR is in process to fix it...

From: GROSSE, CARYN L. <clgrosse@santafenm.gov>
Sent: Thursday, June 11, 2026 2:42 PM
To: HOPKINS, ANDREW J. <ajhopkins@santafenm.gov>; TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Subject: FW: Funding Source for ESD Operations & Maintenance Buildings Design contract amendment#3

Hi Andy-

We are trying to get contract amendment#3 through the approval process before the contract expires on 6/30, but it looks like Debora may have put the funds in the wrong object for FY27. What can we do to keep this contract moving forward?

-Caryn

From: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Sent: Monday, June 8, 2026 9:50 AM
To: GROSSE, CARYN L. <clgrosse@santafenm.gov>
Cc: KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>; CALABAZA, DEALVA X. <dxcalabaza@santafenm.gov>
Subject: RE: Funding Source

Can we use funds from the \$20 million loan with NMED? I'm looking at my budget now to see if I have any funds left from this FY to allocate, but the work is done if FY27 and that's when I budgeted it for it can we just say that in the memo?

Debora Trujillo
Public Utilities Department
Environmental Services Division Director
Direct: (505) 955-2260, Cell: (505) 231-4909
Contact ESD:
(505) 955-2200 or ESD@santafenm.gov



From: GROSSE, CARYN L. <clgrosse@santafenm.gov>
Sent: Monday, June 8, 2026 8:51 AM
To: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Cc: KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>; CALABAZA, DEALVA X. <dxcalabaza@santafenm.gov>
Subject: RE: Funding Source

Hi Debora-

That might be a problem, as amendment 2 terminates on 6/30, so we were trying to get amendment #3 approved before then.

-Caryn

From: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Sent: Friday, June 5, 2026 2:16 PM
To: GROSSE, CARYN L. <clgrosse@santafenm.gov>
Cc: KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>
Subject: RE: Funding Source

Ok, I sure will, but I won't be able to do that till the budget is loaded.

Debora Trujillo
Public Utilities Department
Environmental Services Division Director
Direct: (505) 955-2260, Cell: (505) 231-4909
Contact ESD:
(505) 955-2200 or ESD@santafenm.gov



From: GROSSE, CARYN L. <clgrosse@santafenm.gov>
Sent: Friday, June 5, 2026 2:02 PM
To: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Cc: KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>
Subject: RE: Funding Source

Hi Debora-

The funds need to be moved into the org, object used since Lawrence first set up the contract:

Munis Org Name/Number: ESD CapPrj/5100345
Munis Expenditure Object Name/Number: WIP Design/572960

-Caryn

From: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Sent: Friday, June 5, 2026 1:23 PM
To: GROSSE, CARYN L. <clgrosse@santafenm.gov>
Cc: KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>
Subject: RE: Funding Source

I just verified for FY 27 once uploaded into MUNIS in July we have \$200,000 in 5100331.510310 for Huitt Zollars.

Debora Trujillo
Public Utilities Department
Environmental Services Division Director
Direct: (505) 955-2260, Cell: (505) 231-4909
Contact ESD:
(505) 955-2200 or ESD@santafenm.gov



From: GROSSE, CARYN L. <clgrosse@santafenm.gov>
Sent: Friday, June 5, 2026 1:05 PM
To: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Cc: KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>
Subject: RE: Funding Source
Importance: High

Hi Debora-

I suspect that the reason Andy is asking for a BAR is that we may not have put the correct funding source info in the memo. Can you please let me know where the money is?

I'm hoping we will not have to do a BAR... Please let me know!

-Caryn

From: GROSSE, CARYN L.
Sent: Tuesday, May 26, 2026 11:36 AM
To: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Subject: RE: Funding Source

Yes, this is for HZ. \$195,964.93 is the amount for Amendment #3

From: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Sent: Monday, May 25, 2026 6:06 AM
To: GROSSE, CARYN L. <clgrosse@santafenm.gov>
Subject: RE: Funding Source

Hello Caryn,

Is this for Huitt Zollars? DO you know how much the Amendment is for? I need to confirm, but I think it is in ESD/Admin Professional Contracts. Let me check and get back to you.

Debora Trujillo
Public Utilities Department
Environmental Services Division Director
Direct: (505) 955-2260, Cell: (505) 231-4909
Contact ESD:
(505) 955-2200 or ESD@santafenm.gov



From: GROSSE, CARYN L. <clgrosse@santafenm.gov>
Sent: Friday, May 22, 2026 2:55 PM
To: TRUJILLO, DEBORA C. <dctrujillo@santafenm.gov>
Cc: KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>
Subject: Funding Source

Hi Debora-

I need to confirm that we have the correct funding source for amendment #3. Is this right?

Fund Name/Number: Environmental Services/510
Munis Org Name/Number: ESD CapPrj/5100345
Munis Expenditure Object Name/Number: WIP Design/572960

Thanks!

-Caryn
Caryn Grosse, PMP
Project Manager III | Facilities Division | Public Works Dept.
Website: www.santafenm.gov
Email: clgrosse@santafenm.gov
Mobile: (505) 795-2471
Office: (505) 955-5938

2023 City of Santa Fe Logo



Date: June 11, 2025

To: Governing Body

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

Via: Regina Wheeler, Public Works Department Director 
Jesse Roach, Interim Public Utilities Director 
Sam Burnett, Facilities Division Director 
Debora Trujillo, Interim Environmental Services Director 
RW (Jun 12, 2025 11:08 MDT)
DEBORA TRUJILLO (Jun 12, 2025 08:31 MDT)

Subject: Amendment #2 for Term Extension for Design of Administrative Offices and Maintenance Facility

Vendor Name: Huitt-Zollars, Inc.

Vendor Number: 2705

ACTION:

Request for Approval of Amendment No. 2 to Professional Services Agreement Item No. 23-0544 with Huitt-Zollars, Inc. for the Design of Administrative Offices and Maintenance Facility to Extend the Term to June 30, 2026. (Caryn Grosse, Public Works Project Manager III, clgrosse@santafenm.gov)

CONTRACT NUMBER:

The original Munis Contract Number is 3204322.

BACKGROUND AND SUMMARY:

On August 30, 2023, the City approved a contract with Huitt-Zollars, Inc. for the design of the Environmental Services Division Administrative Offices and Maintenance Facility. Amendment No. 1 was approved in June 2024 for additional scope to design the entry road and make some minor changes to the building design. Unfortunately, due to significant staffing changes in ESD, this design project has fallen behind and additional time is needed to complete the work. ESD has asked the Facilities Management Division to take on management of the project. Amendment No. 2 will extend the term of the contract for an additional year, to June 30, 2026.

The intent is to design a safe, functional workplace for ESD staff, with room for safety training, adequate office and meeting space, and a modern CNG-compliant maintenance facility and wash bay, which will allow more vehicle maintenance to be performed in-house, reducing the cost of repairs and maintenance, and improving preventative maintenance.

ATTACHMENTS:

Amendment No. 2
Current Certificates of Insurance
Amendment No. 1
Original Professional Services Agreement

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Environmental Services/510

Munis Org Name/Number: Admin/Operations/5100345

Munis Expenditure Object Name/Number: WIP Design/572960

Budget Officer/Designee: Andy Hopkins Date: 06/23/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The original contract was procured via Request for Proposal 23/52/P, which was advertised on March 30, 2023, in the Albuquerque Journal, Santa Fe New Mexican, Construction Reporter, and the City of Santa Fe Procurement Library.

Chief Procurement Officer (CPO)/Designee: [Signature] Date: 06/23/2025

CPO Comment/Exceptions: NMSA 1978, Section 13-1-111

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

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

Approval: [Signature] Title: _____ Date: _____

Comment/Exceptions: JOHN BURNETT (Jun 12, 2025 08:42 MDT)

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

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Capital Asset or Project? ☒ Yes | ☐ No

Project Ledger Number ESD2451001

Approval: [Signature] Title: Controller Date: 06/12/2025

Comment/Exceptions: _____

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES CONTRACT
ITEM# 23-0544**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated August 30, 2023 the "Contract"), between the City of Santa Fe (the "City") and Huitt-Zollars, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the design of Administrative Offices and Fleet Maintenance Facility, to include a Compressed Natural Gas Regulation Compliant designation.

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. TERM

Article 4 of the Contract is hereby deleted in its entirety and substitute the following Article 4 in its place:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on **June 30, 2026**, unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). The City reserves the right to renew this contract on an

annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

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. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:


Alan Webber (Jul 8, 2025 15:00 MDT)

ALAN WEBBER/CITY MAYOR

DATE: 07/08/2025

CONTRACTOR:
Huitt-Zollars, Inc.


John Jarrard (Jun 10, 2025 09:18 MDT)

JOHN JARRARD/VICE PRESIDENT

DATE: 06/10/2025
NMBTIN# 02 279 106 000

ATTEST:


ANDREA SALAZAR (Jul 8, 2025 15:04 MDT)

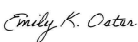
ANDREA SALAZAR/CITY CLERK 
GB MTG 06/30/2025

CITY ATTORNEY'S OFFICE:


Kevin L. Nault (Jun 11, 2025 10:44 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



EMILY OSTER/FINANCE DIRECTOR

Huitt Zollars Amend 2

Final Audit Report

2025-06-11

Created:	2025-06-10
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfZvltMroTjlsEm4Tp8iBNFDBtlWd8l7p

"Huitt Zollars Amend 2" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2025-06-10 - 3:10:08 PM GMT- IP address: 63.232.20.2
-  Document emailed to John Jarrard (jjarrard@huitt-zollars.com) for signature
2025-06-10 - 3:10:44 PM GMT
-  Email viewed by John Jarrard (jjarrard@huitt-zollars.com)
2025-06-10 - 3:16:18 PM GMT- IP address: 13.93.232.132
-  Document e-signed by John Jarrard (jjarrard@huitt-zollars.com)
Signature Date: 2025-06-10 - 3:18:04 PM GMT - Time Source: server- IP address: 4.36.160.154
-  Document emailed to klnault@santafenm.gov for signature
2025-06-10 - 3:18:05 PM GMT
-  Email viewed by klnault@santafenm.gov
2025-06-11 - 4:44:35 PM GMT- IP address: 172.59.1.12
-  Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2025-06-11 - 4:44:48 PM GMT- IP address: 172.59.1.12
-  Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2025-06-11 - 4:44:50 PM GMT - Time Source: server- IP address: 172.59.1.12
-  Agreement completed.
2025-06-11 - 4:44:50 PM GMT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2025

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

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

PRODUCER Marsh & McLennan Agency LLC 8144 Walnut Hill Lane, 16th Floor Dallas TX 75231	CONTACT NAME: Stacy Brimer PHONE (A/C, No. Ext): 972-770-1689 E-MAIL: Stacy.Brimer@MarshMMA.com ADDRESS: Stacy.Brimer@MarshMMA.com	FAX (A/C, No): 972-376-8108
INSURED Huitt-Zollars, Inc. 5430 LBJ Freeway, Suite 1500 Dallas TX 75240	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Casualty Insurance Company	29424
	INSURER B : Hartford Underwriters Insurance Company	30104
	INSURER C : Hartford Fire Insurance Company	19682
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER: 87525147****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 SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Deductible: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:		46UUNOL6HGL	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Coll \$1k/\$2k ☒ Comp \$1k/\$2k		46UENOL5276	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		46XHUOL6HJF	9/1/2024	9/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☒ N / A		46WEOL6H1G	9/1/2024	9/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C A	Hired Car Physical Dam: \$100,000 Employee Theft Valuable Papers		46UENOL5276 KB 067367124 46UUNOL6HGL	9/1/2024 9/1/2024 9/1/2024	9/1/2025 9/1/2025 9/1/2025	Hired PD Comp/Coll Employee Theft Included in BPP Limit Ded \$1,000/\$1,000 Limit: \$1,000,000

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

Additional Insured form #HG0001 edition 09/16 applies to the General Liability policy.
Waiver of subrogation form #HG0001 edition 09/16 applies to the General Liability policy.
Primary & Non-Contributory General Liability form #HG0001 edition 09/16.

Additional Insured form #HA9916 edition 12/21 applies to the Automobile Liability policy.
Waiver of subrogation form #HA9916 edition 12/21 applies to the Automobile Liability policy.
Primary & Non-Contributory Auto Liability form #HA9916 edition 12/21.

See Attached...

CERTIFICATE HOLDER

City of Santa Fe
Environmental Services Division
1142 Siler Road
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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/19/2025

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 Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	CONTACT NAME: Joe Bryant PHONE (A/C, No. Ext): (214) 323-4602 FAX (A/C, No): (214) 503-8899 E-MAIL: RSCcertrequest@risk-strategies.com ADDRESS:
INSURED Huitt-Zollars, Inc. 5430 LBJ Freeway Suite 1500 Dallas TX 75240	INSURER(S) AFFORDING COVERAGE INSURER A: AXIS Surplus Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 26620

COVERAGES

CERTIFICATE NUMBER: 83994975

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 SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N ☒ N / A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Pollution Liability	✓	EBZ665006/01/2025	1/23/2025	1/23/2026	Per Claim \$1,000,000 Annual Aggregate \$1,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.
A waiver of subrogation is shown in favor of the City of Santa Fe Environmental Services Division that apply on all policies as required by written contract. Re: HZ Project #R316395.01 – City of Santa Design of Admin Offices and Maintenance Facility.

CERTIFICATE HOLDER

City of Santa Fe
Environmental Services Division
1142 Siler Road
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

Joe Bryant

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ACORD 25 (2016/03)

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City of Santa Fe New Mexico

Memorandum



DATE: May 20, 2024

TO: Public Utilities/Public Works (May 20, 2024)
Finance Committee (May 28, 2024)
Governing Body (May 29, 2024)

VIA: John Blair, City Manager
Emily Oster, Finance Director
Andy Hopkins, Budget Officer
Travis Dutton-Leyda, Chief Procurement Officer
John E. Dupuis, Public Utilities Department Director

FROM: Lawrence M. Garcia, ESD Fleet Manager

RE: Request for Approval for Amendment No. 1 for increase work on the Design of Administrative Offices and Maintenance Facility

ITEM OF ISSUE:

Recommendation of approval for Amendment No. 1 to Professional Services Agreement for the Design of Administrative Offices and Maintenance Facility with Huitt-Zollars Inc. an increase of \$247,899.00 for a total contract amount of \$1,223,071.12 including Gross Receipt Taxes. Lawrence Garcia (lmgarcia@santafenm.gov) 505-955-2241

BACKGROUND AND SUMMARY:

On August 30, 2023, the city approved a contract with Huitt Zollars Inc. for the Design of Administrative Offices and Maintenance Facility.

The Environmental Services Division (ESD) did not include cost for the design of the entry road, Amendment No. 1 will provide for the design of the entry road and some minor changes to the initial requirement and extend the term for one additional year to assure completion.

This proposal is to create a design for a safe and functional workplace for ESD, including staff safety training, adequate office and meeting spaces, and a modern CNG-compliant maintenance facility and vehicle wash bay. When built, this would allow more vehicle maintenance to be performed in-house, which will reduce the cost of repairs and maintenance, and increase the ability to perform preventative maintenance. The new facility will be designed to accommodate current and future needs, based on projected growth of the City of Santa Fe.

PROCUREMENT METHOD:

The procurement method was a request for proposal 23/52/P which was advertised on March 30, 2023, on the Albuquerque Journal, Santa Fe New Mexican, Construction Reporter, and the City of Santa Fe Procurement Library.

CONTRACT NUMBER:

Munis contract # 3204186

FUNDING SOURCE:

Fund Name/Number: Environmental Services Fund 510

Munis Name/Number: Admin/Operation/5100345

Munis Object Name/Number: WIP/572960

ACTION REQUESTED:

The Public Utilities Department/Environmental Services Division respectfully requests approval to amend professional service agreement Item 323-0544 in the total amount of \$247,899. for the Design of Administrative Offices and Maintenance Facility, with Huitt-Zollars Inc. in the total contract amount of \$1,223,071.12 Inclusive of gross receipt taxes.

Attachment:

1. Amendment No. 1, approved as to form.
2. Letter of intent from Huitt Zollars.
3. Professional Services Agreement approved.
4. Procurement checklist
5. Summary of Contract
6. Vendor W-9
7. Certificate of Insurance Naming the City as second insured
8. City of Santa Fe Business License

Item# 24-0357
Munis Contract# 3204322
Original Contract Item# 23-0544
RFP #: 23/52/P

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM #23-0544**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE Design of PROFESSIONAL SERVICES CONTRACT, dated August 30, 2023 (the "Contract"), between the City of Santa Fe (the "City") and Huitt-Zollars, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the design of Administrative Offices and Fleet Maintenance Facility, to include a Compressed Natural Gas Regulation Compliant designation.

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. SCOPE OF SERVICES

Article 1 of the Contract is amended to include the following:

Contractor to provide design of a new entrance drive from Rufina St. to the new Operations and Maintenance Facility site, approximately 800 feet to the west. The new 35' design will be built to City standards, including pavement design, grading, and drainage. The road design of several driveways entrances to accommodate the existing warehouses and existing Compressed Natural Gas compression facility. Design utilities layout to serve the new operation and maintenance facility as required. The design must include fences along both sides of the road

with gates as required to allow access to the current warehouses.

2. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of two hundred forty-seven thousand eight hundred ninety-nine dollars (\$247,899), so that Article 3, paragraph A reads in its entirety as follows:

The City shall pay to the Contractor in full payment for services satisfactorily performed at a rate of one million one hundred twenty-seven thousand eight hundred ninety-nine dollars (\$1,127,899), based upon deliverables, such compensation not to exceed (\$1,127,899), including gross receipt tax. The New Mexico gross receipts tax levied on the amount payable under this Agreement totaling (\$95,172.12) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million two hundred twenty-three thousand seventy-one dollars and twelve cents (1,223,071.12).** 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 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 these services in excess of the total compensation amount being provided.

3. TERM:

Article 4. of the Contract is hereby deleted in its entirety and substitute the following Article 4. in its place:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on June 30, 2025, unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement does not exceed a total amount of (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

34. 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: Jun 4, 2024

CONTRACTOR:

Huitt-Zollars, Inc.



John Jarrard (Apr 26, 2024 08:34 MDT)

JOHN JARRARD, VICE PRESIDENT

DATE: Apr 26, 2024

CRS# 75-1500178

Registration # 223498

ATTEST:



Alan Webber (Jun 4, 2024 12:04 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK

XIV

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Apr 26, 2024 08:48 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR



April 14, 2024

Mr. Lawrence Garcia
Maintenance Manager
City of Santa Fe
Environmental Services Division
1142 Silar Road
Santa Fe, NM 87507

RE: Additional Design Services for ESD Operations and Maintenance Facility

Dear Lawrence,

Huitt-Zollars is pleased to provide the following fee proposal for additional design services for the above reference project. Per our recent meeting and discussions, I have developed the proposed fee as indicated below. A breakdown of these fees are included on the attached spreadsheet.

SCOPE OF ADDITIONAL SERVICES

NEW ENRTY DRIVE

Provide design services for the construction of a new entrance drive from Rufina St. to the new Operations and Maintenance Facility site, approximately 800 feet to the west. The new 35' wide road will be built to City of Santa Fe standards, including pavement design, grading and drainage, etc. The road will require several driveway entrances to accommodate the existing warehouses and the existing CNG fueling facility. Utilities to serve the new O & M Facility will be installed as required within the ROW of this new road as a part of this project. The road will be fenced along both sides of the road with gates as required to allow access to the warehouses.

Design Services

Pre-Design Meetings and Weekly Project Team Coordination

Schedule and facilitate a pre-design meeting with the Client and applicable City of Santa Fe Departments

Drainage Analysis Report

Prepare, submit and process for approval Drainage Report for approval by the City.

Infrastructure Improvement Plans (60%, 90% Completion):

Prepare and submit Infrastructure Improvement Plans thru the City.

Survey Services

Easement Plat

Category existing documents and perform required field surveys to confirm record boundary.

Perform a boundary survey on three (3) parcels which are

Not Addressed - Tract 1 T17N R9E Sec 33

2950 Aqua Fria Street - Tract 69-303 Being Parcel 2 T17N R9E Sec 33

1142 Rufina Street - T17N R9E Sec 33

Easement Plat Processing

Prepare, submit and process preliminary and final plat thru City.

Design Survey

Utilize City survey monuments and establish project control.

Prepare a design level survey of project limits. Survey will include control, surface features, underground data for sanitary sewer and storm drain.

Reduce data and develop project base map.

DESIGN REVISIONS FOR FIELD OPERATIONS

Provided design services for the additional space required for the Field Operations functions in the new Operations Facility. This will include 6 administration offices, employee break room, training room, with kitchenette for 80 staff members, conference room, lockers and toilet rooms to accommodate up to 85 drives. The fee for this scope of work is included on the attached spreadsheet.

PROJECT PHASING

Provide design services for phasing the design and construction of the project. The phasing of the project is requested to allow bidding and construction of the project to match available funding, as necessary. The Maintenance Building and associated site work will be identified as Phase One and the Operations Building and all associated site work, including the entry drive, will be identified as Phase Two. The drawings will be prepared such that a separate bid can be provided for each phase. The fee breakdown also includes the additional time to develop bid packages for each phase separately and for the added time for construction administration, due to the extended construction period.

Huitt-Zollars' total fee for the additional design services outlined above and as indicated on the attached spreadsheet is a lump sum of \$247,899.00. New Mexico Gross Receipts Tax and reimbursable expenses will be invoiced in addition to these professional fees. All services will be invoiced monthly based on a percentage of work completed. We look forward to continuing our working relationship with you and the Environmental Services Division and are ready to start the work. Please do hesitate in calling me if you have any questions or need any additional information.

Please let me know if you have any questions or if you need any additional information.

Sincerely,

Huitt-Zollars, Inc.

A handwritten signature in blue ink, appearing to read 'John Jarrard', written over a circular stamp or seal.

John Jarrard, AIA
Vice President

Additional Design Services for
ESD Operations & Maintenance Facility
City of Santa Fe

Manhour Estimate

April 14, 2020

HR	HR	HR	HR	HR	HR	HR	HR
PM	CM	CAD Tech	CM	CAD Tech	CAD	WP	WP

SCOPE OF SERVICES

Final Vetting / As Bids Documentation
Meetings with City Departments
Design Develop
Preliminary Design Documents
Design Review Meetings
Final Design Documents
Construction Administration

Total Hours

Manhour Rate

TOTAL

Guaranteed Payment

Typing/Graphic Service

TOTAL COST

100% Contingency for materials

Update all drawings

Total Hours

Manhour Rate

TOTAL

100% Contingency for materials

Update all drawings

Total Hours

Manhour Rate

TOTAL

100% Contingency for materials

Update all drawings

Total Hours

Manhour Rate

TOTAL

100% Contingency for materials

Update all drawings

Total Hours

Manhour Rate

TOTAL

**CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT**

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

RECITALS

WHEREAS, the 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 professional service, rendering services related to Building Design 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 [one year], as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.

The Contractor shall provide the following services for the City:

Design a Fleet Maintenance facility with a Compressed Natural Gas Compliant (CNGC) H-2 designation which meets all local, state, and federal regulations, to include a minimum of four drive through bays to accommodate up to eight vehicles. The maintenance facility shall include, but is not limited to, a room to store parts and equipment, oil storage area, two pits for truck lifts, overhead piping for all fluids, overhead crane trolley, a vehicle exhaust system, and a standalone truck wash bay. The Maintenance area will house seven staff members and will require three administrative offices. Included within the same building and separated by an interior wall, a facility for field operations supervisor/managerial staff to include but not limited to, six administrative offices, a training room with kitchen to accommodate eighty staff members for meetings, breaks/meals, restrooms with showers and lockers for fifty-six drivers.

Design will also include an administration facility to include but not limited to, a public foyer with service window which meets American with Disabilities Act, and all local, state, and federal

regulations. Administrative offices to accommodate fourteen staff personnel, a conference room, a break area with kitchenette, restroom facility, storage spaces, and utilities closets.

The facility design shall incorporate innovative elements equivalent to gold leadership in Energy and Environmental Design (LEED) rating system for new construction standards, including but not limited to, alternative water, energy efficiency and renewable energy technologies.

The design will also include geotechnical inspection and report; environmental and cultural investigation and report; professional survey to determine existing grades and utilities; existing utility locates to support the design, construction drawings and specifications; and a building access layout such as sidewalks, parking areas, and storm and surface water retention areas.

The proposed facilities shall be designed to create safe and functional working space for the Environmental Services Division (ESD). Contractor to work with Procurement Manager, Project Manager and Designated representatives to determine the requirements of the facility.

A. Programing.

Schedule kick-off meeting to include the Procurement Manager, Project Manager, and designated City staff representatives to understand the goals and requirements of the scope of work, project goals, and requirements.

Schedule and attend meetings for written schedule updates, innovative alternative, and project summary. These meetings may be weekly, biweekly, or monthly as required to meet the contract requirements. The meetings shall be either virtual or in-person as appropriate to achieve goals and project requirements.

Written narrative for required upgrades to proposed property and provide a written summary to the procurement manager and project manager, to assure all facilities meet the requirements set forth by the City.

Provide directives on the most advantageous design and construction applications.

Prepare Written geotechnical investigation report as required by local, state, and federal regulations.

Prepare Written cultural investigation report as required by local, state, and federal regulations.

Provide professional survey of the site to determine property boundaries, existing grades, features and utility locations.

B. Schematic Design.

Written project summary, including narrative report on all-design aspects of the proposed facilities

Written summary of site analysis of the existing and proposed plans to meet the design requirements.

Written basic floor plans for each level of the facilities.

Basic furniture, and equipment layout of the proposed facilities.

Multiple sections and elevations for all buildings.

Review and adhere to all building code & local regulations that might be impacted by project.

Include a narrative of incorporated equipment which shall be included in the construction.

C. Design development.

Updated site plan(s) including operational equipment:

Floor plans, building sections, and building elevations.

Reflected ceiling plan(s) including operational equipment.

Provide finish, window, and door schedules/design.

Provide details of key ideas,

Preliminary electrical, plumbing, heating, ventilation, and air conditioning, communications, and fire protection plans, and recommended fixtures and furniture.

Equipment included in construction.

Parking structures, including sidewalks, and surface and stormwater retention.

Draft project manual with division 1 specifications and table of contents for all other divisions.

A complete set of construction drawings (ready for permits, and construction); floor plans, ceiling plans, electrical, communications/It, mechanical, plumbing, fire protection and all necessary elevations, details/sections, and finish specifications.

Provide complete project manual including instructions to billers (ITB), division 1 and all other specification sections necessary to construct a complete project.

Lead public outreach efforts per City of Santa Fe Emergency News Network (ENN) Requirements.

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 rate of eight hundred eighty thousand dollars (\$880,000), based upon deliverables, such compensation not to exceed (\$880,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$74,254.40) 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 (\$954,254.40). 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 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, 2024 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 does not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

5. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party;

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

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

6. **Appropriations.**

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

7. **Status of Contractor.**

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

8. **Assignment.**

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

9. Subcontracting.

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

10. Release.

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

11. Confidentiality.

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

12. Product of Service — Copyright.

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

13. Conflict of Interest: Governmental Conduct Act.

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

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

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

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

14. Amendment.

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

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

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Penalties for violation of law.

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

17. Equal Opportunity Compliance.

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

18. Applicable Law.

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

19. Workers Compensation.

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

20. Professional Liability Insurance.

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

21. Other Insurance

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

Commercial General Liability insurance shall be written on an occurrence basis and be as 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.

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

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.

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.

22. Records and Financial Audit.

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

23. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses

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

24. New Mexico Tort Claims Act

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

25. Invalid Term or Condition.

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

26. Enforcement of Agreement.

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

27. Notices.

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

To the City:

Lawrence Garcia
1142 Siler Road
Santa Fe, NM 87507
lmgarcia@santafenm.gov

To the Contractor:

Huitt-Zollars Inc.
John L. Jarrard, Vice President
6501 American Pkwy NE Suite 830
Albuquerque, NM 87110-5308

28. Authority.

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

29. Merger.

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

30. Non-Collusion.

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

31. Default/Breach.

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies.

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irreparable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure.

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery

scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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

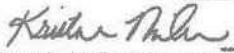
CITY OF SANTA FE:



ALAN M. WEBBER, MAYOR

DATE:

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK XIV

GB MTG 08/30/2023

CITY ATTORNEY'S OFFICE:



SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Sep 7, 2023 17:29 MDT)

EMILY OSTER, FINANCE DIRECTOR

ESD FUND 510/5100396

Org. Name/Org#: 572560

CONTRACTOR:

Huitt-Zollars Inc.



Joseph M. Gallegos (Aug 7, 2023 05:54 MDT)

JOHN L. JARRARD, VICE PRESIDENT

DATE: Aug 2, 2023

CRS# 75-1500178

Registration #2234987

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: Huitt Zollars Inc.

Procurement/contract Title: Design of Administrative and Maintenance Facility

Procurement Method/Vehicle: ☐ Sole Source ☐ State Price Agreement/Existing ☐

Cooperative ☒ Request For Proposals(RFP) ☐ Invitation To Bid (ITB) ☐ Exempt: 13-1-98

☐ Small Purchase (Contract Under \$60,000) ☐ Other: _____

Requesting Department: Public Utilities

Staff Name: Lawrence Garcia

LG
LG

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
☐	☒	Written Determination (srvs)	☐	☒	Quote(s) (3 Valid & Current for Over 20k)
☐	☒	RFP - Confidential info to be provided to GB by CPD Buyer	☐	☒	BAR
☐	☒	ITB (include bid tab)	☐	☒	FIR
☒	☐	Other: <u>City of Santa Business License</u>	☒	☐	Certificate of Insurance (srvs)
☐	☒	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, page, and items to be purchased)			
☐	☒	Horizon Declaration or Screenshot of horizonsofnewmexico.org/services.html (srvs)			
☒	☐	Summary of Contract (only on contracts)			
☒	☐	Current Santa Fe Business Registration (or Exemption if no tax)			
☐	☒	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
☐	☒	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
☐	☒	Evaluation Committee Report (RFPs only)			
☐	☒	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
☒	☐	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

Lawrence Garcia (505) 955-2241 LG

Department Point of Contact

ESD Fleet Manager

Title

April 15, 2024

Date

Apr 29, 2024

Date

May 1, 2024

Date

Department Director

Jordan Lovato Montano

Chief Procurement Officer

N/A

ITT Representative

Title

Date



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204322 Procurement # (RFP/ITB# If any):

Contractor: Huitt Zollar Vendor 2705 RFP 23/52/P

Procurement Method/Vehicle: Small Purchase ☐ RFP ☒ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐ SWPA/Existing ☐

Description/Title: Design of Administrative and Maintenance Facility

Contract: ☒ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: 8/30/2023 Term End Date: June 30, 2024 Total Contract Amount: \$954,254.40

☒ Approved by Council (If over the City Manager's approval threshold, you must go through GB) 8/30/2023

Contract / Lease: Professional Service Agreement #23-0544

1.b Amendment #: 1 to the Original Contract/Lease # 23-0544

Increase/(Decrease) Amount \$: 247,899.00

Extend Expiration Date to: June 30, 2025

☐ Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: TBD

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
First year of a one year contract, Amendment to extend term for one additional year, and increase Compensation for Road Design.

3. **Procurement History:** First year of a one year contract.

Jordan Lovato Montano

Purchasing Officer Review:

May 1, 2024

Date:

Comment & Exceptions: Procured via RFP 23/52/P

4. **Funding Source:** Enterprise Fund 510 (ESD)

Andy Hopkins

Org / Object: 5100345/572960

May 1, 2024

Date:

Budget Officer Approval:

Comment & Exceptions:

5. Grant History (If applicable): N/A

Grants Administrator Approval:

Date: N/A

Staff Contact who Completed This Form: Lawrence Garcia

Phone #: 505-955-2241

To be recorded by City Clerk:

Email: lmgarcia@santafenm.gov

Clerk #:

Date of Execution:

ITT Representative (attesting that all information is reviewed)

Title

Date

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Huitt-Zollars, Inc.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 5430 Lyndon B Johnson Freeway, Suite 1500	Requester's name and address (optional)
6 City, state, and ZIP code Dallas, TX 75240	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
7	5	-	1	5	0	0	1	7	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

1/4/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2023

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

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

PRODUCER
Marsh & McLennan Agency LLC
8144 Walnut Hill Lane, 16th Floor
Dallas TX 75231

CONTACT
NAME: Stacy Brimer
PHONE
A/C No. Ext: 972-770-1689 FAX
A/C No.: 972-376-8108
E-MAIL
ADDRESS: Stacy.Brimer@MarshMMA.com

HUITZOL

PRODUCER
Hunt-Zollars, Inc.
5430 LBJ Freeway, Suite 1500
Dallas TX 75240

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance Company	29424
INSURER B: Federal Insurance Company	20281
INSURER C: Hartford Underwriters Insurance Company	30104
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1451036384

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X	COMMERCIAL GENERAL LIABILITY		46UUNOL5276	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000
		CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	X	Deductible: \$0					MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
		POLICY X PRO-JECT X LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
		OTHER:					\$
A		AUTOMOBILE LIABILITY		46UENOL5276	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	X	ANY AUTO					BODILY INJURY (Per person) \$
		OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	X	HIRED AUTOS ONLY	X				PROPERTY DAMAGE (Per accident) \$
	X	Coll \$1k/\$2k	X				\$
							\$
A	X	UMBRELLA LIAB	X	46XHUOL5274	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 10,000,000
		EXCESS LIAB					AGGREGATE \$ 10,000,000
		DED X RETENTION \$ 10,000					\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		46WEOL6H1G	9/1/2023	9/1/2024	X PER STATUTE OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		Hired Car Physical Dam: \$100,000		46UENOL5276	9/1/2023	9/1/2024	Hired PD Comp/Coll
B		Employee Theft		82241508	9/1/2023	9/1/2024	Employee Theft
A		Valuable Papers		46UUNOL5275	9/1/2023	9/1/2024	Included in BPP Limit
							Ded \$1,000/\$1,000 Limit: \$1,000,000

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

Additional Insured form #HG0001 edition 09/16 applies to the General Liability policy.
Waiver of subrogation form #HG0001 edition 09/16 applies to the General Liability policy.
Primary & Non-Contributory General Liability form #HG0001 edition 09/16.

Additional Insured form #HA9916 edition 12/21 applies to the Automobile Liability policy.
Waiver of subrogation form #HA9916 edition 12/21 applies to the Automobile Liability policy.
Primary & Non-Contributory Auto Liability form #HA9916 edition 12/21.

See Attached...

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
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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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Huitt-Zollars, Inc. 5430 LBJ Freeway, Suite 1500 Dallas TX 75240	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Waiver of subrogation form #WC00 edition 03/13 and #WC04 edition 03/06 and #WC420304B applies to the Workers Compensation policy.

Additional Insured form #XL0003 edition 09/16 applies to the Umbrella policy.

Waiver of Subrogation form #XL0003 edition 09/16 applies to the Umbrella policy.

Umbrella is follow form pursuant to form #XL0003 edition 09/16

Notice of Cancellation form #IH0307 edition 6/11 applies to the General Liability policy.

Notice of Cancellation form #WC99 edition 03/94 and #WC990531 applies to the Workers Compensation policy.

Notice of Cancellation form #IH0307 edition 6/11 applies to the Umbrella Liability policy.

Notice of Cancellation form IH0307 edition 06/11 applies to the Auto Liability policy.

The General Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Automobile liability policy includes waiver of subrogation wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Auto Liability policy contains an endorsement with "Primary and NonContributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Umbrella policy includes additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Umbrella policy includes waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Worker's Compensation policy includes a waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability, Auto Liability, Worker's Compensation and Umbrella Liability policies include a blanket notice of cancellation to the certificate holder endorsement, providing for (30) days' advance written notice if the policy is canceled by the company, or 10 days' written notice before the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.

RE: HZ No.: R316395.01 – City of Santa Fe Admin Office and Maintenance Facility.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2024

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

Risk Strategies
12801 North Central Expy. Suite 1725
Dallas, TX 75243

CONTACT

NAME: Joe Bryant
PHONE: (214) 323-4602 FAX: (214) 503-8899
A/C No. Ext:
E-MAIL: RSCcertrequest@risk-strategies.com

INSURER(S) AFFORDING COVERAGE

NAIC#

INSURER A: AXIS Surplus Insurance Company 26620

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Huilt-Zollars, Inc.
5430 LBJ Freeway
Suite 1500
Dallas TX 75240

COVERAGES

CERTIFICATE NUMBER: 78276130

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	ADOL SUBR INSR YWQ	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB ☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$
	☐ DED ☐ RETENTION S					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) ☐ Y/N ☐ N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Pollution Liability	✓	EBZ665006/01/2024	1/23/2024	1/23/2025	Per Claim \$1,000,000 Annual Aggregate \$2,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.
Re: HZ Project # R316395.01, City of Santa Fe Admin Office and Maintenance Facility.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
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

Joe Bryant

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ACORD 25 (2016/03)

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City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: HUITT-ZOLLARS INC
DBA: HUITT-ZOLLARS INC

Business Location: 6501 AMERICAS PARKWAY NE STE 830 -
ALBUQUERQUE, NM 87110

Owner: KIM KEMPER

License Number: 223498

Issued Date: December 04, 2023

Expiration Date: December 04, 2024

CRS Number: 02279106000

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

HUITT-ZOLLARS INC
6501 AMERICAS PARKWAY NE 830
ALBUQUERQUE, NM 87110

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 TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

GB Packet_Huitt-Zollars_ESD_ Amend 3 for SOW Comp Term_\$1.4M

Final Audit Report

2026-06-29

Created:	2026-06-29
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwdgc7HjwfSvEjAKUkR1Ccpq6Nyr__-FI
Documents:	GB Packet_Huitt-Zollars_ESD_ Amend 3 for SOW Comp Term_\$1.4M.pdf (55 pages)
Number of Documents:	1
Document page count:	55
Number of supporting files:	0
Supporting files page count:	0

"GB Packet_Huitt-Zollars_ESD_ Amend 3 for SOW Comp Term_\$1.4M" History

-  Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2026-06-29 - 8:11:01 PM GMT- IP address: 63.232.20.2
-  Document emailed to CARYN GROSSE (clgrosse@santafenm.gov) for signature
2026-06-29 - 8:19:19 PM GMT
-  Email viewed by CARYN GROSSE (clgrosse@santafenm.gov)
2026-06-29 - 8:20:28 PM GMT- IP address: 104.47.65.254
-  Document e-signed by CARYN GROSSE (clgrosse@santafenm.gov)
Signature Date: 2026-06-29 - 8:23:21 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE
-  Document emailed to YVONNE SWENSON (ycswenson@santafenm.gov) for signature
2026-06-29 - 8:23:44 PM GMT
-  Email viewed by YVONNE SWENSON (ycswenson@santafenm.gov)
2026-06-29 - 8:43:55 PM GMT- IP address: 63.232.20.2
-  Document e-signed by YVONNE SWENSON (ycswenson@santafenm.gov)
Signature Date: 2026-06-29 - 8:52:40 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

 Document emailed to DEBORA TRUJILLO (dctrujillo@santafenm.gov) for signature

2026-06-29 - 8:53:02 PM GMT

 Email viewed by DEBORA TRUJILLO (dctrujillo@santafenm.gov)

2026-06-29 - 8:53:08 PM GMT- IP address: 51.54.38.123

 Document e-signed by DEBORA TRUJILLO (dctrujillo@santafenm.gov)

Signature Date: 2026-06-29 - 9:34:18 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

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2026-06-29 - 9:34:40 PM GMT

 Email viewed by Timothy Farrell (tgfarrell@santafenm.gov)

2026-06-29 - 10:04:41 PM GMT- IP address: 104.47.64.254

 Document e-signed by Timothy Farrell (tgfarrell@santafenm.gov)

Signature Date: 2026-06-29 - 10:06:13 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

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2026-06-29 - 10:06:42 PM GMT

 Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)

2026-06-29 - 10:09:13 PM GMT- IP address: 63.232.20.2

 Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)

Signature Date: 2026-06-29 - 10:09:38 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

 Agreement completed.

2026-06-29 - 10:09:38 PM GMT

GB_Packet_Huitt-Zollars_ESD__Amend_3_for_SOW_Comp_Term_\$1.4M_-_v2.0

Final Audit Report

2026-07-01

Created:	2026-06-30
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArQSVIXOyT7JUZY_auvMWQA9dO07b1_Kn
Documents:	GB_Packet_Huitt-Zollars_ESD__Amend_3_for_SOW_Comp_Term_\$1.4M_-_v2.0.pdf (57 pages)
Number of Documents:	1
Document page count:	57
Number of supporting files:	0
Supporting files page count:	0

"GB_Packet_Huitt-Zollars_ESD__Amend_3_for_SOW_Comp_Term_\$1.4M_-_v2.0" History

-  Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-06-30 - 2:53:20 PM GMT- IP address: 98.60.118.215
-  Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling
2026-06-30 - 2:56:49 PM GMT
-  Form filled by ALYSSA PEREZ (aeperez@santafenm.gov)
Form filling Date: 2026-06-30 - 2:57:26 PM GMT - Time Source: server- IP address: 98.60.118.215 - Signature Appearance Selected: TYPE
-  Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-06-30 - 2:58:02 PM GMT
-  Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-06-30 - 5:58:50 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-06-30 - 5:59:41 PM GMT - Time Source: server- IP address: 63.232.20.129 - Signature Appearance Selected: IMAGE
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-06-30 - 6:00:17 PM GMT

 Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)

2026-06-30 - 7:39:41 PM GMT- IP address: 63.232.20.2

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

2026-06-30 - 10:23:38 PM GMT- IP address: 63.232.20.2

 Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

Signature Date: 2026-07-01 - 3:38:41 PM GMT - Time Source: server- IP address: 153.66.23.25 - Signature Appearance Selected: IMAGE

 Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature

2026-07-01 - 3:39:14 PM GMT

 Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)

Signature Date: 2026-07-01 - 7:56:03 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

 Agreement completed.

2026-07-01 - 7:56:03 PM GMT

Date: June 26, 2026

To: Governing Body

From: Marlisa B. Wilson, Public Works Project Manager *Marlisa B. Wilson*

Via: Sam Burnett, Public Works Department Director *SB* JOHN BURNETT (Jun 29, 2026 15:15:25 MDT)
Tim Farrell, Interim Facilities Division Director *Timothy Farrell*
Carol Swenson, Public Works Business Operations Manager *CS* YVONNE SWENSON (Jun 29, 2026 11:35:59 MDT)

Subject: Reengineer and Replace the Existing Energy Management System for the City-Owned Building at 1035 Alto Street Leased to and Occupied by La Familia Medical Center

Vendor Name: TLC Services, LLC

Vendor Number: 11445

ACTION:

Request for Approval of a Construction Contract with TLC Services, LLC in the Total Amount of \$229,340 Including NMGRS for Replacement of the Energy Management System for the City-Owned Facility Leased by La Familia Medical Center with Term Ending July 4, 2027. (Marlisa B. Wilson, Public Works Project Manager, mbwilson@santafenm.gov)

CONTRACT NUMBER:

The Munis Contract Number is 3260410.

BACKGROUND AND SUMMARY:

La Familia Medical Center (LFMC) has leased the City-owned facility at 1035 Alto Street, Santa Fe, since October 15, 1995, for \$1 per year. The lease requires that the tenant perform regular maintenance and City perform major system repairs.

Roof assessments of the facility concluded that a full roof replacement was necessary to address leaks. Facilities Management Division (FMD) also evaluated the HVAC system and found that replacement of the HVAC system was required to reliably meet heating and cooling needs.

The previously approved BAR in the amount of \$1,400,000 funded a \$1,150,000 full-roof replacement and will now fund the reengineering and replacement of the existing Energy Management System at this facility.

La Familia Medical Center provides comprehensive medical, dental, and behavioral health services to the public regardless of income, insurance status, or legal standing. LFMC operates four state-of-the-art clinics throughout the city, including the flagship location at the City-owned building on Alto Street. These improvements are essential to support the continued delivery of vital healthcare services at LFMC's Alto Street clinic and to protect the City's asset.

ATTACHMENTS:

Construction Contract

Proposal

Statewide Price Agreement No. 30-00000-23-00084

Certificate of Insurance

Horizons Services List

CPO Determination

June 2025 BAR Packet – La Familia Reroof & HVAC

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: FACILITIES/320

Munis Org Name/Number: FacilityCIP/3209980

Munis Object Name/Number: WIP Constr/572970

Budget Officer/Designee: Andy Hopkins Date: 06/30/2026
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used is NMSA 1978, Section 13-1-129, Statewide Price Agreement No. 30-00000-23-00084, which expires on July 4, 2027.

This procurement was conducted under the authority of NMSA 1978, Section 13-1-129, which permits the City to utilize price agreements established by the State of New Mexico or other New Mexico governmental entities. The underlying contract was competitively solicited and awarded on July 5, 2023, with four (4) 1-year terms, for a total potential contract length of four (4) years. By purchasing through this agreement, the City secured the requested services from TLC Services, LLC, while saving both time and administrative costs associated with conducting a separate solicitation. Leveraging this competitively awarded contract provides the best value to the City and conserves taxpayer resources.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano Date: 06/30/2026
CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

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

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: Timothy Farrell

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

If yes, what is the issuing agency: _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Capital Asset or Project? ☒ Yes | ☐ No

Project Ledger Number PWD2532061 - Construct
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

CITY OF SANTA FE
CONSTRUCTION CONTRACT

Reengineer and Replace the Existing Energy Management System
for the City-Owned Building at 1035 Alto Street,
Leased to and Occupied by La Familia Medical Center

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

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

A. The Contractor shall perform the following work:

The Contractor shall reengineer and replace the existing energy management system for the City-owned building at 1035 Alto Street, leased to and occupied by La Familia Medical Center, in accordance with Exhibit A, attached hereto.

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

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

2. Compensation

A. **Payment.** The City shall compensate the Contractor based on the itemized amounts and/or rates specified in Exhibit A, including additional amounts as set forth below.

For the services described in the scope of work, the City agrees to pay the Contractor:	\$ 192,712.18
A maximum 10% contingency in an amount approved by the Director of Public Works or City Manager	+ \$ 19,271.22
Subtotal	= \$ 211,983.40
The services in the contract include NMGRT (at 8.1875%) which equals:	+ \$ 17,356.14
The total compensation for the contract including NMGRT is:	= \$ 229,339.54

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

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

3. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on **July 4, 2027**, unless terminated pursuant to Paragraph 4 (Termination) or Paragraph 5 (Appropriations).

4. **Termination**

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

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of

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

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

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

5. Appropriations

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

6. Status of Contractor

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

7. Construction Contract Performance and Payment Bond

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

performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

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

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service – Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

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

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 Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

14. Amendment

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

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

15. Change Orders

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

1. Deliverable requirements, as outlined in the Scope of Work;
2. Due date of any Deliverable, as outlined in the Scope of Work;

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

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

1. The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
 - (a) the name of the person requesting the change;
 - (b) a summary of the required change;
 - (c) the start date for the change;
 - (d) the reason and necessity for change;
 - (e) the elements to be altered; and
 - (f) the impact of the change.
2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

16. Merger

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

This Contract is issued against the state or agency Master Agreement, established and maintained by the State of New Mexico General Services Department, Purchasing Division, Statewide Price Agreement No. 30-00000-23-00084 and through this language hereby incorporates this Contract by reference and is included in the order of precedence.

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

17. Penalties for Violation of Law

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

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical

condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

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

20. Workers' Compensation

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

21. Other Insurance

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

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

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

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

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage

provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. Records and Financial Audit

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

23. Indemnification

The Contractor shall indemnify, hold harmless, or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the indemnitor or its officers, employees or agents. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify the legal counsel of the City.

24. New Mexico Tort Claims Act

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

25. Invalid Term or Condition

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

26. Enforcement of Contract

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

27. Notices

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

requested, postage prepaid, as follows:

To the City: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909 Public Works Department Facilities Division Marlisa Wilson Project Manager 2651 Siringo Road Santa Fe, NM 87505 mbwilson@santafenm.gov 505-955-5937	To the Contractor: Eddie C. Padilla President TLC Services, LLC 5000 Edith Boulevard NE Albuquerque, NM 87107 epadilla@tlcplumbing.com (with a courtesy copy to legal@tlcplumbing.com) 505-362-6490
--	---

28. Authority

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

29. Progress Payments

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

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

30. Final Payment

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In

addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

31. Schedule

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

32. General and Special Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF SANTA FE:

CONTRACTOR:
TLC Services, LLC

MICHAEL J. GARCIA, MAYOR

 (Jun 25, 2026 13:06:17 MDT)

EDDIE C. PADILLA, PRESIDENT

DATE: _____

DATE: Jun 25, 2026

NMBTIN: 03-583848-0-05

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:



Kevin L. Nault (Jun 25, 2026 14:20:55 MDT)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR



PROPOSAL

Main (505) 761-9696
Fax (505) 761-9875
5000 Edith Blvd. NE
Albuquerque, NM 87107

EXHIBIT A



TLCplumbing.com
Lic. 414079

E00706 - La Familia - Controls Phase 2

City of Santa Fe

PO Box 909
Santa Fe, NM 87504

Reference: 20260310-155358400

Quote created: March 10, 2026

Quote expires: July 31, 2026

Quote created by: Albert Prada

Marlisa Wilson

mbwilson@santafenm.gov
+15057952469

aprada@tlcplumbing.com

+15054235032

Ginger Robertson

vrobertson@lfrmctr.org
+15054665517

Site Address: 2145 Caja Del Oro Grant Rd

Scope of Work Quoted By Albert

SPA # 30-00000-23-00084

Price below includes the following:

Provide labor and materials to install the building automation system infrastructure for VAV boxes, rooftop units, and Reznor heating units.

Electrical contractor shall install conduit pathways, BAS communication wiring, tubing, and device terminations. Controls vendor will provide startup, programming, commissioning, graphics, and training only.

Work shall comply with NEC and local codes.

BAS Network Wiring

Provide BAS communication wiring between all devices.

Scope includes:

- Furnish and install 18AWG 1-pair shielded plenum BAS cable.
- Install cable in daisy chain configuration from NEXUS controller to:
 - 44 Dual VAV controllers
 - 4 RTU controllers
 - 2 Reznor heater controllers
- Route cable through installed EMT conduit pathways.
- Provide service loop at each controller.
- Label each cable at both ends.

Total devices: 50

VAV Control Wiring & Termination

Provide BAS wiring and terminations for 44 Dual-Duct VAV boxes.

Scope includes:

- Pull BAS cable to each controller.
- Terminate communication wiring at controller terminals.
- Install wall sensor wiring where required.
- Provide labeling and identification.

RTU Controls Wiring

Provide BAS wiring for 4 rooftop units.

Scope includes:

- Pull BAS communication cable from network trunk.
- Terminate wiring at RTU controller.
- Install wiring for:
 - supply air temperature sensor
 - return air temperature sensor
 - compressor current switch
 - blower current switch
 - wall sensor

Provide weatherproof routing and protection at rooftop equipment.

Reznor Heater Controls

Provide BAS wiring and tubing for 2 Reznor heating units.

Scope includes:

- Pull BAS communication cable.
- Terminate at Reznor controller.
- Install wiring for:
 - supply air temp sensor
 - return air temp sensor
 - blower current switch
 - VFD interface
 - duct static pressure probe
 - differential pressure transmitter

Static Pressure Tubing

Install tubing from Reznor units to static pressure probe.

Scope includes:

- Install 1/4" poly tubing.
- Route tubing from unit controller to probe location.
- Mount probe approximately 2/3 down duct run.
- Secure tubing along ductwork.

Conduit Installation

Provide EMT conduit pathways for BAS wiring.

VAV Stub Conduits

- Install 1" EMT stub conduit to each VAV controller.
- Install pull string.

RTU Conduits

- Install 3/4" EMT conduit from interior BAS pathway to roof.
- Provide roof penetration and weatherproof fitting.
- Provide liquidtight flex whip at unit.

Reznor Heater Conduits

- Install 3/4" EMT conduit to heater control location.

Device Terminations

Electrical contractor shall:

- Land BAS communication wiring at controllers
- Terminate sensors
- Terminate pressure transmitters
- Terminate current switches
- Label all wiring

Included by vendor after install:

- Programming
- Graphics

- Commissioning
- System startup
- Owner training

BOM of Materials provided are as follows:

Qty: 44

Part #: DUAL-VAV

Description: ABB Controllers for existing Dual Duct VAV boxes with:

- 2 actuators
- 2 differential pressure transmitters
- 1 supply air temperature sensor
- 1 wall sensor for each Dual Duct VAV box

Qty: 4

Part #: RTU

Description: ABB Controllers for existing RTU package units with:

- 1 supply air temperature sensor
- 1 return air temperature sensor
- 1 blower motor current switch
- 1 compressor current switch
- 1 wall sensor for each RTU

Qty: 2

Part #: REZNOR

Description: ABB Controllers for existing Reznor heating units with:

- 1 supply air temperature sensor
- 1 return air temperature sensor
- 1 blower motor current switch
- 1 variable frequency drive
- 1 duct static pressure probe
- 1 differential pressure transmitter for each Reznor

Qty: 1

Part #: ABBPROG

Description: Programming of schedules, trends, alarms, runtimes for Dual-VAV, RTU, and Reznor.

Qty: 1

Part #: ABBGRAP

Description: Create and link graphics for Dual-VAV, RTU, Reznor.

Qty: 1

Part #: ABBCOMM

Description: Field commission ABB control system.

Qty: 1

Part #: ABBTRAIN

Description: 2 hours owner's training.

Qty: 1

Part #: T101

Description: 1/4" OD Poly Tubing, Plenum, 250 ft roll.

Qty: 2

Part #: A-3145K

Description: Static Pressure Probe 4".

Qty: 4

Part #: P181PLC-RAS

Description: 18 AWG, 1 Pair, Low Capacitance, Shielded, Plenum, Raspberry, 1000 ft roll.

Qty: 1

Part #: SUBMITTAL

Description: Project specific submittals with wiring diagrams and install details.

Products & Services

Item & Description	Quantity	Unit Price	Total
Electrical SOW (tax not included)	1	\$192,712.18	\$192,712.18
One-time subtotal			\$192,712.18
Total			\$192,712.18

Proposal Exclusions

Electrical Exclusions:

- Demolition
- Temporary Power
- Temporary Lighting
- Seismic Wiring
- Concrete Cutting, Coring, Repairs, and Replacement
- Sheetrock Cutting, Coring, Repairs, and Replacement
- Roofing Cutting, Coring, Repairs, and Replacement
- Flooring Cutting, Coring, Repairs, and Replacement
- Structural
- Bond is included
- Extended hours ADD 30% if required.
- Any Other Work Not Specifically Included On This Proposal.
- Any Code Violations Not Directly Correlated To The Installed Equipment.
- HVAC Or Plumbing, Unless Specifically Stated On Scope.

Signature

Signature

Date

Printed name

Questions? Contact me



Albert Prada
aprada@tlcplumbing.com
+15054235032

TLC Plumbing, Heating, Cooling and Electrical
5000 Edith Blvd NE
Albuquerque, NM 87107
United States

2026 COSF TLCS La Familia Construction Contract - FINAL

Final Audit Report

2026-06-25

Created:	2026-06-18
By:	JULIE KENNY (jckenny@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAANOf_0wYxoKh6WNbGq1pqdRIzEV4bnnD
Documents:	2026 COSF TLCS La Familia Construction Contract - FINAL.pdf (18 pages)
Number of Documents:	1
Document page count:	18
Number of supporting files:	0
Supporting files page count:	0

"2026 COSF TLCS La Familia Construction Contract - FINAL" History

-  Document created by JULIE KENNY (jckenny@santafenm.gov)
2026-06-18 - 5:00:53 PM GMT- IP address: 63.232.20.2
-  Document emailed to Eddie Padilla (epadilla@tlcplumbing.com) for signature
2026-06-18 - 5:01:44 PM GMT
-  Email viewed by Eddie Padilla (epadilla@tlcplumbing.com)
2026-06-18 - 5:11:05 PM GMT- IP address: 174.238.227.94
-  Email viewed by Eddie Padilla (epadilla@tlcplumbing.com)
2026-06-20 - 5:18:38 PM GMT- IP address: 174.238.225.80
-  Email viewed by Eddie Padilla (epadilla@tlcplumbing.com)
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-  Email viewed by Eddie Padilla (epadilla@tlcplumbing.com)
2026-06-24 - 8:56:04 PM GMT- IP address: 4.1.118.18
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Document e-signed by Eddie Padilla (epadilla@tlcplumbing.com)

Signature Date: 2026-06-25 - 7:06:17 PM GMT - Time Source: server- IP address: 4.1.118.18 - Signature Appearance Selected: DRAW



Document emailed to klnault@santafenm.gov for signature

2026-06-25 - 7:06:19 PM GMT



Email viewed by klnault@santafenm.gov

2026-06-25 - 8:19:59 PM GMT- IP address: 172.59.3.224



Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault

2026-06-25 - 8:20:53 PM GMT- IP address: 172.59.3.224



Document e-signed by Kevin L. Nault (klnault@santafenm.gov)

Signature Date: 2026-06-25 - 8:20:55 PM GMT - Time Source: server- IP address: 172.59.3.224 - Signature Appearance Selected: TYPE



Agreement completed.

2026-06-25 - 8:20:55 PM GMT



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:
25 Vendors

Number: 30-00000-23-00084

Amendment No.: Nine

Term: July 5, 2023 – July 4, 2027

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

Procurement Specialist: Karen Wisdom *KW*

Telephone No.: (505)500-9912

Invoice:
As Requested.

Email: karen.wisdom@gsd.nm.gov

Title: HVAC and Plumbing Services - Statewide

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 5, 2026 to July 4, 2027 at the same price, terms and conditions.

This amendment is issued to reflect the following effective immediately (See Following pages):

- **Updated Vendor Information**
- **Price Escalations by Requested Vendors**

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

Accepted for the State of New Mexico

Dorothy Mendonca

New Mexico State Purchasing Agent

Date: 6/2/2026

SPD_Amd_General_009_Rev_08_0822

Update Vendor Information for Vendors as follows:

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

TO:
 (AP)0000166933
 McDowell Mechanical, LLC
 64 Vista del Monte
 Santa Fe, NM 87508
 505-204-2919
 mcdowellmechanicalsf@gmail.com

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

TO:
 (AR)0000137241
 Mosark, LLC
 35257 Hwy 87
 Raton, NM 87740
 575-445-3981
 lark_justin@yahoo.com

FROM:
 (AA)0000051142
 A-Plus Plumbing & Heating, Inc.
 505-470-6162

TO:
 (AA)0000051142
 A-Plus Plumbing & Heating, Inc.
 505-927-2320

Price Escalations Requested by Vendor (AF) B&D Industries:

Item	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
Projects UNDER Sixty Thousand (\$60,000.00)					
1	1000	Hr.	Journeyman/Foreman/ Experienced Technician-Worker, regular hours		
			Zone 1	\$ 123.90	\$ 128.00
			Zone 2	\$ 123.90	\$ 128.00
			Zone 3	\$ 123.90	\$ 128.00
			Zone 4	\$ 123.90	\$ 128.00
			Zone 5	\$ 123.90	\$ 128.00
			Zone 6	\$ 123.90	\$ 128.00
2	1000	Hr.	Journeyman/Foreman/Experienced Technician-Worker, after hours		
			Zone 1	\$ 185.86	\$ 192.00
			Zone 2	\$ 185.86	\$ 192.00
			Zone 3	\$ 185.86	\$ 192.00
			Zone 4	\$ 185.86	\$ 192.00
			Zone 5	\$ 185.86	\$ 192.00
			Zone 6	\$ 185.86	\$ 192.00
3	1000	Hr.	Apprentice/Experienced Worker, regular hours worked		
			Zone 1	\$ 88.06	\$ 90.97
			Zone 2	\$ 88.06	\$ 90.97
			Zone 3	\$ 88.06	\$ 90.97
			Zone 4	\$ 88.06	\$ 90.97
			Zone 5	\$ 88.06	\$ 90.97
			Zone 6	\$ 88.06	\$ 90.97

SPD_Amd_General_009_Rev_08_0822

Item	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
4	1000	Hr.	Apprentice/Experienced Worker, after hours worked		
			Zone 1	\$ 132.10	\$ 136.46
			Zone 2	\$ 132.10	\$ 136.46
			Zone 3	\$ 132.10	\$ 136.46
			Zone 4	\$ 132.10	\$ 136.46
			Zone 5	\$ 132.10	\$ 136.46

5	1000	Hr.	Laborer, regular hours worked.		
			Zone 1	\$ 88.06	\$ 90.97
			Zone 2	\$ 88.06	\$ 90.97
			Zone 3	\$ 88.06	\$ 90.97
			Zone 4	\$ 88.06	\$ 90.97
			Zone 5	\$ 88.06	\$ 90.97
			Zone 6	\$ 88.06	\$ 90.97

6	1000	Hr.	Laborer, after hours worked		
			Zone 1	\$ 132.10	\$ 136.46
			Zone 2	\$ 132.10	\$ 136.46
			Zone 3	\$ 132.10	\$ 136.46
			Zone 4	\$ 132.10	\$ 136.46
			Zone 5	\$ 132.10	\$ 136.46
			Zone 6	\$ 132.10	\$ 136.46

Projects OVER Sixty Thousand (\$60,000.00) – Wage Decision Projects

7	1000	Hr.	Journeyman/Foreman/ Experienced Technician-Worker, regular hours		
			Zone 1	\$ 153.60	\$ 158.67
			Zone 2	\$ 153.60	\$ 158.67
			Zone 3	\$ 153.60	\$ 158.67
			Zone 4	\$ 153.60	\$ 158.67
			Zone 5	\$ 153.60	\$ 158.67
			Zone 6	\$ 153.60	\$ 158.67

8	1000	Hr.	Journeyman/Foreman/ Experienced Technician-Worker, after hours		
			Zone 1	\$ 230.40	\$ 238.00
			Zone 2	\$ 230.40	\$ 238.00
			Zone 3	\$ 230.40	\$ 238.00
			Zone 4	\$ 230.40	\$ 238.00
			Zone 5	\$ 230.40	\$ 238.00
			Zone 6	\$ 230.40	\$ 238.00

9	1000	Hr.	Apprentice/Experienced Worker, regular hours worked		
			Zone 1	\$ 88.06	\$ 90.97
			Zone 2	\$ 88.06	\$ 90.97
			Zone 3	\$ 88.06	\$ 90.97
			Zone 4	\$ 88.06	\$ 90.97
			Zone 5	\$ 88.06	\$ 90.97
			Zone 6	\$ 88.06	\$ 90.97

SPD_Amd_General_009_Rev_08_0822

Item	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
10	1000	Hr.	Apprentice/Experienced Worker, after hours worked		
			Zone 1	\$ 132.10	\$ 136.46
			Zone 2	\$ 132.10	\$ 136.46
			Zone 3	\$ 132.10	\$ 136.46
			Zone 4	\$ 132.10	\$ 136.46
			Zone 5	\$ 132.10	\$ 136.46
			Zone 6	\$ 132.10	\$ 136.46

11	1000	Hr.	Laborer, regular hours worked		
			Zone 1	\$ 88.06	\$ 90.97
			Zone 2	\$ 88.06	\$ 90.97
			Zone 3	\$ 88.06	\$ 90.97
			Zone 4	\$ 88.06	\$ 90.97
			Zone 5	\$ 88.06	\$ 90.97
			Zone 6	\$ 88.06	\$ 90.97

12	1000	Hr.	Laborer, after hours worked		
			Zone 1	\$ 132.10	\$ 136.46
			Zone 2	\$ 132.10	\$ 136.46
			Zone 3	\$ 132.10	\$ 136.46
			Zone 4	\$ 132.10	\$ 136.46
			Zone 5	\$ 132.10	\$ 136.46
			Zone 6	\$ 132.10	\$ 136.46

- Items 13-16 on original bid tab remain the same

Price Escalations Requested by Vendor (AT) PC Automated Controls, Inc.:

Item	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
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Projects UNDER Sixty Thousand (\$60,000.00)

1	1000	Hr.	Journeyman/Foreman/Experienced Technician-Worker, regular hours		
			Zone 1	\$ 121.00	\$ 123.90
			Zone 2	\$ 121.00	\$ 123.90
			Zone 3	\$ 121.00	\$ 123.90
			Zone 4	\$ 121.00	\$ 123.90
			Zone 5	\$ 121.00	\$ 123.90
			Zone 6	\$ 121.00	\$ 123.90

SPD_Amd_General_009_Rev_08_0822

Item	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
2	1000	Hr.	Journeyman/Foreman/Experienced Technician-Worker, after hours		
			Zone 1	\$ 181.50	\$ 185.86
			Zone 2	\$ 181.50	\$ 185.86
			Zone 3	\$ 181.50	\$ 185.86
			Zone 4	\$ 181.50	\$ 185.86
			Zone 5	\$ 181.50	\$ 185.86
			Zone 6	\$ 181.50	\$ 185.86

Item	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
3	1000	Hr.	Apprentice/Experienced Worker, regular hours worked		
			Zone 1	\$ 86.00	\$ 88.06
			Zone 2	\$ 86.00	\$ 88.06
			Zone 3	\$ 86.00	\$ 88.06
			Zone 4	\$ 86.00	\$ 88.06
			Zone 5	\$ 86.00	\$ 88.06
			Zone 6	\$ 86.00	\$ 88.06

Item	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
4	1000	Hr.	Apprentice/Experienced Worker, after hours worked		
			Zone 1	\$ 129.00	\$ 132.10
			Zone 2	\$ 129.00	\$ 132.10
			Zone 3	\$ 129.00	\$ 132.10
			Zone 4	\$ 129.00	\$ 132.10
			Zone 5	\$ 129.00	\$ 132.10

SPD_Amd_General_009_Rev_08_0822

Item	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
5	1000	Hr.	Laborer, regular hours worked.		
			Zone 1	\$ 86.00	\$ 88.06
			Zone 2	\$ 86.00	\$ 88.06
			Zone 3	\$ 86.00	\$ 88.06
			Zone 4	\$ 86.00	\$ 88.06
			Zone 5	\$ 86.00	\$ 88.06
			Zone 6	\$ 86.00	\$ 88.06

Item	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
6	1000	Hr.	Laborer, after hours worked		
			Zone 1	\$ 129.00	\$ 132.10
			Zone 2	\$ 129.00	\$ 132.10
			Zone 3	\$ 129.00	\$ 132.10
			Zone 4	\$ 129.00	\$ 132.10
			Zone 5	\$ 129.00	\$ 132.10
			Zone 6	\$ 129.00	\$ 132.10

Projects OVER Sixty Thousand (\$60,000.00) – Wage Decision Projects

Item	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
7	1000	Hr.	Journeyman/Foreman/Experienced Technician-Worker, regular hours		
			Zone 1	\$ 150.00	\$ 153.60
			Zone 2	\$ 150.00	\$ 153.60
			Zone 3	\$ 150.00	\$ 153.60
			Zone 4	\$ 150.00	\$ 153.60
			Zone 5	\$ 150.00	\$ 153.60
			Zone 6	\$ 150.00	\$ 153.60

SPD_Amd_General_009_Rev_08_0822

Item	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
8	1000	Hr.	Journeyman/Foreman/Experienced Technician-Worker, after hours		
			Zone 1	\$ 225.00	\$ 230.40
			Zone 2	\$ 225.00	\$ 230.40
			Zone 3	\$ 225.00	\$ 230.40
			Zone 4	\$ 225.00	\$ 230.40
			Zone 5	\$ 225.00	\$ 230.40
			Zone 6	\$ 225.00	\$ 230.40

Item	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
9	1000	Hr.	Apprentice/Experienced Worker, regular hours worked		
			Zone 1	\$ 86.00	\$ 88.06
			Zone 2	\$ 86.00	\$ 88.06
			Zone 3	\$ 86.00	\$ 88.06
			Zone 4	\$ 86.00	\$ 88.06
			Zone 5	\$ 86.00	\$ 88.06
			Zone 6	\$ 86.00	\$ 88.06

Item	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
10	1000	Hr.	Apprentice/Experienced Worker, after hours worked		
			Zone 1	\$ 129.00	\$ 132.10
			Zone 2	\$ 129.00	\$ 132.10
			Zone 3	\$ 129.00	\$ 132.10
			Zone 4	\$ 129.00	\$ 132.10
			Zone 5	\$ 129.00	\$ 132.10
			Zone 6	\$ 129.00	\$ 132.10

SPD_Amd_General_009_Rev_08_0822

	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
11	1000	Hr.	Laborer, regular hours worked		
			Zone 1	\$ 86.00	\$ 88.06
			Zone 2	\$ 86.00	\$ 88.06
			Zone 3	\$ 86.00	\$ 88.06
			Zone 4	\$ 86.00	\$ 88.06
			Zone 5	\$ 86.00	\$ 88.06
			Zone 6	\$ 86.00	\$ 88.06

SPD_Amd_General_009_Rev_08_0822

	Approx. Quantity	Unit	Article and Description	Current Rates	Adjusted Rates
12	1000	Hr.	Laborer, after hours worked		
			Zone 1	\$ 129.00	\$ 132.10
			Zone 2	\$ 129.00	\$ 132.10
			Zone 3	\$ 129.00	\$ 132.10
			Zone 4	\$ 129.00	\$ 132.10
			Zone 5	\$ 129.00	\$ 132.10
			Zone 6	\$ 129.00	\$ 132.10

Certificate Of Completion

Envelope Id: 92C98BBA-65EF-8C1A-825D-F28102D7399A

Status: Completed

Subject: Please DocuSign: SPD SPA

Source Envelope:

Document Pages: 9

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Karen Wisdom

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

karen.wisdom@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Karen Wisdom

Location: DocuSign

6/1/2026 3:42:26 PM

karen.wisdom@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Signer Events

Signature

Timestamp

John Desha

johnny.desha@gsd.nm.gov

Procurement Specialist Manager

Security Level: Email, Account Authentication (None), Login with SSO

Signature Adoption: Pre-selected Style
Using IP Address: 164.64.62.10

Sent: 6/1/2026 3:44:26 PM

Viewed: 6/2/2026 6:54:25 AM

Signed: 6/2/2026 6:55:37 AM

Electronic Record and Signature Disclosure:

Accepted: 3/25/2025 7:13:20 AM

ID: d1ec4280-451a-42ce-b36b-a39ed00bc76f

Karen Wisdom

karen.wisdom@gsd.nm.gov

Executive Procurement Officer

New Mexico General Services

Security Level: Email, Account Authentication (None), Login with SSO

Signature Adoption: Pre-selected Style
Using IP Address: 164.64.62.10

Sent: 6/2/2026 6:55:38 AM

Viewed: 6/2/2026 8:08:53 AM

Signed: 6/2/2026 8:08:58 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dorothy Mendonca

dorothy.mendonca@gsd.nm.gov

SPD Division Director / State Purchasing Agent

General Services Department

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style
Using IP Address: 164.64.62.10

Sent: 6/2/2026 8:09:00 AM

Viewed: 6/2/2026 8:22:27 AM

Signed: 6/2/2026 8:22:37 AM

Electronic Record and Signature Disclosure:

Accepted: 4/14/2023 7:24:59 AM

ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/1/2026 3:44:26 PM
Certified Delivered	Security Checked	6/2/2026 8:22:27 AM
Signing Complete	Security Checked	6/2/2026 8:22:37 AM
Completed	Security Checked	6/2/2026 8:22:37 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

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

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

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

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



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:
(BC)0000138545
ARIA, Inc.
dba Cartwright's Plumbing and HVAC
7613 Crouch Ct.
Santa Fe, NM 87507
505-819-7080
greg.mirkowski@rrsc.com

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

Amendment No.: **Eight**

Term: **July 5, 2023 – July 4, 2026**

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

Procurement Specialist: **Karen Wisdom** *KW*

Telephone No.: **(505)500-9912**

Email: **karen.wisdom@gsd.nm.gov**

Invoice:
As Requested.

Title: HVAC and Plumbing Services - Statewide

This amendment is to be attached to the respective Price Agreement and become a part thereof.
This amendment is issued to reflect the following effective immediately:

Update Vendor Information for Vendor (AD) 0000138545 as follows:

(AD)0000138545
ARIA, Inc.
dba Cartwright's
PO Box 16371
Santa Fe, NM 87592
505-982-2511
rr.cartwrights@rrsc.com

(BC)0000138545
ARIA, Inc.
dba Cartwright's
7613 Crouch St.
Santa Fe, NM 87507
505-819-7080 or 505-982-2511
greg.mirkowski@rrsc.com

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

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 5/11/2026

New Mexico State Purchasing Agent

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

JD

Certificate Of Completion

Envelope Id: AC72B60F-428D-8D66-81EC-E9E9B6648009

Status: Completed

Subject: Please DocuSign: SPD SPA

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Karen Wisdom

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

karen.wisdom@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Karen Wisdom

Location: DocuSign

5/11/2026 11:48:54 AM

karen.wisdom@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Signer Events

Signature

Timestamp

John Desha

johnny.desha@gsd.nm.gov

Procurement Specialist Manager

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style
Using IP Address: 164.64.62.10

Sent: 5/11/2026 11:50:22 AM

Viewed: 5/11/2026 11:51:24 AM

Signed: 5/11/2026 11:51:41 AM

Electronic Record and Signature Disclosure:

Accepted: 3/25/2025 7:13:20 AM

ID: d1ec4280-451a-42ce-b36b-a39ed00bc76f

Karen Wisdom

karen.wisdom@gsd.nm.gov

Executive Procurement Officer

New Mexico General Services

Security Level: Email, Account Authentication (None), Login with SSO

Signature Adoption: Pre-selected Style
Using IP Address: 164.64.62.10

Sent: 5/11/2026 11:51:43 AM

Viewed: 5/11/2026 11:53:13 AM

Signed: 5/11/2026 11:53:20 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Dorothy Mendonca

dorothy.mendonca@gsd.nm.gov

SPD Division Director / State Purchasing Agent

General Services Department

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication (None), Login with SSO

Signature Adoption: Pre-selected Style
Using IP Address: 164.64.62.10

Sent: 5/11/2026 11:53:21 AM

Viewed: 5/11/2026 11:55:08 AM

Signed: 5/11/2026 11:55:25 AM

Electronic Record and Signature Disclosure:

Accepted: 4/14/2023 7:24:59 AM

ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/11/2026 11:50:22 AM
Certified Delivered	Security Checked	5/11/2026 11:55:08 AM
Signing Complete	Security Checked	5/11/2026 11:55:25 AM
Completed	Security Checked	5/11/2026 11:55:25 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

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

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

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

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



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:
(BA) 0000050920
TLC Company, Inc.
5000 Edith BLVD NE
Albuquerque, NM 87107-4125
Attn: Todd Reinert
Email: treinert@tlcplumbing.com

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

Amendment No.: **Seven**

Term: **July 5, 2023 – July 4, 2026**

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

Procurement Specialist: **Karen Wisdom** *KW*

Telephone No.: **(505) 500-9912**

Email: **karen.wisdom@gsd.nm.gov**

Invoice:
As Requested.

Title: HVAC and Plumbing Services - Statewide

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

This amendment is issued to reflect the following effective immediately:

Update Vendor Information for Vendor (BA) 0000050920 as follows:

TLC Company, Inc.
5000 Edith BLVD NE
Albuquerque, NM 87107-4125
Attn: Todd Reinert
Email: treinert@tlcplumbing.com

TLC Company, Inc.
5000 Edith BLVD NE
Albuquerque, NM 87107-4125
Attn: Koryn Misbach
Email: kmisbach@tlcplumbing.com
(505)-441-0674

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

Accepted for the State of New Mexico

Dorothy Mendonca

New Mexico State Purchasing Agent

Date: 1/13/2026

Certificate Of Completion

Envelope Id: 1006D22C-26FC-43B5-AB56-226B76584D12

Status: Completed

Subject: Please DocuSign: SPD SPA

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Karen Wisdom

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

karen.wisdom@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Karen Wisdom

Location: DocuSign

1/13/2026 11:52:15 AM

karen.wisdom@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: General Services Department

Location: Docusign

Signer Events

Signature

Timestamp

Johnny DeSha

Sent: 1/13/2026 11:54:07 AM

johnny.desha@gsd.nm.gov

Viewed: 1/13/2026 3:31:06 PM

Procurement Specialist Manager

Signed: 1/13/2026 3:31:24 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Accepted: 3/25/2025 7:13:20 AM

ID: d1ec4280-451a-42ce-b36b-a39ed00bc76f

Karen Wisdom

Sent: 1/13/2026 3:31:25 PM

karen.wisdom@gsd.nm.gov

Viewed: 1/13/2026 3:34:39 PM

Executive Procurement Officer

Signed: 1/13/2026 3:34:47 PM

New Mexico General Services

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None), Login with SSO

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Dorothy Mendonca

Sent: 1/13/2026 3:34:48 PM

dorothy.mendonca@gsd.nm.gov

Viewed: 1/13/2026 3:37:18 PM

SPD Division Director / State Purchasing Agent

Signed: 1/13/2026 3:37:23 PM

General Services Department

Signature Adoption: Pre-selected Style

Signing Group: 35000 - State Purchasing Agent

Using IP Address:

Security Level: Email, Account Authentication (None)

2600:1011:b302:23e2:2812:4431:d8a1:d1f5

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 4/14/2023 7:24:59 AM

ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/13/2026 11:54:07 AM
Certified Delivered	Security Checked	1/13/2026 3:37:18 PM
Signing Complete	Security Checked	1/13/2026 3:37:23 PM
Completed	Security Checked	1/13/2026 3:37:23 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

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

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

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

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



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:
(BB) 0000186171
Integrity Heating and Cooling LLC
2920 Stanford Drive NE
Albuquerque, New Mexico 87107
Email: Admin@integrity-heatingandcooling.com
Telephone No. 505-261-2209

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

Amendment No.: **Six**

Term: **July 5, 2023 – July 4, 2026**

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

Procurement Specialist: **Karen Wisdom**

Telephone No.: **(505) 500-9912**

Email: **karen.wisdom@gsd.nm.gov**

Invoice:
As Requested,

Title: HVAC and Plumbing Services - Statewide

This amendment is to be attached to the respective Price Agreement and become a part thereof.
This amendment is issued to reflect the following effective immediately:

Update Vendor Information for Vendor (AM) 0000174680 as follows:

(AM) 0000174680
Valerie Grubbs
Integrity Heating and Cooling LLC
2060 Main St. NE Ste D
Los Lunas, NM 87031
admin@integrity-heatingandcooling.com
Telephone No. 505-261-2209

(BB) 0000186171
Integrity Heating and Cooling LLC
2920 Stanford Drive NE
Albuquerque, New Mexico 87107
Admin@integrity-heatingandcooling.com
Telephone No. 505-261-2209

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

Accepted for the State of New Mexico

Dorothy Mendonca

New Mexico State Purchasing Agent

Date: 8/22/2025

Certificate Of Completion

Envelope Id: CA5E5CCA-E448-44F2-BB6C-9D0EE4C79AA9	Status: Completed
Subject: Please DocuSign: 30-00000-23-00084 HVAC AND PLUMBING SERVICES - STATEWIDE A006	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	James Ortega
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	james.ortega@gsd.nm.gov
	IP Address: 164.64.62.10

Record Tracking

Status: Original	Holder: James Ortega	Location: DocuSign
8/21/2025 4:38:30 PM	james.ortega@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: General Services Department	Location: Docusign

Signer Events

Signer Events	Signature	Timestamp
Johnny DeSha		Sent: 8/21/2025 4:39:39 PM
johnny.desha@gsd.nm.gov		Viewed: 8/21/2025 4:40:49 PM
Procurement Specialist Manager		Signed: 8/21/2025 4:41:42 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:
 Accepted: 3/25/2025 7:13:20 AM
 ID: d1ec4280-451a-42ce-b36b-a39ed00bc76f

James Ortega		Sent: 8/21/2025 4:41:43 PM
james.ortega@gsd.nm.gov		Viewed: 8/22/2025 9:10:54 AM
Security Level: Email, Account Authentication (None)		Signed: 8/22/2025 9:11:32 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:
 Accepted: 10/24/2022 4:00:52 PM
 ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35

Dorothy Mendonca		Sent: 8/22/2025 9:11:33 AM
dorothy.mendonca@gsd.nm.gov		Viewed: 8/22/2025 9:11:55 AM
SPD Division Director / State Purchasing Agent		Signed: 8/22/2025 9:12:00 AM
General Services Department	Signature Adoption: Pre-selected Style	
Signing Group: 35000 - State Purchasing Agent	Using IP Address:	
Security Level: Email, Account Authentication (None)	2600:1011:b169:bdb:a0ef:28dd:4f43:2856	
	Signed using mobile	

Electronic Record and Signature Disclosure:
 Accepted: 4/14/2023 7:24:59 AM
 ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/21/2025 4:39:39 PM
Certified Delivered	Security Checked	8/22/2025 9:11:55 AM
Signing Complete	Security Checked	8/22/2025 9:12:00 AM
Completed	Security Checked	8/22/2025 9:12:00 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

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

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

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

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



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:
(AY) 0000091459
Wizer Electric, LLC
6017 Del Carmen Road NE
Rio Rancho, New Mexico 87144

Email: admin@wizerelectric.com
Telephone No. 505-771-4973

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

Amendment No.: **Five**

Term: **July 5, 2023 – July 4, 2026**

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

Procurement Specialist: **Karen Wisdom** *KW*

Telephone No.: **(505) 500-9912**

Email: **karen.wisdom@gsd.nm.gov**

Invoice:
As Requested.

Title: HVAC and Plumbing Services - Statewide

This amendment is to be attached to the respective Price Agreement and become a part thereof.
This amendment is issued to reflect the following effective immediately:

Update Vendor Information for Vendor (AY)0000091459 as follows:

From: Wizer Electric, LLC
6017 Del Carmen Road NE
Rio Rancho, NM 87144
Attn: Yei Rogers
Email: admin@wizerelectric.com

To: Wizer Electric, LLC
6017 Del Carmen Road NE
Rio Rancho, NM 87144
Attn: Yei Rogers
Email: admin@wizerelectric.com
Phone: (505) 771-4973

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

Accepted for the State of New Mexico

Dorothy Mendonca

New Mexico State Purchasing Agent

Date: 6/27/2025

Certificate Of Completion

Envelope Id: E4F48975-2B93-44CF-8B1A-4670C3362FA4

Status: Completed

Subject: Please DocuSign: SPD SPA

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Karen Wisdom

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

karen.wisdom@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Karen Wisdom

Location: DocuSign

6/27/2025 11:54:10 AM

karen.wisdom@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: General Services Department

Location: Docusign

Signer Events

Signature

Timestamp

Johnny DeSha

Sent: 6/27/2025 11:56:16 AM

johnny.desha@gsd.nm.gov

Viewed: 6/27/2025 1:29:06 PM

Procurement Specialist Manager

Signed: 6/27/2025 1:29:15 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Accepted: 3/25/2025 7:13:20 AM

ID: d1ec4280-451a-42ce-b36b-a39ed00bc76f

Karen Wisdom

Sent: 6/27/2025 1:29:16 PM

karen.wisdom@gsd.nm.gov

Viewed: 6/27/2025 1:30:05 PM

Executive Procurement Officer

Signed: 6/27/2025 1:30:07 PM

New Mexico General Services

Signature Adoption: Pre-selected Style
Using IP Address: 164.64.62.10

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Dorothy Mendonca

Sent: 6/27/2025 1:30:09 PM

dorothy.mendonca@gsd.nm.gov

Viewed: 6/27/2025 1:33:01 PM

SPD Division Director / State Purchasing Agent

Signed: 6/27/2025 1:33:06 PM

General Services Department

Signature Adoption: Pre-selected Style
Using IP Address: 164.64.62.10

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 4/14/2023 7:24:59 AM

ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/27/2025 11:56:16 AM
Certified Delivered	Security Checked	6/27/2025 1:33:01 PM
Signing Complete	Security Checked	6/27/2025 1:33:06 PM
Completed	Security Checked	6/27/2025 1:33:06 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

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

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

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

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



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:
25 Vendors

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

Amendment No.: **Four**

Term: **July 5, 2023 – July 4, 2026**

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

Procurement Specialist: **Karen Wisdom** *KW*

Telephone No.: **(505) 500-9912**

Email: **karen.wisdom@gsd.nm.gov**

Invoice:
As Requested

Title: HVAC and Plumbing Services - Statewide

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 5, 2025 to July 4, 2026 at the same price, terms and conditions.

See attached price increases for Vendor (AF) B & D Industries and (AT) PC Automated Controls, Inc.

Update Vendor Information:

From:(AY)Wizer Electric, LLC
6017 Del Carmen Rd NE
Rio Rancho, NM 87144
Attn: Sam Perry
Email: sam@wizerelectric.com

To: (AY)Wizer Electric, LLC
6017 Del Carmen Rd NE
Rio Rancho, NM 87144
Attn: Yei Rogers
Email: admin@wizerelectric.com

From:(AZ) Yearout Mechanical, Inc.
8501 Washington St. NE
Albuquerque, NM 87113
Attn: Rebecca Rodriguez
Phone: 505-379-1994 or 505-884-0994
Email: rrodriguez@yearout.com

To: (AZ) Yearout Mechanical, LLC
8501 Washington St. NE
Albuquerque, NM 87113
Attn: Rebecca Rodriguez
Phone: 505-379-1994 or 505-884-0994
Email: rrodriguez@yearout.com

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

Accepted for the State of New Mexico

Dorothy Mendonca
Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 5/14/2025

Vendor (AF) B & D Industries Price Increases:

Item	Approx. Qty.	Unit	Description	Current Rate	% Increase	New Rate
OO1	1	Hour	Journeyman/Foreman/Experienced Technician - Worker, regular hours			
			Zone 1	\$101.18	6.50%	\$107.76
			Zone 2	\$101.18	6.50%	\$107.76
			Zone 3	\$101.18	6.50%	\$107.76
			Zone 4	\$101.18	6.50%	\$107.76
			Zone 5	\$101.18	6.50%	\$107.76
			Zone 6	\$101.18	6.50%	\$107.76
OO2	1	Hour	Journeyman/Foreman/Experienced Technician - Worker, after hours			
			Zone 1	\$133.13	6.50%	\$141.78
			Zone 2	\$133.13	6.50%	\$141.78
			Zone 3	\$133.13	6.50%	\$141.78
			Zone 4	\$133.13	6.50%	\$141.78
			Zone 5	\$133.13	6.50%	\$141.78
			Zone 6	\$133.13	6.50%	\$141.78
OO3	1	Hour	Apprentice/Experienced - Worker, regular hours			
			Zone 1	\$74.55	6.50%	\$79.40
			Zone 2	\$74.55	6.50%	\$79.40
			Zone 3	\$74.55	6.50%	\$79.40
			Zone 4	\$74.55	6.50%	\$79.40
			Zone 5	\$74.55	6.50%	\$79.40
			Zone 6	\$74.55	6.50%	\$74.55
OO4	1	Hour	Apprentice/Experienced - Worker, after hours			
			Zone 1	\$95.86	6.50%	\$102.09
			Zone 2	\$95.86	6.50%	\$102.09
			Zone 3	\$95.86	6.50%	\$102.09
			Zone 4	\$95.86	6.50%	\$102.09
			Zone 5	\$95.86	6.50%	\$102.09
			Zone 6	\$95.86	6.50%	\$102.09
OO5	1	Hour	Laborer, regular hours worked			
			Zone 1	\$57.33	0.00%	\$57.33
			Zone 2	\$57.33	0.00%	\$57.33
			Zone 3	\$57.33	0.00%	\$57.33
			Zone 4	\$57.33	0.00%	\$57.33
			Zone 5	\$57.33	0.00%	\$57.33
			Zone 6	\$57.33	0.00%	\$57.33
OO6	1	Hour	Laborer, after hours worked			
			Zone 1	\$72.97	0.00%	\$72.97
			Zone 2	\$72.97	0.00%	\$72.97
			Zone 3	\$72.97	0.00%	\$72.97
			Zone 4	\$72.97	0.00%	\$72.97
			Zone 5	\$72.97	0.00%	\$72.97
			Zone 6	\$72.97	0.00%	\$72.97

Vendor (AF) B & D Industries Price Increases:

Projects OVER Sixty Thousand (\$60,000.00)						
O07	1	Hour	Journeyman/Foreman/Experienced Technician - Worker, regular hours			
			Zone 1	\$101.18	6.50%	\$107.76
			Zone 2	\$101.18	6.50%	\$107.76
			Zone 3	\$101.18	6.50%	\$107.76
			Zone 4	\$101.18	6.50%	\$107.76
			Zone 5	\$101.18	6.50%	\$107.76
			Zone 6	\$101.18	6.50%	\$107.76
O08	1	Hour	Journeyman/Foreman/Experienced Technician - Worker, after hours			
			Zone 1	\$133.14	6.50%	\$141.79
			Zone 2	\$133.14	6.50%	\$141.79
			Zone 3	\$133.14	6.50%	\$141.79
			Zone 4	\$133.14	6.50%	\$141.79
			Zone 5	\$133.14	6.50%	\$141.79
			Zone 6	\$133.14	6.50%	\$141.79
O09	1	Hour	Apprentice/Experienced - Worker, regular hours			
			Zone 1	\$79.88	6.50%	\$85.07
			Zone 2	\$79.88	6.50%	\$85.07
			Zone 3	\$79.88	6.50%	\$85.07
			Zone 4	\$79.88	6.50%	\$85.07
			Zone 5	\$79.88	6.50%	\$85.07
			Zone 6	\$79.88	6.50%	\$85.07
O10	1	Hour	Apprentice/Experienced - Worker, after hours			
			Zone 1	\$101.18	6.50%	\$107.76
			Zone 2	\$101.18	6.50%	\$107.76
			Zone 3	\$101.18	6.50%	\$107.76
			Zone 4	\$101.18	6.50%	\$107.76
			Zone 5	\$101.18	6.50%	\$107.76
			Zone 6	\$101.18	6.50%	\$107.76
O11	1	Hour	Laborer, regular hours worked			
			Zone 1	\$57.33	0.00%	\$57.33
			Zone 2	\$57.33	0.00%	\$57.33
			Zone 3	\$57.33	0.00%	\$57.33
			Zone 4	\$57.33	0.00%	\$57.33
			Zone 5	\$57.33	0.00%	\$57.33
			Zone 6	\$57.33	0.00%	\$57.33
O12	1	Hour	Laborer, after hours worked			
			Zone 1	\$72.97	0.00%	\$72.97
			Zone 2	\$72.97	0.00%	\$72.97
			Zone 3	\$72.97	0.00%	\$72.97
			Zone 4	\$72.97	0.00%	\$72.97
			Zone 5	\$72.97	0.00%	\$72.97
			Zone 6	\$72.97	0.00%	\$72.97
O13	1	Hour	Diagnosis, project estimates, troubleshooting	\$101.18	6.50%	\$107.75
O14	1	%	Percentage Off Retail For all Parts and Materials			No Change
O15	1	Day	Daily per diem rate for overnight stay as needed including dinner and breakfast per person			No Change
O16	1	Mileage	One way per mile cost, per vehicle			No Change

Vendor (AT) PC Automated Controls, Inc. Price Increases

Item	Approx. Quantity	Unit	Article and Description	Unit Price
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Projects UNDER Sixty Thousand (\$60,000.00)

1	1000	Hr.	Journeyman/Foreman/Experienced Technician-Worker, regular hours	Current Rates	CPI-U unadjusted rate March 2025	Adjusted Rates
			Zone 1	\$ 121.00	2.40%	\$ 123.90
			Zone 2	\$ 121.00	2.40%	\$ 123.90
			Zone 3	\$ 121.00	2.40%	\$ 123.90
			Zone 4	\$ 121.00	2.40%	\$ 123.90
			Zone 5	\$ 121.00	2.40%	\$ 123.90
			Zone 6	\$ 121.00	2.40%	\$ 123.90

2	1000	Hr.	Journeyman/Foreman/Experienced Technician-Worker, after hours			
			Zone 1	\$ 181.50	2.40%	\$ 185.86
			Zone 2	\$ 181.50	2.40%	\$ 185.86
			Zone 3	\$ 181.50	2.40%	\$ 185.86
			Zone 4	\$ 181.50	2.40%	\$ 185.86
			Zone 5	\$ 181.50	2.40%	\$ 185.86
			Zone 6	\$ 181.50	2.40%	\$ 185.86

3	1000	Hr.	Apprentice/Experienced Worker, regular hours worked			
			Zone 1	\$ 86.00	2.40%	\$ 88.06
			Zone 2	\$ 86.00	2.40%	\$ 88.06
			Zone 3	\$ 86.00	2.40%	\$ 88.06
			Zone 4	\$ 86.00	2.40%	\$ 88.06
			Zone 5	\$ 86.00	2.40%	\$ 88.06
			Zone 6	\$ 86.00	2.40%	\$ 88.06

4	1000	Hr.	Apprentice/Experienced Worker, after hours worked			
			Zone 1	\$ 129.00	2.40%	\$ 132.10
			Zone 2	\$ 129.00	2.40%	\$ 132.10
			Zone 3	\$ 129.00	2.40%	\$ 132.10
			Zone 4	\$ 129.00	2.40%	\$ 132.10
			Zone 5	\$ 129.00	2.40%	\$ 132.10

5	1000	Hr.	Laborer, regular hours worked.			
			Zone 1	\$ 86.00	2.40%	\$ 88.06
			Zone 2	\$ 86.00	2.40%	\$ 88.06
			Zone 3	\$ 86.00	2.40%	\$ 88.06
			Zone 4	\$ 86.00	2.40%	\$ 88.06
			Zone 5	\$ 86.00	2.40%	\$ 88.06
			Zone 6	\$ 86.00	2.40%	\$ 88.06

6	1000	Hr.	Laborer, after hours worked			
			Zone 1	\$ 129.00	2.40%	\$ 132.10
			Zone 2	\$ 129.00	2.40%	\$ 132.10
			Zone 3	\$ 129.00	2.40%	\$ 132.10
			Zone 4	\$ 129.00	2.40%	\$ 132.10
			Zone 5	\$ 129.00	2.40%	\$ 132.10
			Zone 6	\$ 129.00	2.40%	\$ 132.10

Projects OVER Sixty Thousand (\$60,000.00) – Wage Decision Projects

7	1000	Hr.	Journeyman/Foreman/Experienced Technician-Worker, regular hours			
			Zone 1	\$ 150.00	2.40%	\$ 153.60
			Zone 2	\$ 150.00	2.40%	\$ 153.60
			Zone 3	\$ 150.00	2.40%	\$ 153.60
			Zone 4	\$ 150.00	2.40%	\$ 153.60
			Zone 5	\$ 150.00	2.40%	\$ 153.60
			Zone 6	\$ 150.00	2.40%	\$ 153.60

8	1000	Hr.	Journeyman/Foreman/Experienced Technician-Worker, after hours			
			Zone 1	\$ 225.00	2.40%	\$ 230.40
			Zone 2	\$ 225.00	2.40%	\$ 230.40
			Zone 3	\$ 225.00	2.40%	\$ 230.40
			Zone 4	\$ 225.00	2.40%	\$ 230.40
			Zone 5	\$ 225.00	2.40%	\$ 230.40
			Zone 6	\$ 225.00	2.40%	\$ 230.40

9	1000	Hr.	Apprentice/Experienced Worker, regular hours worked			
			Zone 1	\$ 86.00	2.40%	\$ 88.06
			Zone 2	\$ 86.00	2.40%	\$ 88.06
			Zone 3	\$ 86.00	2.40%	\$ 88.06
			Zone 4	\$ 86.00	2.40%	\$ 88.06
			Zone 5	\$ 86.00	2.40%	\$ 88.06
			Zone 6	\$ 86.00	2.40%	\$ 88.06

10	1000	Hr.	Apprentice/Experienced Worker, after hours worked			
			Zone 1	\$ 129.00	2.40%	\$ 132.10
			Zone 2	\$ 129.00	2.40%	\$ 132.10
			Zone 3	\$ 129.00	2.40%	\$ 132.10
			Zone 4	\$ 129.00	2.40%	\$ 132.10
			Zone 5	\$ 129.00	2.40%	\$ 132.10
			Zone 6	\$ 129.00	2.40%	\$ 132.10

11	1000	Hr.	Laborer, regular hours worked			
			Zone 1	\$ 86.00	2.40%	\$ 88.06
			Zone 2	\$ 86.00	2.40%	\$ 88.06
			Zone 3	\$ 86.00	2.40%	\$ 88.06
			Zone 4	\$ 86.00	2.40%	\$ 88.06
			Zone 5	\$ 86.00	2.40%	\$ 88.06
			Zone 6	\$ 86.00	2.40%	\$ 88.06

12	1000	Hr.	Laborer, after hours worked			
			Zone 1	\$ 129.00	2.40%	\$ 132.10
			Zone 2	\$ 129.00	2.40%	\$ 132.10
			Zone 3	\$ 129.00	2.40%	\$ 132.10
			Zone 4	\$ 129.00	2.40%	\$ 132.10
			Zone 5	\$ 129.00	2.40%	\$ 132.10
			Zone 6	\$ 129.00	2.40%	\$ 132.10

13	1000	Hr.	Diagnosis, project estimates, troubleshooting	\$94
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14	1	%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased.	10%
15	100	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person	\$195
16	1000	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel In excess of 50 miles one way, based on mapquest.com.	\$1.49
			Physical Address: 4239 Balloon Park Albuquerque, NM 87109	
			Company Name: PC Automated Controls, Inc.	
			Address: 4239 Balloon Park	
			City: Albuquerque	
			Zip: 87109	

Certificate Of Completion

Envelope Id: 69024C2E-4E92-4CB7-A85A-BB65FD2C1C35

Status: Completed

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Karen Wisdom

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Time Zone: (UTC-07:00) Mountain Time (US & Canada)

karen.wisdom@gsd.nm.gov

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karen.wisdom@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: General Services Department

Location: Docusign

Signer Events

Signature

Timestamp

Johnny DeSha

Sent: 5/9/2025 10:57:29 AM

johnny.desha@gsd.nm.gov

Resent: 5/13/2025 3:14:34 PM

Procurement Specialist Manager

Viewed: 5/13/2025 3:17:17 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Signed: 5/13/2025 3:17:51 PM

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Electronic Record and Signature Disclosure:

Accepted: 3/25/2025 7:13:20 AM

ID: d1ec4280-451a-42ce-b36b-a39ed00bc76f

Karen Wisdom

Sent: 5/13/2025 3:17:53 PM

karen.wisdom@gsd.nm.gov

Viewed: 5/13/2025 3:18:38 PM

Executive Procurement Officer

Signed: 5/13/2025 3:18:43 PM

New Mexico General Services

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Dorothy Mendonca

Sent: 5/13/2025 3:18:45 PM

dorothy.mendonca@gsd.nm.gov

Viewed: 5/14/2025 7:31:09 AM

SPD Division Director / State Purchasing Agent

Signed: 5/14/2025 7:31:18 AM

General Services Department

Signature Adoption: Pre-selected Style

Signing Group: 35000 - State Purchasing Agent

Using IP Address: 164.64.62.10

Security Level: Email, Account Authentication (None), Login with SSO

Electronic Record and Signature Disclosure:

Accepted: 4/14/2023 7:24:59 AM

ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

In Person Signer Events

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Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/9/2025 10:57:29 AM
Envelope Updated	Security Checked	5/13/2025 2:59:59 PM
Envelope Updated	Security Checked	5/13/2025 2:59:59 PM
Envelope Updated	Security Checked	5/13/2025 2:59:59 PM
Envelope Updated	Security Checked	5/13/2025 2:59:59 PM
Certified Delivered	Security Checked	5/14/2025 7:31:09 AM
Signing Complete	Security Checked	5/14/2025 7:31:18 AM
Completed	Security Checked	5/14/2025 7:31:18 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

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

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

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

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



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

**Awarded Vendor:
25 Vendors**

Number: 30-00000-23-00084

Amendment No.: Three

Term: July 5, 2023 - July 4, 2025

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

Procurement Specialist: Mikayla Trujillo

Telephone No.: (505) 469-1092

Email: Mikayla.Trujillo@gsd.nm.gov

**Invoice:
As Requested**

Title: HVAC and Plumbing Services - Statewide

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 5, 2024 to July 4, 2025 at the same price, terms and conditions, except Vendor (AH) Comfort System USA Southwest, Inc. who chose not to extend.

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

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

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 7/8/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

Vendor (AF) B & D Industries Price Increases

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

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

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

Certificate Of Completion

Envelope Id: 502ABA9878354E98ABAE7DE071C16230

Status: Completed

Subject: Please DocuSign: 30-00000-23-00084 HVAC and Plumbing Services A003

Source Envelope:

Document Pages: 4

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Mikayla Trujillo

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

mikayla.trujillo@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Mikayla Trujillo

Location: DocuSign

7/3/2024 2:33:50 PM

mikayla.trujillo@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: General Services Department

Location: DocuSign

Signer Events**Signature****Timestamp**

Tami Concha

tami.concha@gsd.nm.gov

Const. Supervisor

New Mexico General Services, State Purchasing Division

Security Level: Email, Account Authentication (None), Login with SSO

Electronic Record and Signature Disclosure:

Accepted: 6/28/2024 7:02:43 AM

ID: a9ed2d91-f227-45ce-9f3e-898ece78fea0



Signature Adoption: Pre-selected Style

Using IP Address: 68.84.148.80

Sent: 7/3/2024 2:36:05 PM

Viewed: 7/5/2024 10:24:43 AM

Signed: 7/5/2024 10:30:36 AM

Mikayla Trujillo

mikayla.trujillo@gsd.nm.gov

Procurement Specialist II

GSD/SPD

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign



Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 7/5/2024 10:30:37 AM

Viewed: 7/8/2024 8:07:48 AM

Signed: 7/8/2024 8:07:51 AM

Dorothy Mendonca

dorothy.mendonca@gsd.nm.gov

SPD Division Director / State Purchasing Agent

General Services Department

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Accepted: 4/14/2023 7:24:59 AM

ID: 51f6380f-50f7-4227-afb5-572b373dfb7c



Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 7/8/2024 8:07:54 AM

Viewed: 7/8/2024 9:08:12 AM

Signed: 7/8/2024 9:08:16 AM

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/3/2024 2:36:05 PM
Certified Delivered	Security Checked	7/8/2024 9:08:12 AM
Signing Complete	Security Checked	7/8/2024 9:08:16 AM
Completed	Security Checked	7/8/2024 9:08:16 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

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

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

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

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



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

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

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

Number: 30-00000-23-00084

Amendment No.: Two

Term: July 5, 2023 thru July 4, 2024

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

Invoice: As requested

Procurement Specialist: James Ortega

Telephone No.: (505) 795-2516

Email: james.ortega@gsd.nm.gov

JO

Title: HVAC and Plumbing Services-Statewide

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

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

Update Vendor Information

From:

(AU) 0000116994
TLC Plumbing & Utility
dba TLC Plumbing & Utility
5000 Edith Blvd. NE
Albuquerque, NM 87107
Email: jblaschke@tlcplumbing.com
Phone: (505) 761-9696

To:

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

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

Accepted for the State of New Mexico

Valerie Paulk

Dorothy Mendonca, New Mexico State Purchasing Agent

Date: 9/7/2023

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

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

MM

Certificate Of Completion

Envelope Id: 219483E930F24A0EA46B19CFFEAF7AB0

Status: Completed

Subject: Please DocuSign: SPD SPA

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

James Ortega

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

james.ortega@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: James Ortega

Location: DocuSign

9/7/2023 3:15:00 PM

james.ortega@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

Signer Events**Signature****Timestamp**

Natalie Martinez



Sent: 9/7/2023 3:18:03 PM

Natalie.Martinez1@gsd.nm.gov

Viewed: 9/7/2023 3:18:39 PM

New Mexico General Services

Signed: 9/7/2023 3:18:48 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

James Ortega



Sent: 9/7/2023 3:18:49 PM

james.ortega@gsd.nm.gov

Viewed: 9/7/2023 3:19:14 PM

Security Level: Email, Account Authentication
(None)

Signed: 9/7/2023 3:19:21 PM

Signature Adoption: Pre-selected Style

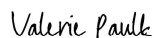
Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Accepted: 10/24/2022 4:00:52 PM

ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35

Valerie Paulk



Sent: 9/7/2023 3:19:22 PM

valerie.paulk@gsd.nm.gov

Viewed: 9/7/2023 3:22:24 PM

Signed of Behalf of State Purchasing Agent

Signed: 9/7/2023 3:22:47 PM

New Mexico General Services

Signature Adoption: Pre-selected Style

Signing Group: 35000 - State Purchasing Agent

Using IP Address: 67.0.212.236

Security Level: Email, Account Authentication
(None)

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 5/29/2020 9:40:59 AM

ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/7/2023 3:18:03 PM
Certified Delivered	Security Checked	9/7/2023 3:22:24 PM
Signing Complete	Security Checked	9/7/2023 3:22:47 PM
Completed	Security Checked	9/7/2023 3:22:47 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

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

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

F. How to contact GSD:

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G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

J. Required hardware and software

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<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

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

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

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



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:
26 Vendors – See Page 6

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

Amendment No.: **One**

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

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

Procurement Specialist: **James Ortega**

JO

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

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

Invoice:

Title: HVAC and Plumbing Services-Statewide

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

This amendment is issued to reflect the following effective immediately: The SHARE vendor numbers for the following vendors have been activated:

(AB) 0000163658 Scott Singletary dba Air Care New Mexico, LLC.,
(AM) 0000174680, Valerie Grubbs, dba Integrity Heating and Cooling LLC.
(AO) 0000046321 JB Henderson Construction Company
(AP) 0000166933 Kenneth McDowell, dba McDowell Mechanical, LLC
(AR) 0000137241 Mosark, LLC
(AY) 0000091459 Yei Rogers dba Wizer Electric LLC.

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

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

Accepted for the State of New Mexico

Valerie Paulk

Date: 8/9/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

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

(AB) 0000163658

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

(AM) 0000174680

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

(AO) 0000046321

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

(AP) 0000166933

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

(AR) 0000137241

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

(AY) 0000091459

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

(AZ-1) 0000046206

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

Certificate Of Completion

Envelope Id: 63EE4EAF210047CEB4B2270FAA86F6E1

Status: Completed

Subject: Please DocuSign: SPD SPA

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

James Ortega

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

james.ortega@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: James Ortega

Location: DocuSign

8/9/2023 2:20:48 PM

james.ortega@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

Signer Events**Signature****Timestamp**

Michael Saavedra

Michael.Saavedra@gsd.nm.gov

New Mexico General Services

Security Level: Email, Account Authentication
(None)*MS*

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 8/9/2023 2:22:52 PM

Viewed: 8/9/2023 2:30:01 PM

Signed: 8/9/2023 2:30:24 PM

Electronic Record and Signature Disclosure:

Accepted: 6/4/2020 11:04:51 AM

ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

James Ortega

james.ortega@gsd.nm.gov

Security Level: Email, Account Authentication
(None)*JO*

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 8/9/2023 2:30:25 PM

Viewed: 8/9/2023 3:06:37 PM

Signed: 8/9/2023 3:06:41 PM

Electronic Record and Signature Disclosure:

Accepted: 10/24/2022 4:00:52 PM

ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35

Valerie Paulk

valerie.paulk@gsd.nm.gov

Signed of Behalf of State Purchasing Agent

New Mexico General Services

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication
(None)*Valerie Paulk*

Signature Adoption: Pre-selected Style

Using IP Address: 174.231.16.32

Signed using mobile

Sent: 8/9/2023 3:06:42 PM

Viewed: 8/9/2023 3:25:36 PM

Signed: 8/9/2023 3:25:57 PM

Electronic Record and Signature Disclosure:

Accepted: 5/29/2020 9:40:59 AM

ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/9/2023 2:22:52 PM
Certified Delivered	Security Checked	8/9/2023 3:25:36 PM
Signing Complete	Security Checked	8/9/2023 3:25:57 PM
Completed	Security Checked	8/9/2023 3:25:57 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

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

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

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

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



State of New Mexico General Services Department

Statewide Price Agreement

Awarded Vendor:
26 Vendors – See Page 6

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

Payment Terms: **See Page 6**

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

Delivery: **See Page 6**

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

Procurement Specialist: **James Ortega**

JO

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

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

Invoice:
As Requested at Time of Order

Title: HVAC and Plumbing Services-Statewide

Term: July 5, 2023 thru July 4, 2024

This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

Dorothy Mendonca
New Mexico State Purchasing Agent

Date: *7/5/2023*

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

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Purchasing Division
Statewide Price Agreement #: 30-00000-23-00084

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of

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subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average

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of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such

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material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000051142

A-Plus Plumbing & Heating Inc.
PO Box 9717
Santa Fe, NM 87504
505-470-6162
aplusespanola@yahoo.com

Payment Term: 30 Days

Delivery: 502 Calle Ben Vigil, Espanola, NM 87532

(AB) Not in SHARE

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

Payment Term: Net 30

Delivery: As requested, as often as we can meet the demand

(AC) 0000054601

Anchorbuilt, Inc
PO Box 27688
Albuquerque, NM 87125
505-342-2452
ray.zamora@anchorbuilt.com

Payment Term: Net 30

Delivery: As Requested

(AD) 0000138545

Aria, Inc.
dba Cartwright's Plumbing and HVAC
PO Box 16371
Santa Fe, NM 87592
505-982-2511
rr.cartwright@rrsc.com

Payment Term: Net 30

Delivery: 1360 Vegas Verdes Ste B
Santa Fe NM 87507

(AE) 0000046656

Automated Control Systems, Inc.
5801-B McLeod NE
Albuquerque, NM 87109
505-881-7070
bel@acsionline.com
bjf@acsionline.com

Payment Term: Net 30

Delivery: As Requested

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(AF) 0000046277

B & D Industries Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123
505-299-4464
newwojob@banddindustries.com

Payment Term: Net 30

Delivery: F.O.B. Destination

(AG) 0000049957

CAC, Inc.
610 Industrial Ave. NE
Albuquerque, NM 87107
505-343-6100
trevorb@cacinc.net
service@cacinc.net

Payment Term: Net 30

Delivery: F.O.B. Destination

(AH) 0000108425

Comfort Systems USA Southwest, Inc.
6875 W Galveston St
Chandler, AZ 85226
(505) 856-9250
steve.adams@comfortsystemsusa.com
brian.ruffner@comfortsystemsusa.com
CAMAZ@comfortsystemsusa.com

Payment Term: Net 30

Delivery: FOB Destination

(AI) 0000046874

Conti Energy Control
6417 Center Drive
Sterling Heights, MI 48312
505-890-2888
nmpo@conticorporation.com
scott.stevens@conticorporation.com
nmservice@conticorporation.com

Payment Term: Net 30

Delivery: As Requested

(AJ) 0000046669

Donner Plumbing & Heating, Inc.
107 Candelaria Rd NW
Albuquerque, NM 87107
505-884-1017
jgarner@donnerplumbing.com
aknight@donnerplumbing.com
kdonner@donnerplumbing.com
rlobb@donnerplumbing.com

Payment Term: Net 30

Delivery: As requested, FOB Destination

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(AK) 0000086357

Four Winds Mechanical HTC/AC
8915 Adams St NE
Albuquerque, NM 87113
505-908-0090
lynn@4windsmechanical.com

Payment Term: Net 30

Delivery: Destination as requested, FOB Destination

(AL) 0000098448

Hausermann Mechanical LLC
3100 Richmond Dr NE
Albuquerque, NM 87107
505-200-0650
jhausermann@comcast.com

Payment Term: Net 30

Delivery: Destination as requested

(AM) Not in SHARE

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

Payment Term: Net 30

Delivery: As Requested

(AN) 0000051254

J.D. Zentz Inc.
4020 Peggy Rd Se Ste M1
Rio Rancho, NM 87124
505-891-0551
jdzentz@aol.com
lorriedodge1@aol.com

Payment Term: net 30

Delivery: As Requested

(AO) Not in SHARE

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

Payment Term: Net 30

Delivery: As Requested

(AP) Not in SHARE

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

Payment Term: Net 30

Delivery: As Requested

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(AQ) 0000054038

Mechanical Systems, Inc.
420 Martinez Lane NE
Albuquerque, NM 87107
505-345-0947
msinc34@msincnm.com

Payment Term: Net 30

Delivery: Normal service is usually 2-3 business days.
Overtime service requests start same day from
5pm-8pm or when a technician finishes their.
normal service schedule and becomes available
Normal service is usually 2-3 business days.

(AR) Not in SHARE

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

Payment Term: Net 30

Delivery: AS REQUESTED

(AS) 0000009419

ORCOM, a Division of Ortega Companies, Inc.
PO Box 605
Peralta, NM 87042
505-865-7401 ext 403
505-480-5852
billy@orcominc.com
rosanna@orcominc.com
del@orcominc.com

Payment Term: Net 30

Delivery: As Requested

(AT) 0000043952

PC Automated Controls, Inc.
4239 Balloon Park
Albuquerque, NM 87109
505-895-9040
blinzey@pcautomatedcontrols.com

Payment Term: Net 30

Delivery: As requested and depending on manufacturer lead
times.

(AU) 0000116994

TLC Plumbing & Utility
dba TLC Plumbing & Utility
5000 Edith Blvd. NE
Albuquerque, NM 87107
505-761-9696
jblaschke@tlcplumbing.com

Payment Term: Net 30

Delivery: As requested

(AV) 0000011132

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Trane US Inc.
PO Box 98167
Chicago, IL 60693
505-681-1899
msfafard@trane.com

Payment Term: Net 30

Delivery: 5501 San Diego Ave NE Albuquerque, NM

(AW) 0000051414
WWRC, Inc.
1716 W. 7th
Clovis, NM 88101
575-769-2618
wwrc@wwrcinc.com

Payment Term: Net 30

Delivery: As Requested

(AX) 0000052947
Western Mechanical Co.
dba Western Mechanical HVAC & Plumbing
3301 Girard Blvd NE
Albuquerque, NM 87107
505-341-4458
mike.westernmechanical@gmail.com

Payment Term: 30 days

Delivery: email through portal

(AY) Not in SHARE
Wizer Electric LLC
6017 Del Carmen Rd NE
Rio Rancho, NM 87144
505-304-7752
sam@wizerelectric.com

Payment Term: Net 30

Delivery: As Requested

(AZ) 0000086970
Yearout Mechanical Inc.
dba Welch's Boiler Service, LLC
8501 Washington St. NE
Albuquerque, NM 87113
505-314-8226
rrodriguez@yearout.com

Payment Term: Net 30

Delivery: F.O. B. Destination (as requested)

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SPECIFICATIONS:

The State of New Mexico wishes to establish a Statewide Price Agreement for on-call miscellaneous heating, ventilating and air conditioning work; for boilers and water heating equipment; for controls; and work related to these systems, and for plumbing work throughout the entire state of New Mexico

Term:

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

There will be multiple Contractors awarded as a result of this solicitation.

Insurance:

The Contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, Workman's Compensation Insurance. The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules, when required to do so, this Price Agreement will be cancelled immediately.

Contractor shall indemnify and hold harmless the State, its officers, and employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from, Contractor's and/or its employees, own negligent acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Price Agreement. This Save Harmless and Indemnification Clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., NMSA 1978 Comp. and Section 56-7-1 NMSA 1978 Comp.) and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

The Contractor shall provide public liability insurance for the minimum amount of one hundred thousand dollars (\$100,000) for damage to or destruction of property arising out of each occurrence; the amount of three hundred thousand dollars (\$300,000) to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under the New Mexico Tort Claims Act; and the amount of five hundred thousand dollars (\$500,000) for all claims arising out of each occurrence. Umbrella or excess liability coverage shall not be considered as any part of the primary coverage.

All work covered by this Invitation to Bid shall be in accordance with applicable state laws, the International Building Code (IBC) and New Mexico building codes and is subject to the minimum wage rate determination issued by the New Mexico Department of Workforce Solutions, if applicable.

Wage Rates:

All work covered by this Invitation to Bid shall be in accordance with applicable state laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions if applicable.

A wage rate decision is required by the Public Works Minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars (\$60,000) or more and funded in part by state or local funding. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: <http://www.dws.state.nm.us>

Bonding:

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A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the state of New Mexico will be required of the successful bidder(s) prior to each project over twenty-five thousand dollars (\$25,000). Said bonds must be provided to the requesting agency and are to be filed with the agencies purchasing office. Failure to comply shall result in order being issued to another vendor and difference being charged back to the awarded Contractor(s).

Price shall not include state gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by user.

The prices quoted herein represent the total compensation to be paid by the State for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

The awarded Contractor shall be responsible for all permits associated with this work as required by the State of New Mexico Construction Industries Division (CID). The CID will issue permits for work performed at state-owned buildings.

Contractors will be allowed travel time and mileage one way from vendor's place of business to jobsite in excess of fifty (50) miles. If job requires more than one visit Contractor must have justification and prior approval from the using agency. Mileage will be based by mapquest.com.

Contractor Note:

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

Contractor shall provide the following information:

**Contractor's New Mexico
license no.:**

**Contractor's classification
no.:**

State tax identification no.:

**Public Works Registration
Number*:**

*Pursuant to: 13-4-13.1 Public Works Contracts; Registration of Contractors and Subcontractors

When submitting a bid for a specific project valued at more than sixty thousand dollars (\$60,000) for any portion of a public works project greater than sixty thousand dollars (\$60,000) that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its bid. FMD or the using agency may reject any bid that fails to provide a Public Works Registration Number for the prime Contractor and all other listed Contractors or subcontractors.

The Contractor will be contacted on an as needed, on-call basis to perform work associated with this Price Agreement. A Price Agreement award is without assurance of quantity or dollar amount of work to be performed by this Contractor. Failure to respond to the State's requests may be grounds for termination of this Price Agreement.

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

The using agency reserves the right to purchase materials directly from existing Statewide Price Agreement sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project.

For questions contact Clarke Fountain, State Purchasing Division, at (505) 827-0487.

Scope of Work:

Contractors will be contacted on an as needed basis to perform work associated with this Agreement. Contractors shall provide their cost for performing all the work called for in the Using Agency's scope of work for the project. Projects may be of short or long term duration, throughout the state in the designated Zones.

Contractors shall have the technical staff to perform diagnostic services; provide design services as needed; and to provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits. The Contractor is responsible for obtaining all required licenses, fees and permits required by government agencies to perform the work.

Contractors may be capable of providing all new, upgrades or repairs to the existing mechanical service and systems, or completely new installations, diagnostic services, perform trouble shooting services for the Using Agency and to prepare proposals for all costs and services needed to perform the work required, in compliance with the current national and state mechanical and plumbing codes.

The work may include all costs needed and required to remove and to repair any defective heating, ventilation and air conditioning (HVAC) systems, materials and related work; to provide all preparation work and lay-out needed and required for the repair of existing HVAC systems and installation of new work and systems; and any required maintenance and related work needed for existing HVAC systems. This may include any upgrades, replacements or new installations of equipment curbs, roof patching, concrete pads, screen walls, and associated ductwork.

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

Replacement systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards, if possible.

This Contractor may also be capable of providing all new, upgrades or repairs to the existing plumbing/ gas service and systems, or completely new installations, diagnostic services, perform trouble shooting services for the Using Agency and to prepare proposals for all costs and services needed to perform the work required, in compliance with the current national and State plumbing codes.

The work may include all preparation work needed to properly install the new plumbing work. Work to include, but not limited to: installation of new plumbing fixtures, water heaters, electric water coolers, sanitizing of existing water

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lines, rodding and clearing of sewer lines, replacement of damaged or defective sewer lines, installation of new domestic water lines, hydrants, fire sprinkler/suppression systems and any other plumbing related work including natural gas work. Any repair work to existing structures, roofs, sidewalks, roads needed to install the systems is included. Trenching for exterior lines is included as well as patching/paving of roads, buildings and sidewalks that have been demolished in the process of the construction. All work shall be according to current applicable State and National codes. Identification and abatement of asbestos containing materials (ACM) may be performed under separate contracts, and is outside the scope of the work of this Price Agreement unless the Agency wishes to have the Contractor subcontract this work.

Subcontracting of work is allowed and shall be prior approved by the Using Agency. Full Service Plumbing Contractors who do not do HVAC work are allowed to bid. The appropriate license from the State of New Mexico Construction Industries Division.

Furnishing of submittal data for any/all new equipment as well as O&M's when either/or are required, and deemed necessary for the facility. Training of site personnel for the proper operation of newly installed equipment and related controls of this equipment will be performed and required for completion. This also applies to any/all control systems pertaining to HVAC equipment. This training will be acceptable to the person in charge of the facility and/or the State's Project manager in charge of the project.

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

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractors work, to other areas, the contractor will be held responsible for repairing any damage done by his employees, subcontractors and vendors.

The Contractor shall restore any damage to existing, adjacent finishes damaged as a result of performing its work and to make new work inconspicuous with the existing, adjacent finishes.

The Contractor shall provide all clean-up for its operations and control of all construction debris. All work areas shall be maintained in a neat and workmanlike manner. All construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The Using Agency's trash container for the building shall not be used for disposal of any construction debris.

All work shall be in strict compliance with the national and state building mechanical, plumbing and electrical codes including SMACNA, and ASHRAE standards. Any work involving disconnect or Switching of electrical service to a work area shall utilize LOCKOUT/TAGOUT identification practices.

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

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

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

Contractor's price shall include all labor costs, tools, equipment, materials, permits, overhead, profit, insurance and any other fees necessary to perform the work called for in the Using Agency's scope of work and drawings for this project. Any equipment required to have licensed operators shall be the responsibility of the contractor before any equipment is turned on at the jobsite.

The bid price for this ITB shall not include New Mexico gross receipts tax or local option tax (es). Such tax or taxes shall be added by the Contractor to its quote (line item on schedule of values) at the current tax rate at the project's location. As a separate item, the Using Agency shall ensure the appropriate gross receipts tax is added to the Contractor's project proposal and that it is encumbered in the Purchase Order. The prices quoted for each project represent the total compensation to be paid by the Using Agency for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

The Contractor shall provide all the services needed and called for in the Using Agency's scope of work, in addition to the requirements set forth in this Price Agreement. Full Service Plumbing Contractors who do not do HVAC work are allowed to bid under this Price Agreement.

Request for Quote (RFQ):

Each project under this contract will be individually described in a "Request for Quote (RFQ)". The RFQ will describe the scope of work, the duration of the project with the date of Substantial Completion and if there are liquidated damages for not meeting the date of substantial completion. The date of Substantial Completion is the date when the space can be occupied or the Work used/operated and is turned over to the User Agency. Final completion is the date when the project is totally complete and the Contractor's final pay application/invoice is approved. The terms and conditions of the Contractor's Statewide Price Agreement will apply to all Purchase Orders which result from the accepted response to the RFQ. Any change orders to the project scope will require an additional RFQ with backup materials and labor costs.

All subcontractor quotes shall be broken down by labor and materials costs and the Contractor shall be allowed a maximum of eight percent markup for administrative costs. Overall markup for General Conditions which includes Project Management, home office overhead, and other off site expenses will be limited to a maximum of ten percent. Actual site expenses such as temporary toilets, fencing, scaffolding, equipment rental, dumpsters and other preapproved expenses will be allowed on a project by project basis.

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

The Using Agency reserves the right to purchase materials directly from existing Statewide Price Agreement sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project.

The Using Agency reserves the right to procure specialty services directly from its other Statewide Price Agreements to the awarded Contractor. Specialty services provided from other Statewide Price Agreements shall be coordinated by the Contractor.

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When a service is needed, the using agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.

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

The Contractor shall visit the site and compare the Using Agency's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this Price Agreement.

The Contractor will be required to provide a written quote, to include the work to be performed and the amount of time required for the completion of the project and submit to the using agency at no cost to the state.

Prior to commencement of any work performed the using agency will issue a notice to proceed for the work upon receipt of a purchase order, based on the prices set forth by Contractor's quote. The work on any project to be performed under this Contract shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed". On smaller projects, an email will suffice.

The Contractor shall begin the work based on the priority identified by the Using Agency. Any delay beyond the stated completion date shall be upon agreement by the Using Agency and the Contractor.

Where work is to be conducted in a state correctional or secured facility, security clearances and background checks that may be required by the facility for the Contractor and its employees must be obtained prior to commencement of any work at that facility. The Using Agency reserves the right to deny any employee of the Contractor, access to the facility should the employee be in violation of any criteria required for the security clearance.

The user agency reserves the right to provide an escort and/or full time supervision of the Contractor and its employees during any or all phases of a project, should the user agency feel it is in its best interest to provide these extraordinary security services.

The user agency reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or wellbeing of the facility. Inappropriate behavior by the Contractor, its employees or subcontractors shall immediately cancel this Price Agreement. Any employee of the Contractor found in violation of any law, while on the user agency's property, will be prosecuted.

State/ Using Agency's obligations:

- When a service is needed, the Using Agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.
- Allow the Contractor limited use of on-site utilities for projects at an existing building.
- Using Agency shall provide periodic or random inspections of its projects. Using agencies shall be responsible for providing its inspections, the taking of any progress photographs of the work and preparation of field observation reports.
- Conduct weekly on-site meetings with the Contractor, or on an as-needed basis, to insure compliance with the scope of work for the project; provide assistance and guidance; to resolve problems arising during the project; and to ensure quality of work and materials being incorporated into the project.
- Process requests for payment within twenty-one (21) days of time/date stamped receipt of proper invoice and/or G702 & G703 Schedule of Values, Application and Certificate for Payment, when more than a single invoice applies to the contracted amount.
- If applicable, procure independent special inspections, commissioning, structural, soils testing with geotechnical reports and/or topographical survey.

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Any Agency or local public body wishing to utilize this Statewide Price Agreement for services shall:

- **For an amount less than sixty thousand (\$60,000), issue a purchase order to the vendor.**
- **For an amount greater than sixty thousand (\$60,000), the using entity shall enter into a General Construction Contract, using the Sample Contract Attached to this Agreement, identifying the scope of work, terms and conditions pertaining to the specific project pursuant to the SWPA, Time of Commencement and Substantial Completion and Contract Sum.**

OTHER CONSTRUCTION RELATED TERMS AND CONDITIONS:

Time Considerations:

The work on any project to be performed under this Agreement shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed". On smaller projects an email will suffice. The date of Substantial Completion shall be described in the RFQ. The date can be extended by the Using Agency by valid written Change Order.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work on the project within the time specified in the RFQ, the Contractor agrees, in partial consideration for the award of the Purchase Order, to pay to the Using Agency the amount of dollars named in the RFQ per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Purchase Order under this Agreement.

Change Orders (CO) by Purchase Order:

The need for any modifications, for additional work or for credit for work not performed, shall be accomplished and approved in advance by the contracting officer of the Using Agency by issuing a Change Order.

The RFQ may be amended by mutual agreement of the Using Agency and the Contractor upon written notice by either party to the other. Changes in the Work may be accomplished after execution of the Purchase Order, and without invalidating the original or all previous Purchase Orders, by another Purchase Order. Any material change in the Work or Time requires a Change Order that has been finalized by agreement by the Using Agency and based on final accepted proposal from the Contractor. The only time that a superintendent's labor costs can be added to a Change Order are if there is a resultant time extension involved as supported by the effect to the critical path of the project work. This is based on the assumption that the superintendent is onsite for the project duration.

If the Agencies propose to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the notice, have the option to terminate the Project or to agree to the reduced funding.

Mediation:

Any controversy or claim arising between the parties shall be settled by mediation if the parties cannot reach a mutually agreeable solution. The parties shall endeavor to resolve their disagreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of the New Mexico Public Works Mediation Act (NMSA §13-4C-1 et seq.) except that before any party may select a mediator it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of **sixty (60) days** from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

Inspection of Work:

If this Purchase Order is for the purchase of services, the following terms shall apply when applicable:

- A. Services include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the

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Using Agency covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Using Agency or other party to the Purchase Order during the term of performance of the Work and for as long thereafter as required.

- C. The Using Agency has the right to inspect and test all services contemplated to the extent practicable at all times and places during the term of the Project. The Using Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- D. If the Using Agency performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Purchase Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- E. If any part of the services do not conform with the requirements, the Using Agency may require the Contractor to re-perform the services in conformity with the requirements at no increase in Purchase Order amount. When the defects in services cannot be corrected by re-performance, the Using Agency may:
 - (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements; and
 - (2) reduce the Purchase Order price to reflect the reduced value of the services performed.
- F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements, the Using Agency may:
 - (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Using Agency that is directly related to the performance of such service; or
 - (2) cancel the Purchase Order for default.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE USING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/PRICE AGREEMENT.

Suspension, Delay or Interruption of Work:

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

Time Extension Costs:

Agreed Compensation for Overhead "General Conditions" for Changes to Time for Completion or Contract Completion Date for Changes to the Work: If the change in the Work also changes the Time for Completion or the Agreement Completion Date by adding days to complete the Work, an itemized accounting of the following General Conditions costs for direct Site overhead set forth in the subparagraph below may be considered as allowable costs for compensation. Home office overhead and other indirect overhead expenses are to be considered included in the allowable markups and not added into the General Conditions expenses.

Direct Site Overhead Expenses:

The Contractor's per diem expenses, as shown by the itemized accounting, for the following allowable, applicable, direct Site overhead expenses: The Site superintendent's pro-rata salary, temporary Site office trailer, temporary fencing, building utility costs, security, temporary storage and temporary Site utilities including basic telephone service, electricity, heat, water, and sanitary / toilet facilities, etc. for each day added.

If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement Price beyond the deadlines or due to the Contractor's

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refusal to proceed with any of the approved Work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Contract Price.

Clean Up and Storage:

- A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. Using Agency's trash receptacles will not be used by the Contractor. Sanitary facilities will "not" be available at the job site. Contractor shall be responsible for the provision and maintenance of portable toilets.
- B. The Contractor on a daily basis shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall then thoroughly clean the premises and the site to the Using Agency's satisfaction.
- C. Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.
- D. Storage of materials and construction equipment shall be coordinated with the Using Agency.

Permits and Fees:

- A. IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.
- B. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.
- C. IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to the Using Agency upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule for the Work. Contractor shall deliver a photocopy of the Building Permit to the Design Professional and Using Agency as soon as it is obtained.

Schedule, Progress Meetings and Reports:

- A. The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for the Using Agency's information a Critical Path Construction Schedule for the Work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the RFQ or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.
- B. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Using Agency.
- C. Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three week look-ahead schedule should be presented at every project meeting. A new schedule shall be presented with any change orders.
- D. The Contractor shall prepare a Daily Report each day that Contractor, Subcontractors or any other entity are on the Project. The Daily Reports shall be maintained at the site and be well organized. The Using Agency may request copies at any time. The reports may include:
 - 1. report date and who prepared the report;

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

Close-out Requirements:

The Contractor shall submit to the Using Agency a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion including Close-Out requirements. The punchlist of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

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

- a. Work associated with Punch List(s);
- b. If applicable, testing, balance or performance operations complete and in agreement that associated work is in compliance with the Contract Documents;
- c. If applicable, one hard copy and one electronic copy in .pdf format of final approved test, balance or performance report(s) complete with directory of contents submitted to Using Agency;
- d. as-Built drawings delivered in AutoCAD or electronic format;
- e. written certification signed by Using Agency of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by the Using Agency;
- f. delivery of all warranties required by the Work;
- g. If applicable, all keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
- h. completed Operations Liability insurance policy certificate, if applicable;
- i. training of staff on all applicable building systems;
- j. all Storm Water Pollution Prevention Permits (SWPPP) have been updated or closed;
- k. utility transfer to User/Using Agency;
- l. Operations and Maintenance Manuals;
- m. a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

Warranty:

The Contractor shall warranty its work for new mechanical systems, appliances and related work, for materials and for workmanship furnished and performed under this Price Agreement for a period of one (1) year minimum from the date of acceptance for new installations. The Contractor shall warranty its work for repairs or restoration of existing mechanical systems, appliances and related work for ninety (90) days from the date of acceptance of repair, restoration, replacement or upgrade work for existing systems. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied.

Payment Provisions:

Generally payments are made on a thirty (30) day billing cycle. Payment for projects of less than thirty (30) day duration shall be paid upon the Using Agency's acceptance of the work.

All payments under this Agreement are subject to the following provisions:

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the Agency shall determine if the Construction Work provided meets specifications. No payment shall be made for any work until the Work has been accepted

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in writing by the Using Agency. Unless otherwise agreed upon between the Using Agency and the Contractor, within fifteen (15) days from the date the Using Agency receives written notice from the Contractor that payment is requested for work, the Using Agency shall issue a written certification of complete or partial acceptance or rejection of the Work. Unless the Using Agency gives notice of rejection within the specified time period, the Work will be deemed to have been accepted.

- B. Payment of Invoice - Upon acceptance that the Work has been received and accepted, payment shall be tendered to the Contractor within twenty one (21) days after the date of acceptance of an undisputed invoice.
- C. The Contractor, before final payment of the amount due under this Contract, shall provide requested Close-out documents including any release of liens.

BID INFORMATION:

Hourly rates are requested for the three (3) levels of personnel as follows:

Journeyman: a person licensed by the State of New Mexico as a journeyman in the specialized field of work required and being performed on this project OR graduate of a post-high school HVAC/R program of instruction of two (2) or more years in duration or equivalent; demonstrated record of HVAC/R related continuing education and training and five (5) or more years of actual work experience as a service and/or installation technician in the mechanical equipment/systems, HVAC and refrigeration service and maintenance industry. An experienced plumber may fit this category.

Apprentice: a person with substantial experience in this field of work, but is not yet deemed to be a journeyman. (If the contractor does not employ any Apprentices, that item does not need to be filled in).

Laborer: a person with minimal experience, performing simple tasks as clean-up and other minor forms of labor.

Materials and Parts:

Contractor shall submit billings, based on actual Contractor costs for materials, less any applicable percentage for discounts. Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to the Using Agency for which the work was provided.

The State of New Mexico requires that all materials shall be new and of the highest quality and at the best attainable price available for the type of work being performed.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification will be permitted.

Mileage and Per Diem: The work to be performed may be throughout the state based on the Zones. The Contractor's cost to perform the work may include any applicable per diem. Contractors will be allowed travel time and mileage one way from vendor's place of business to jobsite in excess of fifty (50) miles. Mileage will be based on mapquest.com. The full round trip mileage will be calculated and then 100 miles will be subtracted in order to compute the allowable daily trip mileage for each project.

The State of New Mexico reserves the right to award this Price Agreement to multiple vendors.

Bids for these services are requested on a statewide basis. Separate awards for each or combinations of zones may be utilized. Vendors are encouraged to bid only in the zones where the bidder may adequately perform the service in an efficient manner. The State anticipates awards to Contractors in 6 zones. Each zone will be evaluated separately. A Contractor may bid on multiple zones.

Zone ONE: San Juan, McKinley counties

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Zone TWO: Colfax, Harding, Los Alamos, Mora, Rio Arriba, Santa Fe, San Miguel, Taos and Union counties.

Zone THREE: Bernalillo, Catron, Cibola, Sandoval, Socorro, Torrance and Valencia counties.

Zone FOUR: Dona Ana, Grant, Hidalgo, Lincoln, Luna, Otero, and Sierra counties.

Zone FIVE: Chavez, Eddy, Lea counties

Zone SIX: Curry, De Baca, Guadalupe, Quay, Roosevelt counties

If the Contractor is bidding on multiple zones, it shall indicate applicable prices per zone where the work would be performed. See attached work zone map to determine zones bidding.

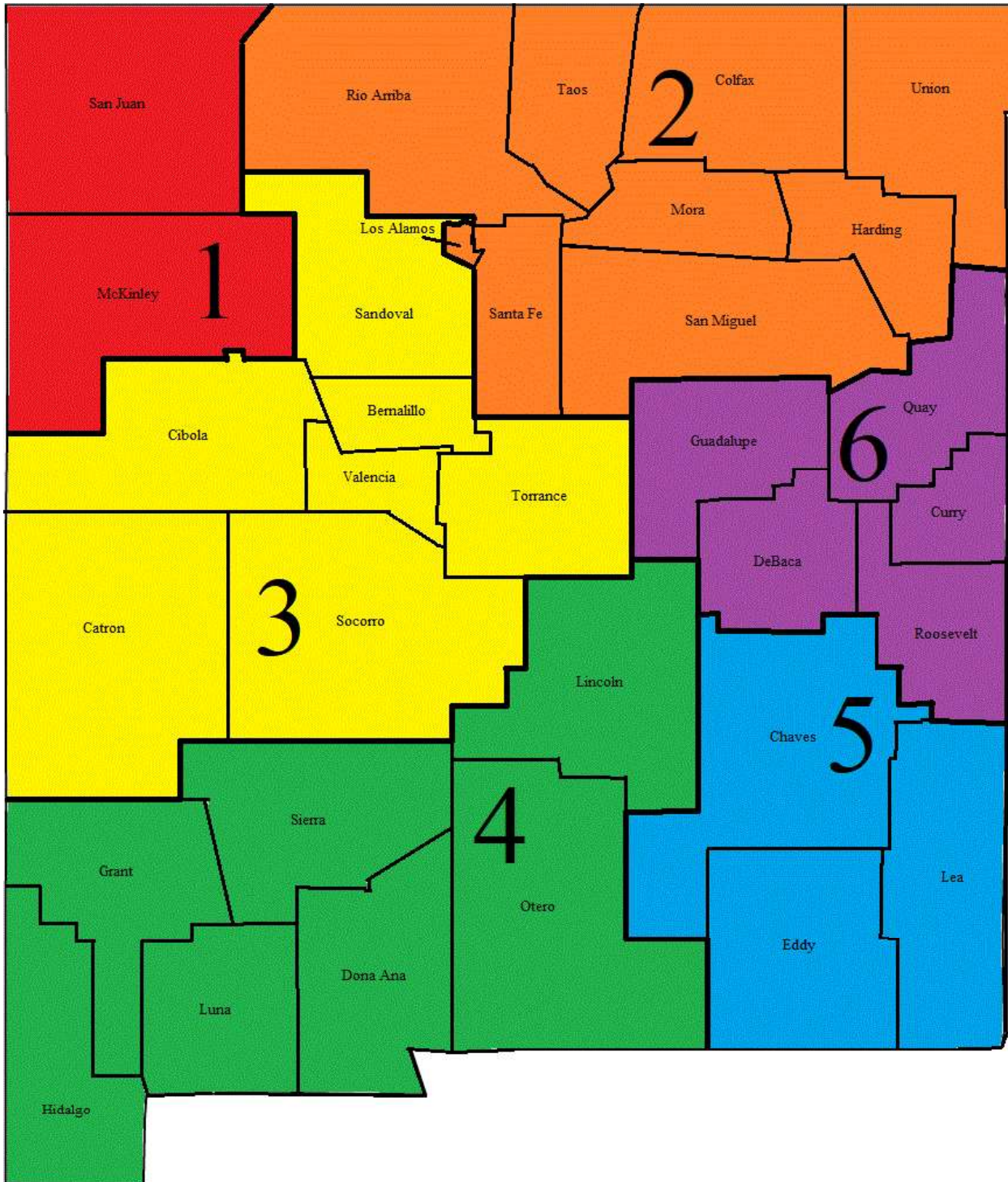
Escalation / Reduction Clause:

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

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Specific, demonstrable evidence of increase requested

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ITEMS:

Projects UNDER Sixty Thousand (\$60,000.00)						
Item	Approx Qty	Unit	Description	(AA)	(AB)	(AC)
1	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours			
			Zone 1	No Bid	No Bid	\$73.00
			Zone 2	\$100.00	No Bid	\$73.00
			Zone 3	No Bid	\$75.00	\$73.00
			Zone 4	No Bid	No Bid	\$73.00
			Zone 5	No Bid	No Bid	\$73.00
			Zone 6	No Bid	No Bid	\$73.00
Item	Approx Qty	Unit	Description	(AA)	(AB)	(AC)
2	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours			
			Zone 1	No Bid	No Bid	\$90.00
			Zone 2	\$150.00	No Bid	\$90.00
			Zone 3	No Bid	\$105.00	\$90.00
			Zone 4	No Bid	No Bid	\$90.00
			Zone 5	No Bid	No Bid	\$90.00
			Zone 6	No Bid	No Bid	\$90.00
Item	Approx Qty	Unit	Description	(AA)	(AB)	(AC)
3	1	Hour	Apprentice/Experienced Worker, regular hours			
			Zone 1	No Bid	No Bid	\$45.00
			Zone 2	\$80.00	No Bid	\$45.00
			Zone 3	No Bid	No Bid	\$45.00
			Zone 4	No Bid	No Bid	\$45.00
			Zone 5	No Bid	No Bid	\$45.00
			Zone 6	No Bid	No Bid	\$45.00
Item	Approx Qty	Unit	Description	(AA)	(AB)	(AC)
4	1	Hour	Apprentice/Experienced Worker, after hours worked			
			Zone 1	No Bid	No Bid	\$65.00
			Zone 2	\$120.00	No Bid	\$65.00
			Zone 3	No Bid	No Bid	\$65.00
			Zone 4	No Bid	No Bid	\$65.00
			Zone 5	No Bid	No Bid	\$65.00
			Zone 6	No Bid	No Bid	\$65.00

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Item	Approx Qty	Unit	Description	(AA)	(AB)	(AC)
5	1	Hour	Laborer, regular hours worked			
			Zone 1	No Bid	No Bid	\$40.00
			Zone 2	\$35.00	No Bid	\$40.00
			Zone 3	No Bid	No Bid	\$40.00
			Zone 4	No Bid	No Bid	\$40.00
			Zone 5	No Bid	No Bid	\$40.00
			Zone 6	No Bid	No Bid	\$40.00
Item	Approx Qty	Unit	Description	(AA)	(AB)	(AC)
6	1	Hour	Laborer, after hours worked			
			Zone 1	No Bid	No Bid	\$60.00
			Zone 2	\$52.50	No Bid	\$60.00
			Zone 3	No Bid	No Bid	\$60.00
			Zone 4	No Bid	No Bid	\$60.00
			Zone 5	No Bid	No Bid	\$60.00
			Zone 6	No Bid	No Bid	\$60.00
Projects OVER Sixty Thousand (\$60,000.00)						
Item	Approx Qty	Unit	Description	(AA)	(AB)	(AC)
7	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours			
			Zone 1	No Bid	No Bid	\$75.00
			Zone 2	\$100.00	No Bid	\$75.00
			Zone 3	No Bid	No Bid	\$75.00
			Zone 4	No Bid	No Bid	\$75.00
			Zone 5	No Bid	No Bid	\$75.00
			Zone 6	No Bid	No Bid	\$75.00
Item	Approx Qty	Unit	Description	(AA)	(AB)	(AC)
8	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours			
			Zone 1	No Bid	No Bid	\$85.00
			Zone 2	\$150.00	No Bid	\$85.00
			Zone 3	No Bid	No Bid	\$85.00
			Zone 4	No Bid	No Bid	\$85.00
			Zone 5	No Bid	No Bid	\$85.00
			Zone 6	No Bid	No Bid	\$85.00
Item	Approx Qty	Unit	Description	(AA)	(AB)	(AC)
9	1	Hour	Apprentice/Experienced Worker, regular hours worked			

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				Zone 1	No Bid	No Bid	\$50.00
				Zone 2	\$80.00	No Bid	\$50.00
				Zone 3	No Bid	No Bid	\$50.00
				Zone 4	No Bid	No Bid	\$50.00
				Zone 5	No Bid	No Bid	\$50.00
				Zone 6	No Bid	No Bid	\$50.00
Item	Approx Qty	Unit	Description		(AA)	(AB)	(AC)
10	1	Hour	Apprentice/Experienced Worker, after hours worked				
				Zone 1	No Bid	No Bid	\$65.00
				Zone 2	\$120.00	No Bid	\$65.00
				Zone 3	No Bid	No Bid	\$65.00
				Zone 4	No Bid	No Bid	\$65.00
				Zone 5	No Bid	No Bid	\$65.00
				Zone 6	No Bid	No Bid	\$65.00
Item	Approx Qty	Unit	Description		(AA)	(AB)	(AC)
11	1	Hour	Laborer, regular hours worked				
				Zone 1	No Bid	No Bid	\$40.00
				Zone 2	\$35.00	No Bid	\$40.00
				Zone 3	No Bid	No Bid	\$40.00
				Zone 4	No Bid	No Bid	\$40.00
				Zone 5	No Bid	No Bid	\$40.00
				Zone 6	No Bid	No Bid	\$40.00
Item	Approx Qty	Unit	Description		(AA)	(AB)	(AC)
12	1	Hour	Laborer, after hours worked				
				Zone 1	No Bid	No Bid	\$50.00
				Zone 2	\$52.50	No Bid	\$50.00
				Zone 3	No Bid	No Bid	\$50.00
				Zone 4	No Bid	No Bid	\$50.00
				Zone 5	No Bid	No Bid	\$50.00
				Zone 6	No Bid	No Bid	\$50.00
Item	Approx Qty	Unit	Description		(AA)	(AB)	(AC)
13	1	Hour	Diagnosis, project estimates, troubleshooting		\$150.00	No Bid	\$79.00
Item	Approx Qty	Unit	Description		(AA)	(AB)	(AC)
14	1	%	Discount off all parts and material. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased.		0%	5%	0%

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Item	Approx Qty	Unit	Description	(AA)	(AB)	(AC)
15	1	Day	Daily per diem rate for overnight stay as needed including dinner and breakfast per person	\$200.00	\$30.00	\$185.00
Item	Approx Qty	Unit	Description	(AA)	(AB)	(AC)
16	1	Mileage	One Way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel In excess of 50 miles one way, based on mapquest.com.	\$1.50	\$1.00	\$1.25
Projects UNDER Sixty Thousand (\$60,000.00)						
Item	Approx Qty	Unit	Description	(AD)	(AE)	(AF)
1	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours			
			Zone 1	\$138.00	\$136.75	\$95.00
			Zone 2	\$108.00	\$136.75	\$95.00
			Zone 3	\$138.00	\$111.75	\$95.00
			Zone 4	No Bid	\$143.00	\$95.00
			Zone 5	No Bid	\$149.25	\$95.00
			Zone 6	\$138.00	\$143.00	\$95.00
Item	Approx Qty	Unit	Description	(AD)	(AE)	(AF)
2	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours			
			Zone 1	\$187.00	\$173.35	\$125.00
			Zone 2	\$172.00	\$173.35	\$125.00
			Zone 3	\$187.00	\$148.35	\$125.00
			Zone 4	No Bid	\$179.60	\$125.00
			Zone 5	No Bid	\$185.85	\$125.00
			Zone 6	\$187.00	\$179.60	\$125.00
Item	Approx Qty	Unit	Description	(AD)	(AE)	(AF)
3	1	Hour	Apprentice/Experienced Worker, regular hours			
			Zone 1	\$84.00	\$109.40	\$70.00
			Zone 2	\$79.00	\$109.40	\$70.00
			Zone 3	\$84.00	\$89.40	\$70.00
			Zone 4	No Bid	\$114.40	\$70.00
			Zone 5	No Bid	\$119.40	\$70.00
			Zone 6	\$84.00	\$114.40	\$70.00

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Item	Approx Qty	Unit	Description		(AD)	(AE)	(AF)
4	1	Hour	Apprentice/Experienced Worker, after hours worked				
			Zone 1	\$138.00	\$138.68	\$90.00	
			Zone 2	\$130.00	\$138.68	\$90.00	
			Zone 3	\$138.00	\$118.68	\$90.00	
			Zone 4	No Bid	\$143.68	\$90.00	
			Zone 5	No Bid	\$148.68	\$90.00	
			Zone 6	\$138.00	\$143.68	\$90.00	
Item	Approx Qty	Unit	Description		(AD)	(AE)	(AF)
5	1	Hour	Laborer, regular hours worked				
			Zone 1	\$82.00	\$88.89	\$55.00	
			Zone 2	\$79.00	\$88.89	\$55.00	
			Zone 3	\$82.00	\$72.64	\$55.00	
			Zone 4	No Bid	\$92.95	\$55.00	
			Zone 5	No Bid	\$97.02	\$55.00	
			Zone 6	\$82.00	\$92.95	\$55.00	
Item	Approx Qty	Unit	Description		(AD)	(AE)	(AF)
6	1	Hour	Laborer, after hours worked				
			Zone 1	\$132.00	\$112.68	\$70.00	
			Zone 2	\$129.00	\$112.68	\$70.00	
			Zone 3	\$132.00	\$96.43	\$70.00	
			Zone 4	No Bid	\$116.74	\$70.00	
			Zone 5	No Bid	\$120.81	\$70.00	
			Zone 6	\$132.00	\$116.74	\$70.00	
Projects OVER Sixty Thousand (\$60,000.00)							
Item	Approx Qty	Unit	Description				
7	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours		(AD)	(AE)	(AF)
			Zone 1	\$138.00	\$136.75	\$95.00	
			Zone 2	\$128.00	\$136.75	\$95.00	
			Zone 3	\$138.00	\$111.75	\$95.00	
			Zone 4	No Bid	\$143.00	\$95.00	
			Zone 5	No Bid	\$149.25	\$95.00	
			Zone 6	\$138.00	\$143.00	\$95.00	

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Item	Approx Qty	Unit	Description		(AD)	(AE)	(AF)
8	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours				
			Zone 1	\$207.00	\$173.35	\$125.00	
			Zone 2	\$192.00	\$173.35	\$125.00	
			Zone 3	\$207.00	\$148.35	\$125.00	
			Zone 4	No Bid	\$179.60	\$125.00	
			Zone 5	No Bid	\$185.85	\$125.00	
			Zone 6	\$207.00	\$179.60	\$125.00	
Item	Approx Qty	Unit	Description		(AD)	(AE)	(AF)
9	1	Hour	Apprentice/Experienced Worker, regular hours worked				
			Zone 1	\$104.00	\$109.40	\$75.00	
			Zone 2	\$99.00	\$109.40	\$75.00	
			Zone 3	\$104.00	\$89.40	\$75.00	
			Zone 4	No Bid	\$114.40	\$75.00	
			Zone 5	No Bid	\$119.40	\$75.00	
			Zone 6	\$104.00	\$114.40	\$75.00	
Item	Approx Qty	Unit	Description		(AD)	(AE)	(AF)
10	1	Hour	Apprentice/Experienced Worker, after hours worked				
			Zone 1	\$158.00	\$138.68	\$95.00	
			Zone 2	\$150.00	\$138.68	\$95.00	
			Zone 3	\$158.00	\$118.68	\$95.00	
			Zone 4	No Bid	\$143.68	\$95.00	
			Zone 5	No Bid	\$148.68	\$95.00	
			Zone 6	\$158.00	\$143.68	\$95.00	
Item	Approx Qty	Unit	Description		(AD)	(AE)	(AF)
11	1	Hour	Laborer, regular hours worked				
			Zone 1	\$102.00	\$88.89	\$55.00	
			Zone 2	\$99.00	\$88.89	\$55.00	
			Zone 3	\$102.00	\$72.64	\$55.00	
			Zone 4	No Bid	\$92.95	\$55.00	
			Zone 5	No Bid	\$97.02	\$55.00	
			Zone 6	\$102.00	\$92.95	\$55.00	

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Item	Approx Qty	Unit	Description	(AD)	(AE)	(AF)
12	1	Hour	Laborer, after hours worked			
			Zone 1	\$152.00	\$112.68	\$70.00
			Zone 2	\$149.00	\$112.68	\$70.00
			Zone 3	\$152.00	\$96.43	\$70.00
			Zone 4	No Bid	\$116.74	\$70.00
			Zone 5	No Bid	\$120.81	\$70.00
			Zone 6	\$152.00	\$116.74	\$70.00
Item	Approx Qty	Unit	Description	(AD)	(AE)	(AF)
13	1	Hour	Diagnosis, project estimates, troubleshooting	No Bid	\$110.00	\$95.00
Item	Approx Qty	Unit	Description	(AD)	(AE)	(AF)
14	1	%	Discount off all parts and material. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased.	0%	0%	0%
Item	Approx Qty	Unit	Description	(AD)	(AE)	(AF)
15	1	Day	Daily per diem rate for overnight stay as needed including dinner and breakfast per person	\$160.00	\$175.00	\$150.00
Item	Approx Qty	Unit	Description	(AD)	(AE)	(AF)
16	1	Mileage	One Way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel In excess of 50 miles one way, based on mapquest.com.	\$0.95	\$0.65	\$0.62
Projects UNDER Sixty Thousand (\$60,000.00)						
Item	Approx Qty	Unit	Description	(AG)	(AH)	(AI)
1	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours			
			Zone 1	\$80.00	\$125.00	\$99.75
			Zone 2	\$80.00	\$125.00	\$99.75
			Zone 3	\$80.00	\$125.00	\$99.75
			Zone 4	\$80.00	\$125.00	\$99.75
			Zone 5	\$80.00	\$125.00	\$99.75
			Zone 6	\$80.00	\$125.00	\$99.75

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Item	Approx Qty	Unit	Description	(AG)	(AH)	(AI)
2	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours			
			Zone 1	\$120.00	\$187.50	\$149.60
			Zone 2	\$120.00	\$187.50	\$149.60
			Zone 3	\$120.00	\$187.50	\$149.60
			Zone 4	\$120.00	\$187.50	\$149.60
			Zone 5	\$120.00	\$187.50	\$149.60
			Zone 6	\$120.00	\$187.50	\$149.60
Item	Approx Qty	Unit	Description	(AG)	(AH)	(AI)
3	1	Hour	Apprentice/Experienced Worker, regular hours			
			Zone 1	\$80.00	\$105.00	\$77.90
			Zone 2	\$80.00	\$105.00	\$77.90
			Zone 3	\$80.00	\$105.00	\$77.90
			Zone 4	\$80.00	\$105.00	\$77.90
			Zone 5	\$80.00	\$105.00	\$77.90
			Zone 6	\$80.00	\$105.00	\$77.90
Item	Approx Qty	Unit	Description	(AG)	(AH)	(AI)
4	1	Hour	Apprentice/Experienced Worker, after hours worked			
			Zone 1	\$120.00	\$157.50	\$116.85
			Zone 2	\$120.00	\$157.50	\$116.85
			Zone 3	\$120.00	\$157.50	\$116.85
			Zone 4	\$120.00	\$157.50	\$116.85
			Zone 5	\$120.00	\$157.50	\$116.85
			Zone 6	\$120.00	\$157.50	\$116.85
Item	Approx Qty	Unit	Description	(AG)	(AH)	(AI)
5	1	Hour	Laborer, regular hours worked			
			Zone 1	No Bid	\$85.00	\$62.70
			Zone 2	No Bid	\$85.00	\$62.70
			Zone 3	No Bid	\$85.00	\$62.70
			Zone 4	No Bid	\$85.00	\$62.70
			Zone 5	No Bid	\$85.00	\$62.70
			Zone 6	No Bid	\$85.00	\$62.70
Item	Approx Qty	Unit	Description	(AG)	(AH)	(AI)
6	1	Hour	Laborer, after hours worked			
			Zone 1	No Bid	\$127.50	\$94.00

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				Zone 2	No Bid	\$127.50	\$94.00
				Zone 3	No Bid	\$127.50	\$94.00
				Zone 4	No Bid	\$127.50	\$94.00
				Zone 5	No Bid	\$127.50	\$94.00
				Zone 6	No Bid	\$127.50	\$94.00
Projects OVER Sixty Thousand (\$60,000.00)							
Item	Approx Qty	Unit	Description		(AG)	(AH)	(AI)
7	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours				
				Zone 1	\$88.00	\$154.00	\$99.75
				Zone 2	\$88.00	\$154.00	\$99.75
				Zone 3	\$88.00	\$154.00	\$99.75
				Zone 4	\$88.00	\$154.00	\$99.75
				Zone 5	\$88.00	\$154.00	\$99.75
				Zone 6	\$88.00	\$154.00	\$99.75
Item	Approx Qty	Unit	Description		(AG)	(AH)	(AI)
8	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours				
				Zone 1	\$132.00	\$231.00	\$149.60
				Zone 2	\$132.00	\$231.00	\$149.60
				Zone 3	\$132.00	\$231.00	\$149.60
				Zone 4	\$132.00	\$231.00	\$149.60
				Zone 5	\$132.00	\$231.00	\$149.60
				Zone 6	\$132.00	\$231.00	\$149.60
Item	Approx Qty	Unit	Description		(AG)	(AH)	(AI)
9	1	Hour	Apprentice/Experienced Worker, regular hours worked				
				Zone 1	\$88.00	\$134.00	\$77.90
				Zone 2	\$88.00	\$134.00	\$77.90
				Zone 3	\$88.00	\$134.00	\$77.90
				Zone 4	\$88.00	\$134.00	\$77.90
				Zone 5	\$88.00	\$134.00	\$77.90
				Zone 6	\$88.00	\$134.00	\$77.90
Item	Approx Qty	Unit	Description		(AG)	(AH)	(AI)
10	1	Hour	Apprentice/Experienced Worker, after hours worked				
				Zone 1	\$132.00	\$201.00	\$116.85
				Zone 2	\$132.00	\$201.00	\$116.85
				Zone 3	\$132.00	\$201.00	\$116.85

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				Zone 4	\$132.00	\$201.00	\$116.85
				Zone 5	\$132.00	\$201.00	\$116.85
				Zone 6	\$132.00	\$201.00	\$116.85
Item	Approx Qty	Unit	Description		(AG)	(AH)	(AI)
11	1	Hour	Laborer, regular hours worked				
				Zone 1	No Bid	\$114.00	\$62.70
				Zone 2	No Bid	\$114.00	\$62.70
				Zone 3	No Bid	\$114.00	\$62.70
				Zone 4	No Bid	\$114.00	\$62.70
				Zone 5	No Bid	\$114.00	\$62.70
				Zone 6	No Bid	\$114.00	\$62.70
Item	Approx Qty	Unit	Description		(AG)	(AH)	(AI)
12	1	Hour	Laborer, after hours worked				
				Zone 1	No Bid	\$171.00	\$94.00
				Zone 2	No Bid	\$171.00	\$94.00
				Zone 3	No Bid	\$171.00	\$94.00
				Zone 4	No Bid	\$171.00	\$94.00
				Zone 5	No Bid	\$171.00	\$94.00
				Zone 6	No Bid	\$171.00	\$94.00
Item	Approx Qty	Unit	Description		(AG)	(AH)	(AI)
13	1	Hour	Diagnosis, project estimates, troubleshooting		\$80.00	\$144.00	\$99.75
Item	Approx Qty	Unit	Description		(AG)	(AH)	(AI)
14	1	%	Discount off all parts and material. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased.		0%	0%	0%
Item	Approx Qty	Unit	Description		(AG)	(AH)	(AI)
15	1	Day	Daily per diem rate for overnight stay as needed including dinner and breakfast per person		\$200.00	\$300.00	\$135.00
Item	Approx Qty	Unit	Description		(AG)	(AH)	(AI)
16	1	Mileage	One Way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel In excess of 50 miles one way, based on mapquest.com.		\$0.90	\$2.25	\$0.625
Projects UNDER Sixty Thousand (\$60,000.00)							
Item	Approx Qty	Unit	Description		(AJ)	(AK)	(AL)
1	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours				

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				Zone 1	\$115.00	\$135.00	\$98.00
				Zone 2	\$115.00	\$135.00	\$98.00
				Zone 3	\$115.00	\$135.00	\$98.00
				Zone 4	\$115.00	\$135.00	\$98.00
				Zone 5	\$115.00	\$135.00	\$98.00
				Zone 6	\$115.00	\$135.00	\$98.00
Item	Approx Qty	Unit	Description		(AJ)	(AK)	(AL)
2	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours				
				Zone 1	\$172.50	\$195.00	\$129.00
				Zone 2	\$172.50	\$195.00	\$129.00
				Zone 3	\$172.50	\$195.00	\$129.00
				Zone 4	\$172.50	\$195.00	\$129.00
				Zone 5	\$172.50	\$195.00	\$129.00
				Zone 6	\$172.50	\$195.00	\$129.00
Item	Approx Qty	Unit	Description		(AJ)	(AK)	(AL)
3	1	Hour	Apprentice/Experienced Worker, regular hours				
				Zone 1	\$70.00	\$100.00	\$75.00
				Zone 2	\$70.00	\$100.00	\$75.00
				Zone 3	\$70.00	\$100.00	\$75.00
				Zone 4	\$70.00	\$100.00	\$75.00
				Zone 5	\$70.00	\$100.00	\$75.00
				Zone 6	\$70.00	\$100.00	\$75.00
Item	Approx Qty	Unit	Description		(AJ)	(AK)	(AL)
4	1	Hour	Apprentice/Experienced Worker, after hours worked				
				Zone 1	\$105.00	\$150.00	\$98.00
				Zone 2	\$105.00	\$150.00	\$98.00
				Zone 3	\$105.00	\$150.00	\$98.00
				Zone 4	\$105.00	\$150.00	\$98.00
				Zone 5	\$105.00	\$150.00	\$98.00
				Zone 6	\$105.00	\$150.00	\$98.00
Item	Approx Qty	Unit	Description		(AJ)	(AK)	(AL)
5	1	Hour	Laborer, regular hours worked				
				Zone 1	\$43.50	\$95.00	\$45.00
				Zone 2	\$43.50	\$95.00	\$45.00
				Zone 3	\$43.50	\$95.00	\$45.00
				Zone 4	\$43.50	\$95.00	\$45.00
				Zone 5	\$43.50	\$95.00	\$45.00
				Zone 6	\$43.50	\$95.00	\$45.00

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Item	Approx Qty	Unit	Description	(AJ)	(AK)	(AL)
6	1	Hour	Laborer, after hours worked			
			Zone 1	\$65.25	\$150.00	\$65.00
			Zone 2	\$65.25	\$150.00	\$65.00
			Zone 3	\$65.25	\$150.00	\$65.00
			Zone 4	\$65.25	\$150.00	\$65.00
			Zone 5	\$65.25	\$150.00	\$65.00
			Zone 6	\$65.25	\$150.00	\$65.00
Projects OVER Sixty Thousand (\$60,000.00)						
Item	Approx Qty	Unit	Description	(AJ)	(AK)	(AL)
7	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours			
			Zone 1	\$115.00	\$175.00	\$98.00
			Zone 2	\$115.00	\$175.00	\$98.00
			Zone 3	\$115.00	\$175.00	\$98.00
			Zone 4	\$115.00	\$175.00	\$98.00
			Zone 5	\$115.00	\$175.00	\$98.00
			Zone 6	\$115.00	\$175.00	\$98.00
Item	Approx Qty	Unit	Description	(AJ)	(AK)	(AL)
8	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours			
			Zone 1	\$172.50	\$225.00	\$129.00
			Zone 2	\$172.50	\$225.00	\$129.00
			Zone 3	\$172.50	\$225.00	\$129.00
			Zone 4	\$172.50	\$225.00	\$129.00
			Zone 5	\$172.50	\$225.00	\$129.00
			Zone 6	\$172.50	\$225.00	\$129.00
Item	Approx Qty	Unit	Description	(AJ)	(AK)	(AL)
9	1	Hour	Apprentice/Experienced Worker, regular hours worked			
			Zone 1	\$70.00	\$125.00	\$75.00
			Zone 2	\$70.00	\$125.00	\$75.00
			Zone 3	\$70.00	\$125.00	\$75.00
			Zone 4	\$70.00	\$125.00	\$75.00
			Zone 5	\$70.00	\$125.00	\$75.00
			Zone 6	\$70.00	\$125.00	\$75.00

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Item	Approx Qty	Unit	Description	(AJ)	(AK)	(AL)
10	1	Hour	Apprentice/Experienced Worker, after hours worked			
			Zone 1	\$105.00	\$150.00	\$98.00
			Zone 2	\$105.00	\$150.00	\$98.00
			Zone 3	\$105.00	\$150.00	\$98.00
			Zone 4	\$105.00	\$150.00	\$98.00
			Zone 5	\$105.00	\$150.00	\$98.00
			Zone 6	\$105.00	\$150.00	\$98.00
Item	Approx Qty	Unit	Description	(AJ)	(AK)	(AL)
11	1	Hour	Laborer, regular hours worked			
			Zone 1	\$43.50	\$100.00	\$45.00
			Zone 2	\$43.50	\$100.00	\$45.00
			Zone 3	\$43.50	\$100.00	\$45.00
			Zone 4	\$43.50	\$100.00	\$45.00
			Zone 5	\$43.50	\$100.00	\$45.00
			Zone 6	\$43.50	\$100.00	\$45.00
Item	Approx Qty	Unit	Description	(AJ)	(AK)	(AL)
12	1	Hour	Laborer, after hours worked			
			Zone 1	\$65.25	\$125.00	\$65.00
			Zone 2	\$65.25	\$125.00	\$65.00
			Zone 3	\$65.25	\$125.00	\$65.00
			Zone 4	\$65.25	\$125.00	\$65.00
			Zone 5	\$65.25	\$125.00	\$65.00
			Zone 6	\$65.25	\$125.00	\$65.00
Item	Approx Qty	Unit	Description	(AJ)	(AK)	(AL)
13	1	Hour	Diagnosis, project estimates, troubleshooting	\$115.00	\$135.00	\$110.00
Item	Approx Qty	Unit	Description	(AJ)	(AK)	(AL)
14	1	%	Discount off all parts and material. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased.	0%	0%	0%
Item	Approx Qty	Unit	Description	(AJ)	(AK)	(AL)
15	1	Day	Daily per diem rate for overnight stay as needed including dinner and breakfast per person	\$140.00	\$275.00	\$150.00

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Item	Approx Qty	Unit	Description	(AJ)	(AK)	(AL)
16	1	Mileage	One Way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel In excess of 50 miles one way, based on mapquest.com.	\$0.90	\$2.25	\$0.55
Projects UNDER Sixty Thousand (\$60,000.00)						
Item	Approx Qty	Unit	Description	(AM)	(AN)	(AO)
1	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours			
			Zone 1	\$110.00	No Bid	\$133.10
			Zone 2	\$110.00	No Bid	\$119.79
			Zone 3	\$110.00	\$98.00	\$105.02
			Zone 4	\$110.00	No Bid	\$119.79
			Zone 5	\$110.00	No Bid	\$126.45
			Zone 6	\$110.00	No Bid	\$119.79
Item	Approx Qty	Unit	Description	(AM)	(AN)	(AO)
2	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours			
			Zone 1	\$165.00	No Bid	\$180.02
			Zone 2	\$165.00	No Bid	\$162.02
			Zone 3	\$165.00	\$98.00	\$139.06
			Zone 4	\$165.00	No Bid	\$162.02
			Zone 5	\$165.00	No Bid	\$171.02
			Zone 6	\$165.00	No Bid	\$162.02
Item	Approx Qty	Unit	Description	(AM)	(AN)	(AO)
3	1	Hour	Apprentice/Experienced Worker, regular hours			
			Zone 1	\$90.00	No Bid	\$97.66
			Zone 2	\$90.00	No Bid	\$87.89
			Zone 3	\$90.00	\$66.00	\$78.13
			Zone 4	\$90.00	No Bid	\$87.89
			Zone 5	\$90.00	No Bid	\$92.78
			Zone 6	\$90.00	No Bid	\$87.89
Item	Approx Qty	Unit	Description	(AM)	(AN)	(AO)
4	1	Hour	Apprentice/Experienced Worker, after hours worked			
			Zone 1	\$135.00	No Bid	\$130.66
			Zone 2	\$135.00	No Bid	\$117.59
			Zone 3	\$135.00	\$68.00	\$104.53
			Zone 4	\$135.00	No Bid	\$117.59
			Zone 5	\$135.00	No Bid	\$124.13

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				Zone 6	\$135.00	No Bid	\$117.59
Item	Approx Qty	Unit	Description		(AM)	(AN)	(AO)
5	1	Hour	Laborer, regular hours worked				
				Zone 1	\$90.00	No Bid	\$70.64
				Zone 2	\$90.00	No Bid	\$63.58
				Zone 3	\$90.00	\$56.00	\$56.51
				Zone 4	\$90.00	No Bid	\$63.58
				Zone 5	\$90.00	No Bid	\$67.11
				Zone 6	\$90.00	No Bid	\$63.58
Item	Approx Qty	Unit	Description		(AM)	(AN)	(AO)
6	1	Hour	Laborer, after hours worked				
				Zone 1	\$135.00	No Bid	\$94.84
				Zone 2	\$135.00	No Bid	\$85.36
				Zone 3	\$135.00	\$56.00	\$75.87
				Zone 4	\$135.00	No Bid	\$85.36
				Zone 5	\$135.00	No Bid	\$90.10
				Zone 6	\$135.00	No Bid	\$85.36
Projects OVER Sixty Thousand (\$60,000.00)							
Item	Approx Qty	Unit	Description		(AM)	(AN)	(AO)
7	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours				
				Zone 1	\$120.00	No Bid	\$133.10
				Zone 2	\$120.00	No Bid	\$119.79
				Zone 3	\$120.00	\$98.00	\$105.02
				Zone 4	\$120.00	No Bid	\$119.79
				Zone 5	\$120.00	No Bid	\$126.45
				Zone 6	\$120.00	No Bid	\$119.79
Item	Approx Qty	Unit	Description		(AM)	(AN)	(AO)
8	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours				
				Zone 1	\$180.00	No Bid	\$180.02
				Zone 2	\$180.00	No Bid	\$162.02
				Zone 3	\$180.00	\$98.00	\$139.06
				Zone 4	\$180.00	No Bid	\$162.02
				Zone 5	\$180.00	No Bid	\$171.02
				Zone 6	\$180.00	No Bid	\$162.02

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Item	Approx Qty	Unit	Description	(AM)	(AN)	(AO)
9	1	Hour	Apprentice/Experienced Worker, regular hours worked			
			Zone 1	\$90.00	No Bid	\$97.66
			Zone 2	\$90.00	No Bid	\$87.89
			Zone 3	\$90.00	\$76.00	\$78.13
			Zone 4	\$90.00	No Bid	\$87.89
			Zone 5	\$90.00	No Bid	\$92.78
			Zone 6	\$90.00	No Bid	\$87.89
Item	Approx Qty	Unit	Description	(AM)	(AN)	(AO)
10	1	Hour	Apprentice/Experienced Worker, after hours worked			
			Zone 1	\$135.00	No Bid	\$130.66
			Zone 2	\$135.00	No Bid	\$117.59
			Zone 3	\$135.00	\$76.00	\$104.53
			Zone 4	\$135.00	No Bid	\$117.59
			Zone 5	\$135.00	No Bid	\$124.13
			Zone 6	\$135.00	No Bid	\$117.59
Item	Approx Qty	Unit	Description	(AM)	(AN)	(AO)
11	1	Hour	Laborer, regular hours worked			
			Zone 1	\$90.00	No Bid	\$70.64
			Zone 2	\$90.00	No Bid	\$63.58
			Zone 3	\$90.00	\$66.00	\$56.51
			Zone 4	\$90.00	No Bid	\$63.58
			Zone 5	\$90.00	No Bid	\$67.11
			Zone 6	\$90.00	No Bid	\$63.58
Item	Approx Qty	Unit	Description	(AM)	(AN)	(AO)
12	1	Hour	Laborer, after hours worked			
			Zone 1	\$135.00	No Bid	\$94.84
			Zone 2	\$135.00	No Bid	\$85.36
			Zone 3	\$135.00	\$66.00	\$75.87
			Zone 4	\$135.00	No Bid	\$85.36
			Zone 5	\$135.00	No Bid	\$90.10
			Zone 6	\$135.00	No Bid	\$85.36
Item	Approx Qty	Unit	Description	(AM)	(AN)	(AO)
13	1	Hour	Diagnosis, project estimates, troubleshooting	\$110.00	No Bid	\$105.20
Item	Approx Qty	Unit	Description	(AM)	(AN)	(AO)

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14	1	%	Discount off all parts and material. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased.	0%	0%	0%
Item	Approx Qty	Unit	Description	(AM)	(AN)	(AO)
15	1	Day	Daily per diem rate for overnight stay as needed including dinner and breakfast per person	Zones 1, 2, 3, 4, 6: \$210.00; Zone 5: \$276.00	\$160.00	\$150.00
Item	Approx Qty	Unit	Description	(AM)	(AN)	(AO)
16	1	Mileage	One Way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel In excess of 50 miles one way, based on mapquest.com.	\$1.30	\$0.95	\$2.00
Projects UNDER Sixty Thousand (\$60,000.00)						
Item	Approx Qty	Unit	Description	(AP)	(AQ)	(AR)
1	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours			
			Zone 1	\$65.00	\$138.00	No Bid
			Zone 2	\$65.00	\$138.00	\$120.00
			Zone 3	\$65.00	\$124.00	No Bid
			Zone 4	\$65.00	\$145.00	No Bid
			Zone 5	\$65.00	\$155.00	No Bid
			Zone 6	\$65.00	\$155.00	No Bid
Item	Approx Qty	Unit	Description	(AP)	(AQ)	(AR)
2	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours			
			Zone 1	\$100.00	\$207.00	No Bid
			Zone 2	\$100.00	\$207.00	\$180.00
			Zone 3	\$100.00	\$186.00	No Bid
			Zone 4	\$100.00	\$217.50	No Bid
			Zone 5	\$100.00	\$232.50	No Bid
			Zone 6	\$100.00	\$232.50	No Bid
Item	Approx Qty	Unit	Description	(AP)	(AQ)	(AR)
3	1	Hour	Apprentice/Experienced Worker, regular hours			
			Zone 1	\$45.00	\$85.00	No Bid
			Zone 2	\$45.00	\$85.00	No Bid
			Zone 3	\$45.00	\$75.00	No Bid
			Zone 4	\$45.00	\$87.00	No Bid
			Zone 5	\$45.00	\$95.00	No Bid

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				Zone 6	\$45.00	\$95.00	No Bid
Item	Approx Qty	Unit	Description		(AP)	(AQ)	(AR)
4	1	Hour	Apprentice/Experienced Worker, after hours worked				
				Zone 1	\$65.00	\$127.50	No Bid
				Zone 2	\$65.00	\$127.50	No Bid
				Zone 3	\$65.00	\$112.50	No Bid
				Zone 4	\$65.00	\$130.50	No Bid
				Zone 5	\$65.00	\$142.50	No Bid
				Zone 6	\$65.00	\$142.50	No Bid
Item	Approx Qty	Unit	Description		(AP)	(AQ)	(AR)
5	1	Hour	Laborer, regular hours worked				
				Zone 1	\$35.00	\$121.00	No Bid
				Zone 2	\$35.00	\$121.00	\$95.00
				Zone 3	\$35.00	\$110.00	No Bid
				Zone 4	\$35.00	\$128.00	No Bid
				Zone 5	\$35.00	\$138.00	No Bid
				Zone 6	\$35.00	\$138.00	No Bid
Item	Approx Qty	Unit	Description		(AP)	(AQ)	(AR)
6	1	Hour	Laborer, after hours worked				
				Zone 1	\$50.00	\$181.50	No Bid
				Zone 2	\$50.00	\$181.50	\$142.50
				Zone 3	\$50.00	\$165.00	No Bid
				Zone 4	\$50.00	\$192.00	No Bid
				Zone 5	\$50.00	\$207.00	No Bid
				Zone 6	\$50.00	\$207.00	No Bid
Projects OVER Sixty Thousand (\$60,000.00)							
Item	Approx Qty	Unit	Description		(AP)	(AQ)	(AR)
7	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours				
				Zone 1	\$85.00	\$150.00	No Bid
				Zone 2	\$85.00	\$150.00	\$120.00
				Zone 3	\$85.00	\$138.00	No Bid
				Zone 4	\$85.00	\$160.00	No Bid
				Zone 5	\$85.00	\$175.00	No Bid
				Zone 6	\$85.00	\$175.00	No Bid
Item	Approx Qty	Unit	Description		(AP)	(AQ)	(AR)
8	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours				
				Zone 1	\$125.00	\$225.00	No Bid

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				Zone 2	\$125.00	\$225.00	\$180.00
				Zone 3	\$125.00	\$207.00	No Bid
				Zone 4	\$125.00	\$240.00	No Bid
				Zone 5	\$125.00	\$262.50	No Bid
				Zone 6	\$125.00	\$262.50	No Bid
Item	Approx Qty	Unit	Description		(AP)	(AQ)	(AR)
9	1	Hour	Apprentice/Experienced Worker, regular hours worked				
				Zone 1	\$65.00	\$95.00	No Bid
				Zone 2	\$65.00	\$95.00	No Bid
				Zone 3	\$65.00	\$84.00	No Bid
				Zone 4	\$65.00	\$98.00	No Bid
				Zone 5	\$65.00	\$105.00	No Bid
				Zone 6	\$65.00	\$105.00	No Bid
Item	Approx Qty	Unit	Description		(AP)	(AQ)	(AR)
10	1	Hour	Apprentice/Experienced Worker, after hours worked				
				Zone 1	\$95.00	\$142.50	No Bid
				Zone 2	\$95.00	\$142.50	No Bid
				Zone 3	\$95.00	\$126.00	No Bid
				Zone 4	\$95.00	\$147.00	No Bid
				Zone 5	\$95.00	\$157.50	No Bid
				Zone 6	\$95.00	\$157.50	No Bid
Item	Approx Qty	Unit	Description		(AP)	(AQ)	(AR)
11	1	Hour	Laborer, regular hours worked				
				Zone 1	\$55.00	\$138.00	No Bid
				Zone 2	\$55.00	\$138.00	\$95.00
				Zone 3	\$55.00	\$124.00	No Bid
				Zone 4	\$55.00	\$145.00	No Bid
				Zone 5	\$55.00	\$155.00	No Bid
				Zone 6	\$55.00	\$155.00	No Bid
Item	Approx Qty	Unit	Description		(AP)	(AQ)	(AR)
12	1	Hour	Laborer, after hours worked				
				Zone 1	\$75.00	\$207.00	No Bid
				Zone 2	\$75.00	\$207.00	\$142.50
				Zone 3	\$75.00	\$186.00	No Bid
				Zone 4	\$75.00	\$217.50	No Bid
				Zone 5	\$75.00	\$232.50	No Bid
				Zone 6	\$75.00	\$232.50	No Bid

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Item	Approx Qty	Unit	Description	(AP)	(AQ)	(AR)	
13	1	Hour	Diagnosis, project estimates, troubleshooting	\$95.00	\$124.00	\$120.00	
Item	Approx Qty	Unit	Description	(AP)	(AQ)	(AR)	
14	1	%	Discount off all parts and material. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased.	35%	3%	10%	
Item	Approx Qty	Unit	Description	(AP)	(AQ)	(AR)	
15	1	Day	Daily per diem rate for overnight stay as needed including dinner and breakfast per person	\$50.00	\$50.00	\$210.00	
Item	Approx Qty	Unit	Description	(AP)	(AQ)	(AR)	
16	1	Mileage	One Way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel In excess of 50 miles one way, based on mapquest.com.	\$0.00	.80/mile	\$1.25	
Projects UNDER Sixty Thousand (\$60,000.00)							
Item	Approx Qty	Unit	Description	(AS)	(AT)	(AU)	
1	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours				
				Zone 1	\$120.00	\$121.00	\$102.00
				Zone 2	\$120.00	\$121.00	\$105.00
				Zone 3	\$120.00	\$121.00	\$99.00
				Zone 4	\$120.00	\$121.00	\$105.00
				Zone 5	\$120.00	\$121.00	\$110.00
				Zone 6	\$120.00	\$121.00	\$105.00
Item	Approx Qty	Unit	Description				
2	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours	(AS)	(AT)	(AU)	
				Zone 1	\$180.00	\$181.50	\$153.00
				Zone 2	\$180.00	\$181.50	\$158.00
				Zone 3	\$180.00	\$181.50	\$148.00
				Zone 4	\$180.00	\$181.50	\$158.00
				Zone 5	\$180.00	\$181.50	\$165.00
				Zone 6	\$180.00	\$181.50	\$158.00
Item	Approx Qty	Unit	Description	(AS)	(AT)	(AU)	
3	1	Hour	Apprentice/Experienced Worker, regular hours				
				Zone 1	\$79.00	\$86.00	\$72.00
				Zone 2	\$79.00	\$86.00	\$75.00

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			Zone 3	\$79.00	\$86.00	\$72.00
			Zone 4	\$79.00	\$86.00	\$75.00
			Zone 5	\$79.00	\$86.00	\$78.00
			Zone 6	\$79.00	\$86.00	\$73.00
Item	Approx Qty	Unit	Description	(AS)	(AT)	(AU)
4	1	Hour	Apprentice/Experienced Worker, after hours worked			
			Zone 1	\$118.50	\$129.00	\$108.00
			Zone 2	\$118.50	\$129.00	\$112.50
			Zone 3	\$118.50	\$129.00	\$108.00
			Zone 4	\$118.50	\$129.00	\$112.50
			Zone 5	\$118.50	\$129.00	\$117.00
			Zone 6	\$118.50	\$129.00	No Bid
Item	Approx Qty	Unit	Description	(AS)	(AT)	(AU)
5	1	Hour	Laborer, regular hours worked			
			Zone 1	\$35.00	\$86.00	\$72.00
			Zone 2	\$35.00	\$86.00	\$75.00
			Zone 3	\$35.00	\$86.00	\$72.00
			Zone 4	\$35.00	\$86.00	\$75.00
			Zone 5	\$35.00	\$86.00	\$78.00
			Zone 6	\$35.00	\$86.00	\$73.00
Item	Approx Qty	Unit	Description	(AS)	(AT)	(AU)
6	1	Hour	Laborer, after hours worked			
			Zone 1	\$52.50	\$129.00	\$108.00
			Zone 2	\$52.50	\$129.00	\$112.50
			Zone 3	\$52.50	\$129.00	\$108.00
			Zone 4	\$52.50	\$129.00	\$112.50
			Zone 5	\$52.50	\$129.00	\$117.00
			Zone 6	\$52.50	\$129.00	\$109.50
Projects OVER Sixty Thousand (\$60,000.00)						
Item	Approx Qty	Unit	Description	(AS)	(AT)	(AU)
7	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours			
			Zone 1	\$120.00	\$150.00	\$105.00
			Zone 2	\$120.00	\$150.00	\$108.00
			Zone 3	\$120.00	\$150.00	\$100.00
			Zone 4	\$120.00	\$150.00	\$108.00
			Zone 5	\$120.00	\$150.00	\$112.00

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				Zone 6	\$120.00	\$150.00	\$108.00
Item	Approx Qty	Unit	Description		(AS)	(AT)	(AU)
8	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours				
				Zone 1	\$180.00	\$225.00	\$157.50
				Zone 2	\$180.00	\$225.00	\$162.00
				Zone 3	\$180.00	\$225.00	\$150.00
				Zone 4	\$180.00	\$225.00	\$162.00
				Zone 5	\$180.00	\$225.00	\$168.00
				Zone 6	\$180.00	\$225.00	\$162.00

Item	Approx Qty	Unit	Description	(AS)	(AT)	(AU)	
9	1	Hour	Apprentice/Experienced Worker, regular hours worked				
				Zone 1	\$79.00	\$86.00	\$72.00
				Zone 2	\$79.00	\$86.00	\$75.00
				Zone 3	\$79.00	\$86.00	\$72.00
				Zone 4	\$79.00	\$86.00	\$75.00
				Zone 5	\$79.00	\$86.00	\$78.00
				Zone 6	\$79.00	\$86.00	\$73.00

Item	Approx Qty	Unit	Description	(AS)	(AT)	(AU)	
10	1	Hour	Apprentice/Experienced Worker, after hours worked				
				Zone 1	\$118.50	\$129.00	\$108.00
				Zone 2	\$118.50	\$129.00	\$112.50
				Zone 3	\$118.50	\$129.00	\$108.00
				Zone 4	\$118.50	\$129.00	\$112.50
				Zone 5	\$118.50	\$129.00	\$117.00
				Zone 6	\$118.50	\$129.00	\$109.50

Item	Approx Qty	Unit	Description	(AS)	(AT)	(AU)	
11	1	Hour	Laborer, regular hours worked				
				Zone 1	\$35.00	\$86.00	\$72.00
				Zone 2	\$35.00	\$86.00	\$75.00
				Zone 3	\$35.00	\$86.00	\$72.00
				Zone 4	\$35.00	\$86.00	\$75.00
				Zone 5	\$35.00	\$86.00	\$78.00
				Zone 6	\$35.00	\$86.00	\$73.00

Item	Approx Qty	Unit	Description	(AS)	(AT)	(AU)
12	1	Hour	Laborer, after hours worked			
Zone 1				\$52.50	\$129.00	\$108.00

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			Zone 2	\$52.50	\$129.00	\$112.50
			Zone 3	\$52.50	\$129.00	\$108.00
			Zone 4	\$52.50	\$129.00	\$112.50
			Zone 5	\$52.50	\$129.00	\$117.00
			Zone 6	\$52.50	\$129.00	\$109.50
Item	Approx Qty	Unit	Description	(AS)	(AT)	(AU)
13	\$1.00	Hour	Diagnosis, project estimates, troubleshooting	\$120.00	\$94.00	\$120.00
Item	Approx Qty	Unit	Description	(AS)	(AT)	(AU)
14	1	%	Discount off all parts and material. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased.	5%	10%	0%
Item	Approx Qty	Unit	Description	(AS)	(AT)	(AU)
15	\$1.00	Day	Daily per diem rate for overnight stay as needed including dinner and breakfast per person	\$120.00	\$195.00	\$50.00
Item	Approx Qty	Unit	Description	(AS)	(AT)	(AU)
16	\$1.00	Mileage	One Way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel In excess of 50 miles one way, based on mapquest.com.	\$0.70	\$1.49	\$0.00

Projects UNDER Sixty Thousand (\$60,000.00)

Item	Approx Qty	Unit	Description	(AV)	(AW)	(AX)
1	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours			
			Zone 1	\$170.39	\$90.00	\$70.00
			Zone 2	\$170.39	\$75.00	\$70.00
			Zone 3	\$170.39	\$85.00	\$70.00
			Zone 4	\$170.39	\$85.00	\$70.00
			Zone 5	\$170.39	\$75.00	\$70.00
			Zone 6	\$170.39	\$70.00	\$70.00
Item	Approx Qty	Unit	Description	(AV)	(AW)	(AX)
2	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours			
			Zone 1	\$255.58	\$122.85	\$95.00
			Zone 2	\$255.58	\$101.25	\$95.00
			Zone 3	\$255.58	\$114.75	\$95.00
			Zone 4	\$255.58	\$114.75	\$95.00
			Zone 5	\$255.58	\$101.25	\$95.00
			Zone 6	\$255.58	\$94.50	\$95.00

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Item	Approx Qty	Unit	Description	(AV)	(AW)	(AX)
3	1	Hour	Apprentice/Experienced Worker, regular hours			
			Zone 1	\$147.96	\$84.50	\$60.00
			Zone 2	\$147.96	\$70.00	\$60.00
			Zone 3	\$147.96	\$80.00	\$60.00
			Zone 4	\$147.96	\$80.00	\$60.00
			Zone 5	\$147.96	\$70.00	\$60.00
			Zone 6	\$147.96	\$65.00	\$60.00
Item	Approx Qty	Unit	Description	(AV)	(AW)	(AX)
4	1	Hour	Apprentice/Experienced Worker, after hours worked			
			Zone 1	\$221.94	\$109.85	\$85.00
			Zone 2	\$221.94	\$91.00	\$85.00
			Zone 3	\$221.94	\$104.00	\$85.00
			Zone 4	\$221.94	\$104.00	\$85.00
			Zone 5	\$221.94	\$91.00	\$85.00
			Zone 6	\$221.94	\$84.50	\$85.00
Item	Approx Qty	Unit	Description	(AV)	(AW)	(AX)
5	1	Hour	Laborer, regular hours worked			
			Zone 1	\$69.19	\$71.50	\$60.00
			Zone 2	\$69.19	\$60.00	\$60.00
			Zone 3	\$69.19	\$55.00	\$60.00
			Zone 4	\$69.19	\$55.00	\$60.00
			Zone 5	\$69.19	\$60.00	\$60.00
			Zone 6	\$69.19	\$55.00	\$60.00
Item	Approx Qty	Unit	Description	(AV)	(AW)	(AX)
6	1	Hour	Laborer, after hours worked			
			Zone 1	\$103.74	\$92.95	\$85.00
			Zone 2	\$103.74	\$78.00	\$85.00
			Zone 3	\$103.74	\$71.50	\$85.00
			Zone 4	\$103.74	\$71.50	\$85.00
			Zone 5	\$103.74	\$78.00	\$85.00
			Zone 6	\$103.74	\$71.50	\$85.00
Projects OVER Sixty Thousand (\$60,000.00)						
Item	Approx Qty	Unit	Description	(AV)	(AW)	(AX)
7	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours			
			Zone 1	\$170.39	\$118.30	\$70.00
			Zone 2	\$170.39	\$97.50	\$70.00

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				Zone 3	\$170.39	\$110.50	\$70.00
				Zone 4	\$170.39	\$110.50	\$70.00
				Zone 5	\$170.39	\$97.50	\$70.00
				Zone 6	\$170.39	\$91.00	\$70.00
Item	Approx Qty	Unit	Description		(AV)	(AW)	(AX)
8	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours				
				Zone 1	\$255.58	\$159.71	\$95.00
				Zone 2	\$255.58	\$131.63	\$95.00
				Zone 3	\$255.58	\$149.18	\$95.00
				Zone 4	\$255.58	\$149.18	\$95.00
				Zone 5	\$255.58	\$131.63	\$95.00
				Zone 6	\$255.58	\$122.85	\$95.00
Item	Approx Qty	Unit	Description		(AV)	(AW)	(AX)
9	1	Hour	Apprentice/Experienced Worker, regular hours worked				
				Zone 1	\$147.96	\$109.85	\$60.00
				Zone 2	\$147.96	\$91.00	\$60.00
				Zone 3	\$147.96	\$104.00	\$60.00
				Zone 4	\$147.96	\$104.00	\$60.00
				Zone 5	\$147.96	\$91.00	\$60.00
				Zone 6	\$147.96	\$84.50	\$60.00
Item	Approx Qty	Unit	Description		(AV)	(AW)	(AX)
10	1	Hour	Apprentice/Experienced Worker, after hours worked				
				Zone 1	\$221.94	\$142.81	\$85.00
				Zone 2	\$221.94	\$118.30	\$85.00
				Zone 3	\$221.94	\$135.20	\$85.00
				Zone 4	\$221.94	\$135.20	\$85.00
				Zone 5	\$221.94	\$118.30	\$85.00
				Zone 6	\$221.94	\$109.85	\$85.00
Item	Approx Qty	Unit	Description		(AV)	(AW)	(AX)
11	1	Hour	Laborer, regular hours worked				
				Zone 1	\$69.16	\$92.95	\$60.00
				Zone 2	\$69.16	\$78.00	\$60.00
				Zone 3	\$69.16	\$71.50	\$60.00
				Zone 4	\$69.16	\$71.50	\$60.00
				Zone 5	\$69.16	\$78.00	\$60.00
				Zone 6	\$69.16	\$71.50	\$60.00

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Item	Approx Qty	Unit	Description	(AV)	(AW)	(AX)
12	1	Hour	Laborer, after hours worked			
			Zone 1	\$103.74	\$120.84	\$85.00
			Zone 2	\$103.74	\$101.40	\$85.00
			Zone 3	\$103.74	\$92.95	\$85.00
			Zone 4	\$103.74	\$92.95	\$85.00
			Zone 5	\$103.74	\$101.40	\$85.00
			Zone 6	\$103.74	\$92.95	\$85.00
Item	Approx Qty	Unit	Description	(AV)	(AW)	(AX)
13	\$1.00	Hour	Diagnosis, project estimates, troubleshooting	\$170.39	\$135.00	\$70.00
Item	Approx Qty	Unit	Description	(AV)	(AW)	(AX)
14	1	%	Discount off all parts and material. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased.	0%	0%	15%
Item	Approx Qty	Unit	Description	(AV)	(AW)	(AX)
15	\$1.00	Day	Daily per diem rate for overnight stay as needed including dinner and breakfast per person	\$160.00	\$175.00	\$165.00
Item	Approx Qty	Unit	Description	(AV)	(AW)	(AX)
16	\$1.00	Mileage	One Way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel In excess of 50 miles one way, based on mapquest.com.	\$0.50	\$1.75	\$1.25

Projects UNDER Sixty Thousand (\$60,000.00)					
Item	Approx Qty	Unit	Description	(AY)	(AZ)
1	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours		
			Zone 1	\$79.80	\$110.00
			Zone 2	\$79.80	\$110.00
			Zone 3	\$79.80	\$110.00
			Zone 4	\$79.80	\$110.00
			Zone 5	\$79.80	\$110.00
			Zone 6	\$79.80	\$110.00

Item	Approx Qty	Unit	Description	(AY)	(AZ)
2	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours		

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				Zone 1	\$111.72	\$165.00
				Zone 2	\$111.72	\$165.00
				Zone 3	\$111.72	\$165.00
				Zone 4	\$111.72	\$165.00
				Zone 5	\$111.72	\$165.00
				Zone 6	\$111.72	\$165.00
Item	Approx Qty	Unit	Description		(AY)	(AZ)
3	1	Hour	Apprentice/Experienced Worker, regular hours			
				Zone 1	\$59.85	\$92.00
				Zone 2	\$59.85	\$92.00
				Zone 3	\$59.85	\$92.00
				Zone 4	\$59.85	\$92.00
				Zone 5	\$59.85	\$92.00
				Zone 6	\$59.85	\$92.00
Item	Approx Qty	Unit	Description		(AY)	(AZ)
4	1	Hour	Aprentice/Experienced Worker, after hours worked			
				Zone 1	\$89.78	\$138.00
				Zone 2	\$89.78	\$138.00
				Zone 3	\$89.78	\$138.00
				Zone 4	\$89.78	\$138.00
				Zone 5	\$89.78	\$138.00
				Zone 6	\$89.78	\$138.00
Item	Approx Qty	Unit	Description		(AY)	(AZ)
5	1	Hour	Laborer, regular hours worked			
				Zone 1	\$49.88	\$92.00
				Zone 2	\$49.88	\$92.00
				Zone 3	\$49.88	\$92.00
				Zone 4	\$49.88	\$92.00
				Zone 5	\$49.88	\$92.00
				Zone 6	\$49.88	\$92.00
Item	Approx Qty	Unit	Description		(AY)	(AZ)
6	1	Hour	Laborer, after hours worked			
				Zone 1	\$74.81	\$138.00
				Zone 2	\$74.81	\$138.00
				Zone 3	\$74.81	\$138.00
				Zone 4	\$74.81	\$138.00
				Zone 5	\$74.81	\$138.00

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				Zone 6	\$74.81	\$138.00
Projects OVER Sixty Thousand (\$60,000.00)						
Item	Approx Qty	Unit	Description		(AY)	(AZ)
7	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, regular hours			
				Zone 1	\$96.96	\$110.00
				Zone 2	\$96.66	\$110.00
				Zone 3	\$96.66	\$110.00
				Zone 4	\$96.66	\$110.00
				Zone 5	\$96.66	\$110.00
				Zone 6	\$96.66	\$110.00
Item	Approx Qty	Unit	Description		(AY)	(AZ)
8	1	Hour	Journeyman/Foreman/Experienced Technician-Worker, after hours			
				Zone 1	\$145.45	\$165.00
				Zone 2	\$145.45	\$165.00
				Zone 3	\$145.45	\$165.00
				Zone 4	\$145.45	\$165.00
				Zone 5	\$145.45	\$165.00
				Zone 6	\$145.45	\$165.00
Item	Approx Qty	Unit	Description		(AY)	(AZ)
9	1	Hour	Apprentice/Experienced Worker, regular hours worked			
				Zone 1	\$59.85	\$92.00
				Zone 2	\$59.85	\$92.00
				Zone 3	\$59.85	\$92.00
				Zone 4	\$59.85	\$92.00
				Zone 5	\$59.85	\$92.00
				Zone 6	\$59.85	\$92.00
Item	Approx Qty	Unit	Description		(AY)	(AZ)
10	1	Hour	Apprentice/Experienced Worker, after hours worked			
				Zone 1	\$89.78	\$138.00
				Zone 2	\$89.78	\$138.00
				Zone 3	\$89.78	\$138.00
				Zone 4	\$89.78	\$138.00
				Zone 5	\$89.78	\$138.00
				Zone 6	\$89.78	\$138.00
Item	Approx Qty	Unit	Description		(AY)	(AZ)

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11	1	Hour	Laborer, regular hours worked		
				Zone 1	\$53.59 \$92.00
				Zone 2	\$53.59 \$92.00
				Zone 3	\$53.59 \$92.00
				Zone 4	\$53.59 \$92.00
				Zone 5	\$53.59 \$92.00
				Zone 6	\$53.59 \$92.00
Item	Approx Qty	Unit	Description	(AY)	(AZ)
12	1	Hour	Laborer, after hours worked		
				Zone 1	\$80.38 \$138.00
				Zone 2	\$80.38 \$138.00
				Zone 3	\$80.38 \$138.00
				Zone 4	\$80.38 \$138.00
				Zone 5	\$80.38 \$138.00
				Zone 6	\$80.38 \$138.00
Item	Approx Qty	Unit	Description	(AY)	(AZ)
13	1	Hour	Diagnosis, project estimates, troubleshooting	\$79.80	\$110.00
Item	Approx Qty	Unit	Description	(AY)	(AZ)
14	1	%	Discount off all parts and material. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased.	5%	10%
Item	Approx Qty	Unit	Description	(AY)	(AZ)
15	1	Day	Daily per diem rate for overnight stay as needed including dinner and breakfast per person	\$225.00	\$150.00
Item	Approx Qty	Unit	Description	(AY)	(AZ)
16	1	Mileage	One Way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel In excess of 50 miles one way, based on mapquest.com.	\$0.90	\$2.00

*** 16 Items Total ***



TLCPLUM-01

CMONTOYA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2026

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : The Phoenix Insurance Company INSURER B : Travelers Property Casualty Company of America INSURER C : Associated Builders & Contractors of NM Merit Shop Workers Com INSURER D : INSURER E : INSURER F :
INSURED TLC Services, LLC 5000 Edith Blvd NE Albuquerque, NM 87107	NAIC # 25623 25674

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	DT-CO-7W41389A-PHX-26	7/1/2026	7/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	810-6W400914-TIL-26-26	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-6W550351-26-26	7/1/2026	7/1/2027	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	EWC008469	12/31/2025	12/31/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Commercial Property			QT-630-6W945490-TIL-26	7/1/2026	7/1/2027	Builders Risk \$ 6,000,000

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

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



Services Offered to the City of Santa Fe (FY26)

Approved:

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

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

Permissive:

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

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

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

From: [DUTTON-LEYDA, TRAVIS K.](#)
To: [KAHAHANE, ELIZABETH L.](#)
Cc: [WILSON, MARLISA B.](#); [Purchasing DET](#)
Subject: Re: Determination Request 2.0 – Replace/Upgrade the Existing Energy Management System
Date: Tuesday, April 21, 2026 9:34:15 PM
Attachments: [image001.png](#)
[Image.png](#)

Hi Lisa, this is construction.

Thank you.

Regards,

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

 [Book time to meet with me](#)

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

Vendor Registration Sites and Current Procurement Opportunities:

[Current for Finances Only] <https://santafenm.munisselfservice.com/vss/>

[OpenGov is Live] <https://procurement.opengov.com/portal/santafenm>

[Current] <https://www.withpavilion.com/>

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

Chart, text



“A journey of a thousand miles begins with a single step” ~ Lao Tzu



From: KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>
Sent: Tuesday, April 21, 2026 12:15:40 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: WILSON, MARLISA B. <mbwilson@santafenm.gov>
Subject: RE: Determination Request 2.0 – Replace/Upgrade the Existing Energy Management System

And a status for this one as well...
Mahalo!

Best,

Elizabeth “Lisa” Kahahane, CPO

Contracts Administrator | Facilities Division | Public Works Dept.

Email: elkahahane@santafenm.gov

M: (505) 795-2439

O: (505) 955-5934

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From: KAHAHANE, ELIZABETH L.

Sent: Friday, April 17, 2026 12:37 PM

To: Purchasing DET <purchasing_det@santafenm.gov>

Cc: WILSON, MARLISA B. <mbwilson@santafenm.gov>

Subject: Determination Request 2.0 – Replace/Upgrade the Existing Energy Management System

Aloha!

Facilities Division is requesting a SOW determination for the following:

- Replace/Upgrade the existing Energy Management System to tie in 4 rooftop units (2 already installed and existing RTUs that are NOT currently tied to the system; and install 2 new RTUs) and Reznor heating units.
- Electrical contractor shall install conduit pathways, BAS communication wiring, tubing, and device terminations.
- Controls vendor will provide design, startup, programming, commissioning, graphics, and training only.
- Work shall comply with NEC and local codes.

Please let me know if additional information is required.
Thank you!

Best,

Elizabeth “Lisa” Kahahane, CPO

Contracts Administrator | Facilities Division | Public Works Dept.

Email: elkahahane@santafenm.gov

M: (505) 795-2439

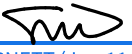
O: (505) 955-5934



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Date: June 11, 2025

To: Governing Body

From: Sam Burnett, Facilities Management Division Director  [JOHN BURNETT \(Jun 11, 2025 19:38 MDT\)](#)

Via: Regina Wheeler, Public Works Department Director  [Regina Wheeler \(Jun 12, 2025 10:26 MDT\)](#)

Subject: BAR for Roof Replacement and HVAC Design for the City-Owned Facility Leased to La Familia Medical Center

Vendor Name: National Roofing Company, Inc.

Vendor Number: 8113

ACTION:

Request for Approval of a Budget Amendment Resolution (BAR) to Transfer \$1,400,000 from General Fund Balance into Public Works Facilities WIP Construction and WIP Design for Replacement of the Roof and Engineering of the HVAC System at the City-Owned Facility Leased to La Familia Medical Center. (Sam Burnett, Facilities Management Division Director, jsburnett@santafenm.gov).

CONTRACT NUMBER:

The FY25 Munis Contract Number is 3204494.

BACKGROUND AND SUMMARY:

La Familia Medical Center (LFMC) has leased the City-owned facility at 1035 Alto Street, Santa Fe, since October 15, 1995, for \$1 per year. The lease requires that the tenant perform regular maintenance and City perform major system repairs.

Roof assessments of the facility concluded that a full roof replacement is necessary to address leaks. Facilities also evaluated the HVAC system and found that engineering and replacement of the HVAC system is required to reliably meet heating and cooling needs.

This BAR in the amount of \$1,400,000 will fund a \$1,150,000 full roof replacement and a \$250,000 HVAC system engineering redesign.

La Familia Medical Center provides comprehensive medical, dental, and behavioral health services to the public regardless of income, insurance status, or legal standing. LFMC operates four state-of-the-art clinics throughout the city, including the flagship location at the City-owned facility on Alto Street. These improvements are essential to support the continued delivery of vital healthcare services at LFMC's Alto Street clinic and to protect the City's asset.

ATTACHMENTS:

Budget Amendment Resolution (BAR)

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Facilities/320

Munis Org Name/Number: Facilities CIP/3209980

Munis Object Name/Number: WIP Construction/572970 & WIP Design/572960

Budget Officer/Designee:  Date: 06/12/2025
ALEXIS LOTERO (Jun 12, 2025 14:41 MDT)

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method is an existing on-call Construction Contract with National Roofing Company Item No. 24-0345 (Munis No. 320449) which expires on June 30, 2029.

Chief Procurement Officer (CPO)/Designee:  Date: 06/13/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ Date: _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ Date: _____

Comment/Exceptions: _____

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

Approval:  Date: _____

Comment/Exceptions: JOHN BURNETT (Jun 11, 2025 19:38 MDT)

Capital Asset or Project? ☒ Yes | ☐ No

Project Ledger Number PWD2532061-Design & PWD2532061-Construct

Approval:  Date: 06/12/2025

Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Log # {Finance use <u>only</u> }:	
Journal # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME				DATE	
PW/Facilities				6/10/2025	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}
WIP Design	3209980	572960	PWD2532061-Design	250,000	
WIP Construction	3209980	572970	PWD2532061-Construct	1,150,000	
Capital Transfer to CIP Facilities Fund	1000431	760320		1,400,000	
REVENUES				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}
Capital Transfer from General Fund	3209980	660100		(1,400,000)	
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				\$ 1,400,000	\$ -

Increase in budget to fund design and construction costs to repair the roof collapse at La Familia.	{Complete section below if BAR results in a net change to ANY Fund}	
	Fund(s) Affected	Fund Balance Increase/(Decrease)
	100	(1,400,000)
TOTAL:		(1,400,000)

Chris Parker Prepared By {print name}	6/10/2025 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i> CITY COUNCIL APPROVAL City Council Approval Date: Agenda Item #:	 <u>ALEXIS LOTERO</u> (Jun 12, 2025 14:41 MDT) Budget Officer Finance Director {≤ \$5,000} City Manager {≤ \$60,000}
 <u>JOHN BURNET</u> (Jun 11, 2025 19:38 MDT) Division Director Signature {optional} <u>Regina Wheeler</u> (Jun 12, 2025 10:26 MDT) Department Director Signature	Date		Date

BAR Packet_La Familia BAR_06 04 25 SB DC ELK3 RW CG

Final Audit Report

2025-06-12

Created:	2025-06-11
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYcsMn-Nj0WLMeFvXyRU4fcTRSITVghwS

"BAR Packet_La Familia BAR_06 04 25 SB DC ELK3 RW CG" History

-  Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-06-11 - 11:21:42 PM GMT- IP address: 63.232.20.2
-  Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-06-11 - 11:24:07 PM GMT
-  Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2025-06-12 - 1:37:30 AM GMT- IP address: 73.228.3.65
-  Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2025-06-12 - 1:38:32 AM GMT - Time Source: server- IP address: 73.228.3.65
-  Document emailed to rawheeler@santafenm.gov for signature
2025-06-12 - 1:38:33 AM GMT
-  Email viewed by rawheeler@santafenm.gov
2025-06-12 - 4:25:58 PM GMT- IP address: 76.18.67.54
-  Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2025-06-12 - 4:26:33 PM GMT- IP address: 76.18.67.54
-  Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2025-06-12 - 4:26:35 PM GMT - Time Source: server- IP address: 76.18.67.54
-  Agreement completed.
2025-06-12 - 4:26:35 PM GMT

April 30, 2025

TO: City of Santa Fe
Attn: Marlisa Wilson
Project Manager
737 Agua Fria St.
Santa Fe, NM 87501

From: National Roofing Co.
6821 Academy Parkway West NE
Albuquerque, NM 87109

RE: Re-Roof Facility
GSA #30-00000-23-00051
La Familia Medical Center
1035 Alto St.
Santa Fe, NM 87501



Ms. Wilson:

In accordance with your request, National Roofing Co. (NRC) inspected the roof at the above referenced location to provide a replacement estimate. Accordingly, we propose the following.

EXISTING ROOF ASSEMBLY - FINDINGS

We inspected this commercial facility and noted these issues.

- Existing Roof System is a Thermoplastic Membrane adhered to a Wood Fiber Cover Board over 4" Polyisocyanurate Insulation that is mechanically attached to a Structural Metal Deck. Drainage Slope appears to be in the metal deck structure.
- Roof is minimally populated with new or near new Roof Top Equipment.



- Base-to-wall Flashings currently terminate under a Metal Counter flashing that has been surface mounted to the inner parapet walls.
- Roof Drainage is to internal, standard Primary with separate, adjacent overflow drain assemblies.
- Stucco coating is cracking and deteriorating to the point of allowing moisture into the parapet cavities and lower roof assembly.
- Skylight assemblies are failing at multiple locations. This is due to extensive hail damage and overall aging of the individual units. Note: Sidewall skylight (pictured) currently leaks into building interior.



CHALLENGES TO PROPER WEATHERPROOFING

Building is positioned between an arroyo and a house to the north and south. A baseball complex is located to the west, with a parking lot to the east which serves the facility. The ability to bring manpower and equipment will require a traverse over sidewalks and landscape areas. Work performed during the standard operating hours of the facility may involve loud or disruptive noises, and or offensive odors.

CONSPECTUS – ROOFING REPLACEMENT

This building has a single roof assembly in place. The current building code will allow the application of a second system. This will provide an opportunity to economically install a new, warranted Roof Assembly. The full assembly will receive a Manufacturer's twenty (20) year Standard Form System Warranty with an Installers two (2) year.

ROOFING OVERLAY PROCESS

- Existing Curb, Parapets and Penetration Flashings will be removed, and substrates prepared for new Flashings.
- Existing Field Membrane will be disabled to prevent moisture retention, vapor build-up, making the existing system integral with the new system.
 - This is a manufacturer's requirement for overlay of existing roofing systems.
 - Only as much area will be weathertight disabled as can be made weathertight by the end of each workday.
- A new, high density Polyisocyanurate Coverboard will be installed, mechanically fastened through the existing roofing system to the Structural Metal Deck.
- Crickets to drains will be extended where required to improve positive drainage.
- A new eighty (80) mil White Thermoplastic Polyolefin (TPO) membrane will be installed utilizing mechanical fastening through the steel deck and induction welded to membrane plates.
- New sixty (60) mil White TPO membrane will be installed on the parapets, terminating 8" up the inner parapet, with a (2) piece reglet counterflashing.
- Roof Curbs, Penetrations, and Drains will be flashed in accordance with manufacturer's written instructions for warranty issuance.

STUCCO RECOAT PROCESS

- Preexisting parapet walls to be power washed to remove all debris.
- Cracks, holes, and fissures to be patched and prepped for new application.
- Scaffolding to be erected around the exterior of the building.
- All backs, and interior parapets to be skimmed and finished.
- Bonding agent applied to all areas to be recoated.
- Acrylic pail finish applied to all interior parapets, backs of parapets overlapping roof flashing, tops of parapets, and 8" down the building face. Exact match on color or sheen is not guaranteed.

SKYLIGHT REMOVAL/REPLACEMENT

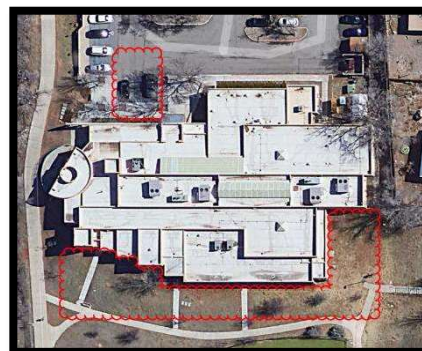
- (1) Self-Supported Ridge Roof with endwalls, +/- 52' x 10'.
- (1) Shed Roof with no endwalls, +/- 60' x 12'.
- (2) Standard Pyramids, 6'-0" x 6'-0"
- Existing Skylights to be disassembled and removed one by one (4 total)
- All trash and debris to be removed from roof, and taken off site for disposal.
- New skylights to be assembled, and installed.
 - Skylights will be taken down, and reinstalled in a sequential order to limit the exposure of the building interior to the external temporal conditions.
 - All skylight work to be performed after facility has been closed (Nights/Weekends).

ITEMS FOR OWNER CONSIDERATION

Removal of disabled and/or abandoned roof top equipment.

SCHEDULE, Access, AND ADDITIONAL INFORMATION

- We anticipate the roof to take approximately 5 plus weeks to complete, weather permitting.
- We anticipate the stucco parapet repair to take approximately 6 plus weeks - work to commence after roofing operations, weather permitting.
- We anticipate the skylight repair to take approximately 3 weeks to complete, weather permitting.
(LONG LEAD ITEM ***22 weeks from purchase order***)
- Access will be as shown - if acceptable.
- Our goal would be to inconvenience Patients, and Staff as little as possible.



PRICING

BID AMOUNTS		
As of publication date, material lead times for larger orders can be excessive. Material Pricing is stabilizing, but National Roofing reserves the right to recover costs for material price increases that may occur when procurement durations are extended (see below**) <u>We are utilizing published pricing for ship date good to May 30, 2025</u>		
BASE BID - Recover of existing roofing		Price
• Prevailing State Wages utilized in pricing. • Santa Fe reroof Permit • 80 mil TPO regular smooth membrane induction welded over coverboard, provide a 20-year warranty. • Santa Fe Tax @ 8.1875%	TPO Roofing	\$694,581.00
	Stucco	\$139,800.00
	Skylights	\$209,390.00
	Permit	\$5,907.00
	Bonds	\$9,306.00
	Tax	\$78,991.00
Total		\$1,043,771.00
Unit Cost to replace wet or damaged existing insulation		\$3.85 per square foot. 32 square foot minimum

TAXES, MISCELLANEOUS FEES AND WARRANTY FEES

- NM Gross Receipts Tax is not included - itemized above.
- Commercial re-roof permit fees are included.
- Bond Fees are included. Bond Rate is 1.5%
 - All Fees are subject to invoice.

GENERAL LIABILITY INSURANCE WITH THE FOLLOWING LIMITS

- Insurance limits exceeding New Mexico statutory requirements.
- \$1,000,000.00 per occurrence general liability.
- \$2,000,000.00 general aggregate.
- \$2,000,000.00 completed operations.

- \$5,000,000.00 excess/umbrella liability.

WORKMEN'S COMPENSATION INSURANCE WITH THE FOLLOWING LIMITS:

- \$2,000,000.00 employer's liability per accident
- \$2,000,000.00 employer's liability for disease per employee
- \$2,000,000.00 employer's liability for disease policy limit

TRAINING AND SAFETY

- Compliance with all OSHA safety policies.
- Independent safety inspections are conducted by a third-party consultant, when requested.
- Our crews have OSHA 10 training.
- Entire crew has safety and fall protection training.
- Key personnel are CPR certified.
- Every crew has a minimum of 2 safety monitors.

PRICING EXCLUDES:

- Non-scheduled work hours
- Mechanical or Electrical modifications (if required)
- Modifications to internal roof drains.
- Additional tapered insulation to improve existing slope in field.
- Moisture or Asbestos Testing, SWPPP or BIM Costs
- Manufacturer's Shop Drawings
- Interior protection or repair to interior when damage is caused by normal execution of roofing or re-roofing activities
- Bid amount includes flashing at penetrations indicated on Documents - Pipes, vents, curbs and curb insulation, hatches and ladders are not included unless noted otherwise
- Products, materials, installations not specifically included in the Scope of Work above.

SUBMITTED PRICES ARE SUBJECT to the FOLLOWING TERMS AND CONDITIONS:

- We have anticipated needing one mobilization to complete our work - NRC will negotiate for additional mobilizations if required by factors outside our control.
- Our standard work week is four 10-hour days. This Bid is based on a final project schedule that allows a reasonable time to complete the Work in an efficient manner. Roof activities may be delayed due to environmental conditions that result in unsafe working conditions and those that would adversely affect system installation. Subcontractor shall be entitled to an equitable adjustment in the price of the work resulting from any change of schedule, acceleration of work, or out of sequence work required as a result of factors outside of our control. National Roofing shall not be responsible for damage or delay caused by circumstances beyond its reasonable control.
- Final Contract terms will be subject to review upon Notice of Award; fees are based on the assumption that this Bid Abstract will constitute part of the Agreement between National Roofing and the Owner - Owner Entity
- National Roofing utilizes Construction Billing Cycles or Progress Billing on projects that have a production duration of thirty (30) days or more. Billings are submitted on or around the 25th of each month, projected through the end of that month, payable by the 10th next month.
- Material pricing utilized at time of bid will be provided with our submitted Schedule of Values for

reference and to establish a baseline for material orders. Comparison with material billing upon shipment and receipt may result in Contract Price adjustments. Please note that impending Trade Tariffs may have impacts on construction materials. Increases due to material shortages, increased costs or other reasons out of National Roofing's direct control will be the responsibility of the final purchaser of goods and services from National Roofing.

NOTICE:

- National Roofing shall not be liable for any claims or damages arising from or related to deficiencies in existing drainage conditions. Roofer's work does not include evaluation of the adequacy of the existing drainage components (for example, sizing and placement of existing scuppers); nor does the building code require compliance with current plumbing codes when existing drainage elements are not modified. National Roofing may make recommendations to improve drain conditions if potential deficiencies are detected during the course of roofing operations.
- Additionally, tapered insulation above deck (if included in scope) may not compensate for all low points in an existing roof; National Roofing shall not be liable for ponding water due to existing imperfections in the roof deck. If obvious deflection or low spots are noted in the existing deck after existing roof tear off, additional tapered insulation may be required to achieve positive drainage.
- Unless specifically noted elsewhere, addition of drains or scuppers for improved drainage, or supplemental insulation required to compensate for unseen imperfections is not part of the base bid and will be offered as a change order for consideration prior to installation.

We can be contacted at (505) 883-3000 to schedule this work. Thank you for relying on National Roofing for your roofing needs.

Sincerely,

Douglas Harrison
Roofing System Estimator
505-883-3000 office, 505-998-2304 desk, 505-259-2808 cell
douglash@nationalroofing.com

Patrick Platero
Business Development Representative
505-883-3000 office, 505-998-2323 desk, 505-630-9952 cell
patrickp@nationalroofing.com

Lori Gunnare, CBDO
Director of Business Development
505-883-3000 office, 505-998-2325 desk, 505-252-2707 cell
lorig@nationalroofing.com

INSPECTION REPORT

La Familia Health Pharmacy

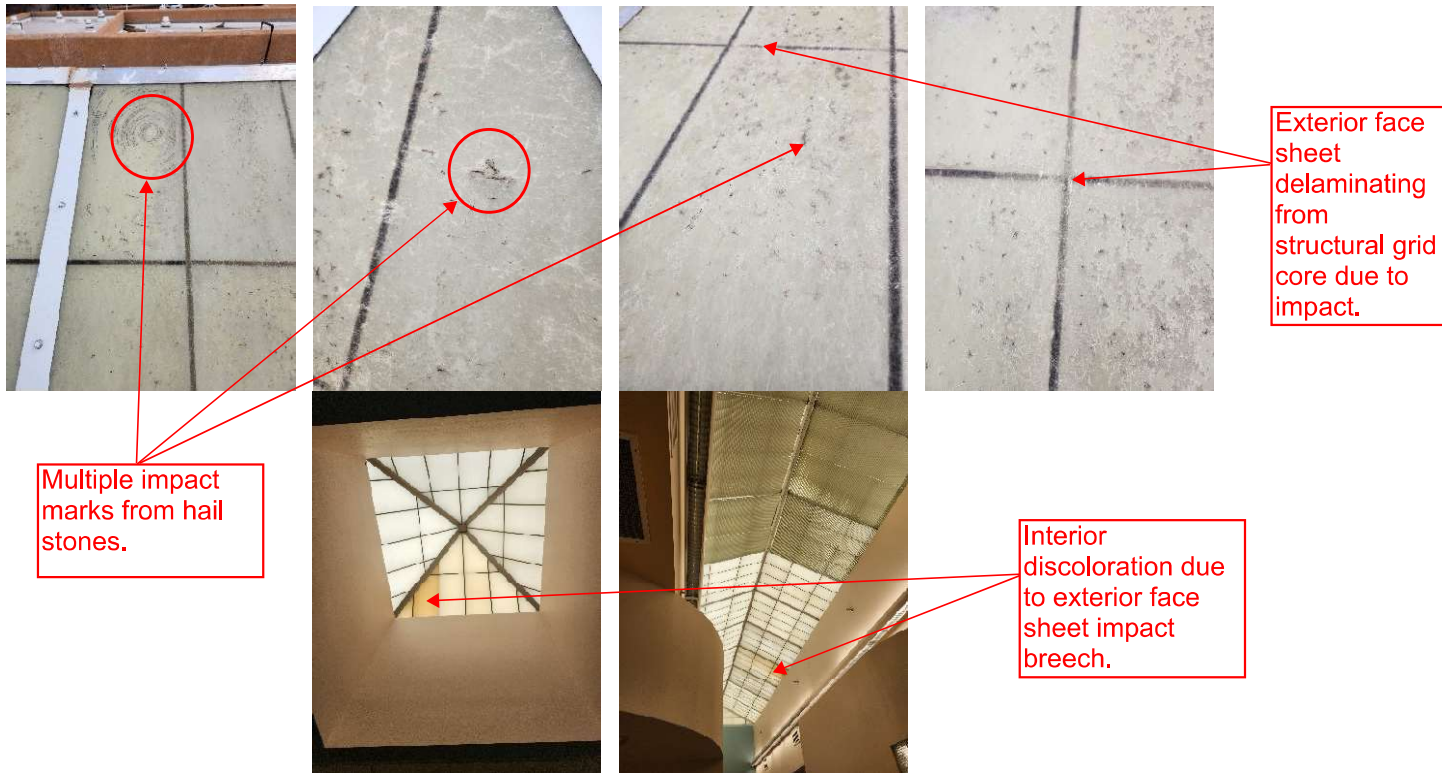
One Kalwall Shed Skylight, One Kalwall Ridge Skylight, Two Kalwall Pyramid Skylights
Visual Inspection
April 1, 2025

The following report is based on a site visit Powers Products SW made on April 1st, 2025. The assessment was made on a total of three Kalwall Skylights.

Exterior:

The panels showed extensive signs of hail damage with signs of delamination due to hail. Numerous hail impacts caused fractures in the exterior face sheet and small spots of delamination along the grid lines. These fractures allow dirt and water to collect in the cracks. Over time, these cracks have grown, causing discoloration of the face sheet.

The delamination spots will continue to grow over time due to high winds, temperature changes and weather impacts on the panels. As the delamination expands, the exterior face sheet loses bond strength with the internal grid core. Once the exterior face sheet is no longer adhered to the grid system, the panel is deemed structurally compromised. As the face sheet loosens from the grid, water and air are now able to migrate into the panel system. This is the case as water has entered the interior space and is leaking behind the drywall.





INSPECTION REPORT

Interior:

The Interior was inspected on this visit. Water has damaged the interior drywall in one location.



Interior drywall
damage due to
leaking skylight

Recommendation:

Powers Products Southwest recommends full replacement of all Kalwall translucent fiberglass sandwich panels.

Lee Sasser | *Division Manager / Sales*
POWERS PRODUCTS SOUTHWEST
8352 Corona Loop NE, Albuquerque, NM 87113
office: 505.340.3759
mobile: 402.880.3267
powersproductssw.com

[daylighting](#) • [fire + smoke separation](#) • [space flexibility](#)





BID PROPOSAL

NM Contractors License: GB98-402493
NM Labor Enforcement Fund: 28302178642020

TO:	National Roofing	E-mail:	
ATTN:	Lori Gunnare	Phone:	
DATE:	4/9/25	Fax:	
PROJECT:	La Familia Health Pharmacy	Pgs	Page 1 of 3
Based on Drawings & Specs Dated:	n/a		
Addendum Acknowledged:	n/a		

SPEC SECTION	SPEC TITLE	SCOPE	BID AMOUNT
n/a	Kalwall Translucent Fiberglass Sandwich Panel Assemblies	Demo/Furnish/Install	
		TOTAL	\$209,390
		% Tax Included	8.1875%
	**Priced in reference to Kalwall materials shown on Kalwall drawings #K94-1697	Per Plans/Specs	**YES
		ADD for Bonds	1.1%
Voluntary DEDUCT	Revise to a .14U Factor providing 13% Visible Light Transmittance and .15 Solar Heat Gain Coefficient	DEDUCT from TOTAL	(\$3,362)
Voluntary DEDUCT	Revise to a .23U Factor providing 26% Visible Light Transmittance and .30 Solar Heat Gain Coefficient	DEDUCT from TOTAL	(\$5,777)

KALWALL DESCRIPTION OF WORK:

We propose to demo existing skylights and provide a furnished and installed Kalwall 2 3/4" translucent panel system for:

- (1) Self-Supported Ridge Roof with endwalls, 52'-3 3/8" x 10'- 1 3/8" OCD flat, (27-1/4° slope).
- (1) Shed Roof with no endwalls, 60'-6" x 12'-0 1/2" OCD on slope, (2-1/2:12 pitch).
- (2) Standard Pyramids 6'-0" x 6'-0" OCD flat, (45° slope).

- Panel Specifications: Thickness: 2 3/4"
- Exterior Face Sheet: .070" Crystal SW
- Interior Face Sheet: .045" White S-171
- "U" Factor: .10TB "U" factor
- Visible Light Transmission of 7%
- Solar Heat Gain Coefficient of .09
- Grid Pattern: 12" X 24" Shoji grid pattern
- Thermally broken Clamptite aluminum closures
- All exposed aluminum to be standard color (Bone White #21B) Kalwall Corrosion Resistant Finish which meets performance requirements of AAMA 2604
- Roofs are designed for 20 PSF live load, 30 PSF snow load, 25 PSF (ASD) wind load, and 0 PSF drift load with L/60 deflection. This estimate is not valid if loads are greater than those listed herein.

Notes:

- 1) Price is based on one mobilization/one material release.
- 2) Pricing is based on material delivery through April 2026.
- 3) Price is based on working after hours and/or weekends.
- 4) Price assumes having access to inside of building during evening and/or weekend work hours.
- 5) Price assumes existing shades will be removed (by others) prior to beginning demolition work.
- 6) Price includes demolition and removal of existing skylights and associated metals.
- 7) Price assumes that existing curbs are in good standing condition, not requiring any rework prior to setting new skylights.
- 8) Price assumes being able to set a construction dumpster in close proximity to the building.
- 9) Price is based on using maximum number of standard 4'-0" wide modules for shed and SSRR skylights.



BID PROPOSAL

NM Contractors License: GB98-402493
NM Labor Enforcement Fund: 28302178642020

- 10) Price assumes EIFS at high side of shed skylight will be removed prior to skylight demo work as existing flashing is tucked under EIFS. New high side flashing will turn up wall.
- 11) Price is based on equipment not being required to retrieve field dimensions – Equipment/Access to openings shall be provided by the Contractor to obtain Field Dimensions and/or guaranteed opening dimensions shall be provided.
- 12) CURRENT Lead Times: 5-6 weeks for shops and 22+ weeks for fabrication upon approvals.

Inclusions:

- 1) Shop drawings
- 2) Freight
- 3) Demolition
- 4) Installation
- 5) Equipment
- 6) Kalwall includes its standard 1-year warranty

Exclusions:

- 1) Field testing of any kind.
- 2) Interior work of any kind.
- 3) Demolition of shades on underside of skylight(s).
- 4) Roof work of any kind.
- 5) Pedestrian protection and/or traffic control.
- 6) Prevailing wage rates.
- 7) EIFS work of any kind.
- 8) Equipment for field dimensions.
- 9) Curbs, curb flashing, counterflashing, and ledger supports are not included.
- 10) Mock-Up
- 11) Temporary cover of openings
- 12) Opening preparation. All openings must be accurate within 1/4" and be plumb, square, and straight.
- 13) Kalwall is installed clean and complete. Any additional cleaning at closeout is excluded.

Respectfully Submitted,

Todd Bryant
Direct: 303-226-1599
Email: toddb@powersproducts.com

NOTICE TO PROCEED*: _____

DATE: _____

*Authorizes Powers to proceed with Submittals prior to receipt of a Subcontract or Purchase Order. Contractor acknowledges that expenses associated with Submittals may be incurred, and Contractor will be held responsible for payment of said expenses should the project order be cancelled for any reason. Materials will not be released for fabrication or site work performed until executed Subcontract or Purchase Order has been received. If no Subcontract or Purchase Order is issued, the terms outlined herein shall govern.

Standard Terms and Conditions:

- 1) This bid is conditional on purchase order or subcontract terms which are fully acceptable to the bidder. **Quote is valid for 60 days.**
- 2) One-year workmanship warranty and manufacturer's standard product warranty are included unless otherwise noted above.
- 3) Freight included (curbside delivery for furnish only scope).

4) PAYMENT TERMS:

- a. **CUSTOMERS WITH ESTABLISHED ACCOUNTS AND CURRENT CREDIT HISTORY - NET 30.**
- b. **NEW CUSTOMERS OR CUSTOMERS ON CREDIT HOLD - 50% DEPOSIT PRIOR TO RELEASE OF MATERIALS FOR PRODUCTION AND PAYMENT FOR MATERIALS ON DELIVERY AND/OR JOINT CHECK FROM OWNER MAY BE REQUIRED.**



BID PROPOSAL

NM Contractors License: GB98-402493
NM Labor Enforcement Fund: 28302178642020

- c. **CREDIT CARD PAYMENTS ARE ACCEPTABLE.** Powers will include a fee of 2% on any credit card transactions over \$3,000. Pursuant to Section 5-2-212, Colorado Revised Statute, a seller may impose a processing surcharge in an amount not to exceed 2% of the total payment made for goods or services purchased by use of a credit or charge card.
 - d. **If Powers is required to enter into a "paid-when-paid" or "paid-if-paid" contract, Powers shall be provided upon request with the following: (i) legal description of the property (ii) the name, address and representative of the Owner (iii) name, address and representative of the Bonding company if applicable and (iv) evidence of adequate owner project financing.**
 - e. **Powers is entitled to interest on past due accounts plus attorney fees for collection.**
- 5) **RETAINAGE IS EXCLUDED ON FURNISH ONLY PROPOSALS.** For Furnish and Install proposals, retainage shall be the lower of 5% or the amount withheld from Contractor by Owner, and in no event shall retainage be held longer than 6 months after substantial completion of Powers' scope of work.
 - 6) Notwithstanding any provision to the contrary, Powers may take all steps reasonably necessary to preserve and enforce its lien and bond rights. All Lien Releases are subject to subsequent collection of Retainage.
 - 7) Powers is entitled to reasonable additional compensation for all extra work performed at the direction of the Contractor.
 - 8) For furnish only scopes, Powers is not responsible for protection of materials after delivery and receipt at the jobsite. On furnish and install scopes, Powers is not responsible for protection of installed work-in-place after substantial completion of said scope.
 - 9) Powers shall have no liability for consequential damages. Contractor may not assert or withhold liquidated or other delay damages except to the extent (i) such damages have been assessed and paid by Contractor to the Owner (ii) any such delays are caused solely by Powers and (iii) such damages have been assessed specifically on account of such delays caused solely by Powers.
 - 10) Disputes, if any, shall be governed by, and conducted within, the State where the project is located.
 - 11) Any indemnification or hold harmless provision shall extend only to that part or proportion of any claim, damage, loss or defect that results from the negligence or intentional act of the indemnitor or someone for whom it is responsible.
 - 12) Notwithstanding any provision to the contrary, Powers shall maintain the types and limitations of insurance as summarized below. Amendments or additions may incur additional costs. Insurance Certificate and Additional Insured Endorsements shall be provided on Standard Acord Format. Other forms may incur additional costs. If differences exist between the summary below and the actual certificate of insurance, the actual certificate shall govern. Powers does not provide Pollution Liability or Professional Liability coverage.

Type of Insurance Coverage	Limit (Each Occurrence / Aggregate)
General Liability	\$1,000,000 / \$2,000,000
General Liability: Products and Completed Operations	\$1,000,000 / \$2,000,000
Umbrella	\$5,000,000 / \$5,000,000
Workers Compensation	\$1,000,000 / \$1,000,000
Automobile and Personal Injury	\$1,000,000
Professional Liability / Pollution Liability	\$1,000,000 / \$2,000,000

**COMMERCIAL
ENTERPRISES, Inc.**

8309 Washington Place NE
Albuquerque, NM 87113
Phone 505-890-5300
Fax 505-890-5126
Contractor's License 52729
Department of Labor Reregistration #89452011615
Small Disadvantage Business Certified

April 29, 2025

Bid #046

Subject: La Familia – 1035 Alto St, Santa Fe, NM 87501

We propose to furnish and install the following section items, furnishing all labor, material, necessary plant, equipment, and labor taxes to do a complete job in every respect, and in a professional workman-like manner:

Plan date: Field Verify Dimensions

INCLUDE:

- Scaffold
- Parapets + 8" Finish Face of Building
- Back of parapet skim and finish
- Acrylic Pail Finish

Bond Rate: 1½%

Small Disadvantage Business Certified

Bid \$139,800.00

EXCLUSIONS:

Tax, bond, shop drawings, engineering, dumpsters, all wood, exterior sealant, sheet metal flashing, temporary facilities such as water, light, heat, power and weather protection at no cost to us.

This proposal is subject to change if not accepted within 30 days.

Respectfully submitted,

Abiezer Moreno

Abiezer Moreno

La Familia Bid Abstract-combined

Final Audit Report

2025-06-13

Created:	2025-06-12
By:	RACHEL GABALDON (rdgabaldon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0UcKXSW8tISxxgHTTIzxNaVR3wZJCAJa

"La Familia Bid Abstract-combined" History

-  Document created by RACHEL GABALDON (rdgabaldon@santafenm.gov)
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-  Document emailed to Josie Bolden (jxbolden@santafenm.gov) for signature
2025-06-12 - 7:17:07 PM GMT
-  Email sent to elkahahane@santafanm.gov bounced and could not be delivered
2025-06-12 - 7:17:10 PM GMT
-  Email viewed by Josie Bolden (jxbolden@santafenm.gov)
2025-06-12 - 8:26:06 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Josie Bolden (jxbolden@santafenm.gov)
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-  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
2025-06-12 - 8:31:05 PM GMT
-  Email sent to elkahahane@santafanm.gov bounced and could not be delivered
2025-06-12 - 8:31:21 PM GMT
-  Email viewed by ALEXIS LOTERO (aclotero@santafenm.gov)
2025-06-12 - 8:39:04 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ALEXIS LOTERO (aclotero@santafenm.gov)
Signature Date: 2025-06-12 - 8:41:30 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda
(tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-06-12 - 8:41:32 PM GMT

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2025-06-12 - 8:41:39 PM GMT- IP address: 20.159.64.152

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2025-06-13 - 7:15:47 PM GMT- IP address: 63.232.20.2

 Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

Signature Date: 2025-06-13 - 9:35:08 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2025-06-13 - 9:35:08 PM GMT

GB Packet_TLC_LaFamilia_Replace EMS_\$220k

Final Audit Report

2026-06-29

Created:	2026-06-26
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA56LJJO5SKQYHjSLN2FLThKTIT55oeVfe
Documents:	GB Packet_TLC_LaFamilia_Replace EMS_\$220k.pdf (155 pages)
Number of Documents:	1
Document page count:	155
Number of supporting files:	0
Supporting files page count:	0

"GB Packet_TLC_LaFamilia_Replace EMS_\$220k" History

-  Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
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-  Document emailed to MARLISA WILSON (mbwilson@santafenm.gov) for signature
2026-06-26 - 4:10:11 PM GMT
-  Email viewed by MARLISA WILSON (mbwilson@santafenm.gov)
2026-06-26 - 4:10:24 PM GMT- IP address: 51.54.38.112
-  Document e-signed by MARLISA WILSON (mbwilson@santafenm.gov)
Signature Date: 2026-06-26 - 4:13:42 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE
-  Document emailed to YVONNE SWENSON (ycswenson@santafenm.gov) for signature
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-  Email viewed by YVONNE SWENSON (ycswenson@santafenm.gov)
2026-06-29 - 5:34:39 PM GMT- IP address: 63.232.20.2
-  Document e-signed by YVONNE SWENSON (ycswenson@santafenm.gov)
Signature Date: 2026-06-29 - 5:35:59 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW
-  Document emailed to Timothy Farrell (tgfarrell@santafenm.gov) for signature
2026-06-29 - 5:36:08 PM GMT

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2026-06-29 - 5:55:29 PM GMT- IP address: 104.47.65.254

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2026-06-29 - 5:55:57 PM GMT

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2026-06-29 - 9:10:11 PM GMT- IP address: 63.232.20.2

 Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)

Signature Date: 2026-06-29 - 9:15:25 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW

 Agreement completed.

2026-06-29 - 9:15:25 PM GMT

GB_Packet_TLC_LaFamilia_Replace_EMS_\$229k

Final Audit Report

2026-07-01

Created:	2026-06-30
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjSc3ypoBGjiX8OeHHhIV81fyD1ELBNo
Documents:	GB_Packet_TLC_LaFamilia_Replace_EMS_\$229k.pdf (171 pages)
Number of Documents:	1
Document page count:	171
Number of supporting files:	0
Supporting files page count:	0

"GB_Packet_TLC_LaFamilia_Replace_EMS_\$229k" History

-  Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
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2026-06-30 - 2:29:12 PM GMT
-  Form filled by ALYSSA PEREZ (aeperez@santafenm.gov)
Form filling Date: 2026-06-30 - 2:29:31 PM GMT - Time Source: server- IP address: 98.60.118.215 - Signature Appearance Selected: TYPE
-  Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-06-30 - 2:29:48 PM GMT
-  Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-06-30 - 5:54:52 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-06-30 - 5:56:56 PM GMT - Time Source: server- IP address: 63.232.20.129 - Signature Appearance Selected: IMAGE
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-06-30 - 5:57:14 PM GMT
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2026-06-30 - 8:55:44 PM GMT- IP address: 63.232.20.2



Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)

Signature Date: 2026-06-30 - 8:59:31 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE



Document emailed to Monica Maestas (mfmaestas@santafenm.gov) for signature

2026-06-30 - 8:59:45 PM GMT



Document e-signed by Monica Maestas (mfmaestas@santafenm.gov)

Signature Date: 2026-07-01 - 8:41:14 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE



Agreement completed.

2026-07-01 - 8:41:14 PM GMT



The Purchasing Memo

Date: June 30, 2026

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

From: P. Fred Heerbrandt, P.E. *P. Fred Heerbrandt, P.E.* 06/30/2026

Via: Michael Dozier, Wastewater Management Division Director *MD* 06/30/2026

Via: Jesse Roach, Interim Public Utilities Director *JR* 06/30/2026

Subject: On-Call HVAC Installation and Maintenance Contract

Vendor Name: AnchorBuilt, Inc.

Munis Vendor Number: 9672

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a construction contract in the total amount of \$1,000,000.00 over a four-year term with an estimated amount per year of \$250,000 for On-Call HVAC Installation and Maintenance Services with AnchorBuilt, Inc.

Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of \$250,000.00 from the Wastewater Enterprise Fund to Service Contracts.

CONTRACT NUMBER:

The FY27 Munis contract number is 3260456

BACKGROUND AND SUMMARY:

The City of Santa Fe, Public Utilities Department, Wastewater Management Division (Division) wishes to establish a Price Agreement for On-Call HVAC Installation and Maintenance services by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements, replacements, new installation services and material for buildings throughout the Paseo Real Wastewater Reclamation Facility.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise Fund/Fund 500

Munis Org Name/Number: 5000361 – Wastewater Operations/Admin

Munis Object Name/Number: 510310 – Service Contracts

Budget Officer / Designee: Andy Hopkins Date: 06/30/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

FY26-COCITB-084 – On Call HVAC Installation and Maintenance Services, two awards.

Chief Procurement Officer (CPO)/Designee:  Date: 07/01/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

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

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

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

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

Horizons Service List

Blanket Determination
CONSTRUCTION CONTRACT
Vendor's Bid SHEET
BID TAB
Certificate of Liability Insurance (COI)



CITY OF SANTA FE
CONSTRUCTION CONTRACT
#3260456

On-Call HVAC Installation and Maintenance

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

RECITALS

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

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

The City and the Contractor hereby agree as follows:

I. SCOPE OF WORK

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by the Contract Documents for On-Call HVAC Installation and Maintenance (Bid Number FY26-COCITB-084)

On-Call HVAC Supply, Repair, Installation and Maintenance as described in the Contract Documents.

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

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

B. Project:

- 1. GENERAL REQUIREMENTS:** The City of Santa Fe, Public Utilities Department, Wastewater Management Division requires preventive maintenance and repair services for all Heating, Ventilation, and Air Conditioning (HVAC) mechanical systems at the Paseo Real Wastewater Reclamation Facility and remote sites. Contractor shall provide all necessary labor, materials, and equipment to perform a comprehensive range of scheduled, unscheduled, and emergency preventive maintenance and repair services for all HVAC equipment, including auxiliary systems. This is a full-service contract requiring preventative maintenance, repair, replacement, and new installation of HVAC equipment and plumbing systems. Contractor shall ensure a high level of service and strive to maintain 100% operational reliability of all HVAC systems within the scope of this contract. Contractors shall provide a qualified labor force capable of performing all maintenance services in accordance with manufacturer specifications, original equipment design criteria, and industry-standard maintenance practices. Contractor shall adhere to maintenance frequencies as outlined in the manufacturer's recommendations.
- 2. OTHER:** All work shall be in strict compliance with the national and state building mechanical, plumbing and electrical codes including SMACNA, and ASHRAE standards and in accordance with applicable City and state laws, the International Building Code (IBC) and the New Mexico building codes. The Contractor shall be responsible for all permits associated with this work as required by the governmental Authority Having Jurisdiction (AHJ). Contractors shall be capable of providing all coordination, supervision and services required for comprehensive general construction, equipment replacement, upgrade and improvement projects and to provide new construction services including incidental design. The scope of an individual project may include equipment and fixtures whether attached or not to the building. It can include site and utility work, mechanical work, pavement restoration, building repair, renovation, painting, stucco, backfill services, digging, ditching, rock stabilization, concrete, and pour in place and form place finish. It may also include demolition and abatement projects. Wastewater reserves the right to procure specialty services directly from Statewide Price Agreements and other sources and shall be coordinated by the Contractor. Wastewater reserves the right to obtain quotes from multiple vendors covered under this Agreement and award a project to a contractor based on the quotes. Wastewater reserves the right to provide a escort and/or full-time supervision of the Contractor and its employees during any or all phases of a project, should Wastewater feel it is in its best interest to provide these extraordinary security services. Wastewater reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security, or wellbeing of the facility or any individual. Inappropriate behavior by the Contractor, its employees or subcontractors may be grounds for immediate removal from this Agreement. Any employee of the Contractor found in violation of any law, while on City property, will be prosecuted.
- 3. CONTRACTOR:** All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Agreement.

Journeymen level personnel shall have the ability and necessary skills to diagnose problems and to make the appropriate decisions needed to provide these services. The Contractor shall agree to provide required labor within 24 hours for emergency situations. Subcontractors of work is allowed and shall have prior approval by Wastewater. Subcontractors shall have the appropriate current valid Contractor's licenses for their work. Proof of licenses shall be furnished upon request. There will be NO markups allowed for adding subcontractor costs or to cover general conditions (administrative costs and other related expenses) allowed on any of the quotes issued pursuant to this Agreement. If a subcontractor is hired for the project the reimbursement must be at actual cost of the subcontractor's cost. The cost of the subcontractor will be added at time of invoicing as a separate item to be paid by the department.

II. COMPENSATION

- A. Payment. The City shall compensate the Contractor based on the itemized amounts and/or rates specified in Exhibit A. For the services [or goods] described in the scope of work, the City agrees to pay the Contractor \$924,321.00 exclusive of Gross Receipt Tax (GRT). The GRT on this contract is levied at the rate of 8.1875% equaling \$75,678.80. The total compensation for this Contract, including GRT is \$1,000,000.00.
- B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.
- C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.
- D. Extended Payment Terms for Grant-Funded Contracts For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

III. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate four (4) years from the date of final signature unless terminated pursuant to Paragraph "Termination" or Paragraph "Appropriations". This Contract for construction services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

IV. TERMINATION

- A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination,

otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

1. Except as otherwise provided in Paragraphs "Construction Contract Performance and Payment Bond" and "Penalties for Violation of Law", the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
3. Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph "Appropriations," of this Contract.

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

V. APPROPRIATIONS

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

VI. STATUS OF CONTRACTOR

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

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

VII. CONSTRUCTION CONTRACT PERFORMANCE AND PAYMENT BOND

- A. When a construction Task Order is approved 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.

VIII. ASSIGNMENT

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

IX. SUBCONTRACTING

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

X. RELEASE

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

XI. CONFIDENTIALITY

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

XII. PRODUCT OF SERVICE - COPYRIGHT

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

XIII. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

XIV. AMENDMENT

- A. This Contract shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in "Termination" herein, or to agree to the reduced funding.

XV. CHANGE ORDERS

- A. Changes. The Contractor may only make changes or revisions within the Scope of Work and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:
1. Deliverable requirements, as outlined in the Scope of Work;
 2. Due date of any Deliverable, as outlined in the Scope of Work;
 3. Compensation of any Deliverable, as outlined in the Scope of Work;
 4. Contract compensation, as outlined in "Compensation"; or
 5. Contract termination, as outlined in "Termination".
- B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:
1. The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
 - a. the name of the person requesting the change;
 - b. a summary of the required change;
 - c. the start date for the change;
 - d. the reason and necessity for change;
 - e. the elements to be altered; and
 - f. the impact of the change.
 2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

XVI. MERGER

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

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

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

XVII. PENALTIES FOR VIOLATION OF LAW

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

XVIII. EQUAL OPPORTUNITY COMPLIANCE

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

XIX. APPLICABLE LAW

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

XX. WORKERS' COMPENSATION

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

XXI. OTHER INSURANCE

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

- A. **Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.
- B. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

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

XXII. RECORDS AND FINANCIAL AUDIT

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

XXIII. INDEMNIFICATION

The Contractor shall indemnify, hold harmless, or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the indemnitor or its officers, employees or agents. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) business days after it receives notice thereof, notify the legal counsel of the City.

XXIV. NEW MEXICO TORT CLAIMS ACT

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

XXV. INVALID TERM OR CONDITION

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

XXVI. ENFORCEMENT OF CONTRACT

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

XXVII. NOTICES

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

To the City: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Wastewater Management P. Fred Heerbrandt, P.E. 73 Paseo Real Santa Fe, NM 87507 pfheerbrandt@santafenm.gov 505-955-4623	To the Contractor AnchorBuilt Inc. Raymond Zamora, Sr. 104 Sin Nombre Court, NE Albuquerque, NM 87113 Ray.Zamora@anchorbuilt.com 505-342-2452
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XXVIII. AUTHORITY

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

XXIX. 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.

XXX. 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.

XXXI. 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.

XXXII. GENERAL AND SPECIAL PROVISIONS

- A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements
- C. appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.
- D. This Contract shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Contract.
- E. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive illegal payments.
- F. The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Contract.
- G. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.
- H. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and
- I. construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- J. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.
- K. Certificates and Documents Incorporated. All certificates and documentation required by the
- L. provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

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

N. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or

O. 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.

P. Relationship of Contract Documents. The Contract Documents are complementary, and any

Q. requirement of one Contract Document shall be as binding as if required by all.

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

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

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

CONTRACTOR:
ANCHORBUILT INC.

MICHAEL GARCIA, MAYOR

DATE: _____



RAYMOND ZAMORA, PRESIDENT

DATE: 06/26/2026

NMBTIN: _____

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:


Marcos D. Martínez (Jun 26, 2026 14:36:40 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

APPROVED FOR FINANCES:



07/01/2026

MONICA MAESTAS, FINANCE DIRECTOR

Exhibit A

Exhibit A - AnchorBuilt Price Schedule				
Line Item	Description	Quantity	Unit of Measure	Unit Cost
1	Superintendent - Regular Hourly Rate - Projects Under \$60,000	1	hour	\$80.00
2	Superintendent - Overtime Hourly Rate - Projects Under \$60,000	1	hour	\$80.00
3	Journeyman - Regular Hourly Rate - Projects Under \$60,000	1	hour	\$80.00
4	Journeyman - Overtime Hourly Rate - Projects Under \$60,000	1	hour	\$90.00
5	Laborer - Regular Hourly Rate - Projects Under \$60,000	1	hour	\$53.00
6	Laborer - Overtime Hourly Rate - Projects Under \$60,000	1	hour	\$57.00
7	Superintendent - Regular Hourly Rate - Projects Over \$60,000	1	hour	\$80.00
8	Superintendent - Overtime Hourly Rate - Projects Over \$60,000	1	hour	\$80.00
9	Journeyman - Regular Hourly Rate - Projects Over \$60,000	1	hour	\$85.00
10	Journeyman - Overtime Hourly Rate - Projects Over \$60,000	1	hour	\$95.00
11	Laborer - Regular Hourly Rate - Projects Over \$60,000	1	hour	\$53.00
12	Laborer - Overtime Hourly Rate - Projects Over \$60,000	1	hour	\$57.00
13	Discount off Materials. Enter 0 if no discount is offered	1	%	\$0.00
14	Temporary Fencing, Rental Rate	1	/day	\$2.00
15	Sanitary/Toilet Facilities, Rental Rate	1	/day	\$8.50

ANCHORBUILT- HVAC CONTRACT_CoSF

Final Audit Report

2026-06-26

Created:	2026-06-26
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYXnav8cJX5chh8g6Nhn3nAqYnBI9oM0A
Documents:	ANCHORBUILT- HVAC CONTRACT_CoSF.pdf (14 pages)
Number of Documents:	1
Document page count:	14
Number of supporting files:	0
Supporting files page count:	0

"ANCHORBUILT- HVAC CONTRACT_CoSF" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-06-26 - 7:51:00 PM GMT- IP address: 63.232.20.2
-  Document emailed to Raymond Zamora (ray.zamora@anchorbuilt.com) for signature
2026-06-26 - 7:51:35 PM GMT
-  Email viewed by Raymond Zamora (ray.zamora@anchorbuilt.com)
2026-06-26 - 8:06:37 PM GMT- IP address: 104.28.48.219
-  Document e-signed by Raymond Zamora (ray.zamora@anchorbuilt.com)
Signature Date: 2026-06-26 - 8:21:48 PM GMT - Time Source: server- IP address: 96.92.69.21 - Signature Appearance Selected: IMAGE
-  Document emailed to Marcos D. Martínez (mdmartinez@santafenm.gov) for signature
2026-06-26 - 8:21:52 PM GMT
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2026-06-26 - 8:36:09 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Marcos D. Martínez (mdmartinez@santafenm.gov)
Signature Date: 2026-06-26 - 8:36:40 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE
-  Agreement completed.
2026-06-26 - 8:36:40 PM GMT

Labor Rate Schedule				All Rita Construction Inc.		AnchorBuilt Inc.		J&B Industries, Inc.		Builders Tech, MM LLC		Conti Emerys Controls, LLC		PC Automated Controls, Inc.		PM-MCI LLC		Western Mechanical Co.		Water Electric LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	
X	1	Superintendent - Regular Hourly Rate - Projects Under \$60,000	1	hour	\$100.00	\$100.00	\$80.00	\$80.00	\$135.00	\$135.00	\$135.00	\$95.00	\$95.00	\$115.00	\$115.00	\$175.62	\$175.62	\$135.00	\$135.00	\$135.00	\$80.00
X	2	Superintendent - Overtime Hourly Rate - Projects Under \$60,000	1	hour	\$100.00	\$100.00	\$80.00	\$80.00	\$165.00	\$165.00	\$142.50	\$142.50	\$172.50	\$172.50	\$258.74	\$258.74	\$202.00	\$202.00	\$202.00	\$120.00	
X	3	Journeyman - Regular Hourly Rate - Projects Under \$60,000	1	hour	\$100.00	\$100.00	\$80.00	\$80.00	\$130.00	\$130.00	\$75.00	\$75.00	\$105.00	\$105.00	\$157.57	\$157.57	\$120.00	\$120.00	\$95.00	\$75.00	
X	4	Journeyman - Overtime Hourly Rate - Projects Under \$60,000	1	hour	\$100.00	\$100.00	\$90.00	\$90.00	\$160.00	\$160.00	\$112.50	\$112.50	\$157.50	\$157.50	\$231.67	\$231.67	\$180.00	\$180.00	\$142.00	\$113.00	
X	5	Laborer - Regular Hourly Rate - Projects Under \$60,000	1	hour	\$100.00	\$100.00	\$53.00	\$53.00	\$100.00	\$100.00	\$45.00	\$45.00	\$77.90	\$77.90	\$99.62	\$99.62	\$75.00	\$75.00	\$75.00	\$45.00	
X	6	Laborer - Overtime Hourly Rate - Projects Under \$60,000	1	hour	\$100.00	\$100.00	\$57.00	\$57.00	\$130.00	\$130.00	\$67.50	\$67.50	\$116.85	\$116.85	\$144.74	\$144.74	\$112.00	\$112.00	\$112.00	\$68.00	
X	7	Superintendent - Regular Hourly Rate - Projects Over \$60,000	1	hour	\$100.00	\$100.00	\$80.00	\$80.00	\$140.00	\$140.00	\$90.00	\$90.00	\$115.00	\$115.00	\$213.85	\$213.85	\$145.00	\$145.00	\$135.00	\$125.00	
X	8	Superintendent - Overtime Hourly Rate - Projects Over \$60,000	1	hour	\$100.00	\$100.00	\$80.00	\$80.00	\$165.00	\$165.00	\$135.00	\$135.00	\$172.50	\$172.50	\$316.07	\$316.07	\$217.50	\$217.50	\$202.00	\$188.00	
X	9	Journeyman - Regular Hourly Rate - Projects Over \$60,000	1	hour	\$100.00	\$100.00	\$85.00	\$85.00	\$140.00	\$140.00	\$70.00	\$70.00	\$105.00	\$105.00	\$191.37	\$191.37	\$135.00	\$135.00	\$95.00	\$105.00	
X	10	Journeyman - Overtime Hourly Rate - Projects Over \$60,000	1	hour	\$100.00	\$100.00	\$95.00	\$95.00	\$165.00	\$165.00	\$105.00	\$105.00	\$157.50	\$157.50	\$282.37	\$282.37	\$202.50	\$202.50	\$142.00	\$158.00	
X	11	Laborer - Regular Hourly Rate - Projects Over \$60,000	1	hour	\$100.00	\$100.00	\$53.00	\$53.00	\$105.00	\$105.00	\$40.00	\$40.00	\$77.90	\$77.90	\$120.37	\$120.37	\$85.00	\$85.00	\$75.00	\$65.00	
X	12	Laborer - Overtime Hourly Rate - Projects Over \$60,000	1	hour	\$100.00	\$100.00	\$57.00	\$57.00	\$135.00	\$135.00	\$60.00	\$60.00	\$116.85	\$116.85	\$175.87	\$175.87	\$127.50	\$127.50	\$112.00	\$98.00	
X	13	Discount Off Materials. Enter 0 if no discount is offered	1	%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00	\$15.00	\$0.00	\$0.00	\$10.00	\$10.00	\$0.00	\$0.00	\$15	No Bid	
X	14	Temporary Fencing, Rental Rate	1	/day	No Bid	No Bid	\$2.00	\$2.00	\$60.00	\$60.00	\$25.00	\$25.00	No Bid	No Bid	No Bid	No Bid	\$125.00	\$125.00	No Bid	No Bid	
X	15	Sanitary/Toilet Facilities, Rental Rate	1	/day	No Bid	No Bid	\$8.50	\$8.50	\$20.00	\$20.00	\$35.00	\$35.00	No Bid	No Bid	No Bid	No Bid	\$50.00	\$50.00	No Bid	\$10.50	
	Total					\$1,625.00		\$906.50		\$1,750.00		\$1,112.50		\$1,489.50		\$2,377.86		\$1,911.50		\$1,522.15	

Log # {Finance use <u>only</u> }:	
Journal # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico

BUDGET AMENDMENT REQUEST (BAR)

DEPARTMENT / DIVISION NAME PUBLIC UTILITIES/ WASTEWATER	DATE 6/29/2026
--	-------------------

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}
WASTEWATER OPERATIONS/ADMIN-SERVICE CONTRACTS	5000361	510310		250,000	
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}

JUSTIFICATION: (use additional page if needed)
 --Attach supporting documentation/memo
 Transferring funds from WW enterprise cash to Service Contracts account. Please when posting add Anchorbuilt. Please look at memo for more detail.

On-call HVAC instalation and maintenance	\$ 250,000	\$ -
{Complete section below if BAR results in a net change to ANY Fund}		
	Fund(s) Affected	Fund Balance Increase/(Decrease)
	WWMD Enterprise Fund	(250,000)
TOTAL:		(250,000)

Linda Macallister Prepared By {print name}	6/29/2026 Date	{Use this form for Finance Committee/ City Council agenda items ONLY}	Andy Hopkins Budget Officer	06/30/2026 Date
 Division Director Signature {optional}	06/30/2026 Date	CITY COUNCIL APPROVAL City Council		
 Department Director Signature	06/30/2026 Date	Approval Date	Finance Director {≤ \$5,000}	Date
		Agenda Item #:	City Manager {≤ \$60,000}	Date



Michael J. Garcia, Mayor

Dear City Staff,

The Chief Procurement Officer (CPO) must determine whether a **service** is classified as General, Professional, or Construction before a purchase involving services can proceed. This classification ensures that each procurement follows the correct path, including the appropriate procurement method, contract type and term, and insurance requirements.

To improve efficiency and reduce delays for routine service procurements, the Central Purchasing Division (CPD) has issued this Blanket Services Determination (Version 4). This document identifies common service types that have already been reviewed and classified by the CPO. If your scope of work clearly aligns with a listed service, you may rely on this document and do not need to request a separate service determination.

This document is issued in accordance with state statute and City ordinances and is valid through June 30, 2027, for service types that clearly fall within the established categories.

This document does not apply in all situations. A separate CPO determination is required if the scope of work is mixed or hybrid, unclear, unusual, design-build, or not specifically addressed in the categories below. In such cases, staff must request a determination by emailing purchasing_det@santafenm.gov at the outset of the procurement.

The intent of this service determination is to ensure that the correct procurement path is identified early. When that path requires vendor selection through a formal procurement (such as an ITB or RFP), departments must engage CPD during the initial needs and expectations-gathering phase and continue coordination through contract execution.

If you need assistance classifying a service, please contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Animal/k9 boarding - basic
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Automotive mechanical services – all - including vehicle inspection, diagnostics, repair labor, parts replacement, and routine maintenance (e.g., oil changes, brake service, tune-ups, etc.)
- Artwork installation
- Artwork transportation

CoSF

V4 4.17.26

General Services (continued):

- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Biohazard clean-up and disinfection services for crime scenes, homicides, suicides, unattended deaths, car accidents, deadly car crashes and cleanup of police units, along with any other biohazard situations. Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service
- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination
- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service - Includes filter changes, inspections, cleaning, minor repairs, and system diagnostics.

General Services (continued):

- Information Technology - Hosting only
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service
- Locksmith services
- Marine equipment inspection, certification, and repair
- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving

General Services (continued):

- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Traffic control services – including certified flaggers, barricade setup/removal, temporary signage, and traffic control plans (not involving permanent installations or design engineering)
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

Profession Services are listed on the following pages.

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Community Programming
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Hearing officer services

Professional Services (Continued):

- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment
- Insurance Adjusters/Brokers
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Medical – doctors, immunizations, etc.
- Mental health support – Therapists, Counselors, etc.
- Network Cybersecurity Services
- Network Installation
- Physicals
- Planners
- Policy Advisors

Professional Services (Continued):

- Polygraph services
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Social and Human Services - Includes case management, outreach, crisis intervention, supportive housing assistance, and other services intended to support vulnerable or at-risk populations. Services may be delivered by licensed or trained professionals in coordination with public or nonprofit systems.
- Speech writers
- Statisticians
- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Veterinarian services
- Web design and development

Construction Services are listed on the following pages.

The following are Construction Services:

- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Stucco installation, repair, and finishing
- Painting and Finishing (for construction purposes)
- ☒ • Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Disclaimer and signatures listed on the next and final page.

Disclaimer – Scope of this Determination

This blanket *services*’ determination only covers **service type classifications**. It does **not** replace other determinations that must still be issued by the **CPO**. Staff must continue to obtain separate determinations, as applicable, for items such as:

- Procurement **Exemptions**
- **Emergency procurements**
- **Sole sources**
- **Use of existing contracts**
- **Use of cooperative agreements**
- **Multi-term contract** use and term length
- **Awarding multiple vendor contracts** from one solicitation
- **Other determinations or approvals** expressly required by the Procurement Code or the City’s Procurement Manual

If you are unsure whether another type of determination is required, or which type applies, please contact **Purchasing via email** purchasing@santafenm.gov or **Teams (link below)** for guidance before proceeding.

https://teams.microsoft.com/l/team/19%3A6JxaCDNvqv_5QJ4CIFauA2TeGLsKu-y614WgZjGIHNo1%40thread.tacv2/conversations?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f

Travis Dutton-Leyda, Chief Procurement Officer



Date: 06/05/2026

Andrea Phillips, Interim Finance Director and Deputy City Manager


ANDREA PHILLIPS (Jun 5, 2026 16:26:44 MDT)

Date: 06/05/2026

Blanket Services Determination V4 FY26-FY27 Final

Final Audit Report

2026-06-05

Created:	2026-06-05
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAADLqMyGAem5jy5Wocdbfnanoeaw1taO0M
Documents:	Blanket Services Determination V4 FY26-FY27 Final.docx (9 pages)
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Document page count:	9
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Supporting files page count:	0

"Blanket Services Determination V4 FY26-FY27 Final" History

-  Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-06-05 - 10:23:16 PM GMT- IP address: 63.232.20.2
-  Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
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-  Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature
2026-06-05 - 10:24:25 PM GMT
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2026-06-05 - 10:24:35 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE
-  Email viewed by ANDREA PHILLIPS (akphillips@santafenm.gov)
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-  Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)
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-  Agreement completed.
2026-06-05 - 10:26:44 PM GMT

Signature: 

Email: Immacallister@santafenm.gov

Blanket Services Determination V4 FY26-FY27 Final - signed

Final Audit Report

2026-06-29

Created:	2026-06-29
By:	Linda Macallister (Immacallister@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA87IFqm-mDHXznHNFD91BTa1OxR-aRK3s
Documents:	Blanket Services Determination V4 FY26-FY27 Final - signed.pdf (10 pages)
Number of Documents:	1
Document page count:	11
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Supporting files page count:	0

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-  Document created by Linda Macallister (Immacallister@santafenm.gov)
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Signature Date: 2026-06-29 - 3:09:24 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-06-29 - 3:09:24 PM GMT

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2026

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

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

PRODUCER USI Insurance Services, LLC 4100 Osuna Road NE Suite 2-203 Albuquerque, NM 87109	CONTACT NAME: Audry Eagle PHONE (A/C, No, Ext): 505 262-2621 FAX (A/C, No): E-MAIL ADDRESS: Audry.Eagle@usi.com														
INSURED AnchorBuilt, Inc. P.O. Box 27688 Albuquerque, NM 87125-7688	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : Builders Trust of New Mexico</td> <td>99999</td> </tr> <tr> <td>INSURER D : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Casualty Company	20443	INSURER B : Continental Insurance Company	35289	INSURER C : Builders Trust of New Mexico	99999	INSURER D : Valley Forge Insurance Company	20508	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded:250 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	6080684959	03/10/2026	03/10/2027	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	6080684962	03/10/2026	03/10/2027	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$10000	X		6080684976	03/10/2026	03/10/2027	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC1000003908	03/10/2026	03/10/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
A	Stored Material			6080684959	03/10/2026	03/10/2027	*See Desc Of Ops
D	HAPD			6080684962	03/10/2026	03/10/2027	*See Desc Of Ops
A	Leased/Rented Eq			6080684959	03/10/2026	03/10/2027	*See Desc Of Ops

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

Insurer A - Stored Material - Limit \$750,000; Deductible \$2,500 - Temp Storage - Limit \$300,000

Insurer D- HAPD - Limit \$75,000 - Compensation Deductible \$500; Collison Deductible \$500

Insurer A - Leased and Rented Equipment - Limit \$500,000; Deductible \$1,000

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract or (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

CITY OF SANTA FE 200 LINCOLN AVE SANTA FE, NM 87501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

written agreement between the named insured and the certificate holder and with regard to work performed by or on behalf of the named insured. The General Liability and Automobile Liability policies contain a special endorsement with "Primary and Noncontributory" wording, when required by written contract. The General Liability, Automobile Liability, and Workers' Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract. Aggregate limits apply per project. The General Liability, Automobile Liability, and Workers Compensation are in the underlying schedule of the Umbrella policy.

Contractors' General Liability Extension Endorsement**1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

Contractors' General Liability Extension Endorsement

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

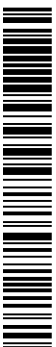
The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:



Contractors' General Liability Extension Endorsement

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or

**Contractors' General Liability Extension Endorsement**

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

l. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or



Contractors' General Liability Extension Endorsement

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

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

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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CONTINENTAL CASUALTY COMPANY

Insured Name: ANCHOR BUILT, INC.

Policy No: 6080684959
Endorsement No: 4
Effective Date: 03/10/2026

Contractors' General Liability Extension Endorsement

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

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

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

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

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

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

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

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

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

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

Contractors' General Liability Extension Endorsement

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

- i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

- ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

- iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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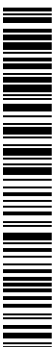
CONTINENTAL CASUALTY COMPANY

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Contractors' General Liability Extension Endorsement

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:**i.** add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

- a. professional health care services** on behalf of the **Named Insured** or
- b.** Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a.** Physician;
- b.** Nurse;
- c.** Nurse practitioner;
- d.** Emergency medical technician;
- e.** Paramedic;
- f.** Dentist;
- g.** Physical therapist;
- h.** Psychologist;
- i.** Speech therapist;
- j.** Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:**a.** add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

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- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's** **volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

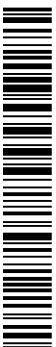
- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:



Contractors' General Liability Extension Endorsement**j. Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

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

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

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

Contractors' General Liability Extension Endorsement

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

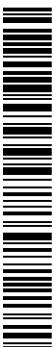
This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

- A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2) the amount shown in the Declarations for Medical Expense Limit.



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- B.** Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

- A.** Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

- B.** Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
 - (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.
2. add the following exclusions:

**Contractors' General Liability Extension Endorsement**

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

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Insured Name: ANCHOR BUILT, INC.

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- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, 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:
- A.** In the performance of your ongoing operations subject to such **written contract**; or
 - B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, 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:

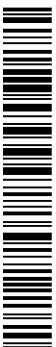
- A.** In the performance of your ongoing operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III.** But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

- IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. Supervisory, inspection, architectural or engineering activities; or
 - B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.
- VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- 1. Primary and non-contributing with other insurance available to the additional insured; or
- 2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

- VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
- 2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury or property damage**; or
2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury or property damage occurrence or personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

40020005960806849595860



CNA75079XX (3-22)

Page 3 of 3

CONTINENTAL CASUALTY COMPANY

Insured Name: ANCHOR BUILT, INC.

Policy No: 6080684959

Endorsement No: 6

Effective Date: 03/10/2026

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 10; Page: 1 of 4

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6080684962

Policy Effective Date: 03/10/2026

Policy Page: 68 of 148

- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

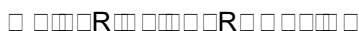
Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

[illegible][illegible]

□ □ □ □ □ r □ □ □ □ d □ □ □

Randy L. Alkin

GB ANCHROBUILT PACKET HVAC #3

Final Audit Report

2026-06-30

Created:	2026-06-30
By:	Linda Macallister (lmmacallister@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAn1Zg1BZpMbzlqEuPzp9LEg9lr47Jx1pM
Documents:	Purchasing_Memo AnchorBuilt HVAC.docx (3 pages) ANCHORBUILT- HVAC CONTRACT legal signed.pdf (15 pages) HVAC BID TAB ALL.xlsx (1 page) anchorbuilt BAR 250,000.xls (1 page) Blanket Services Determination V4 FY26-FY27 Final - signed - signed.pdf (12 pages) anchor COI.pdf (23 pages)
Number of Documents:	6
Document page count:	55
Number of supporting files:	0
Supporting files page count:	0

"GB ANCHROBUILT PACKET HVAC #3" History

-  Document created by Linda Macallister (lmmacallister@santafenm.gov)
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-  Document emailed to Paul Heerbrandt (pfheerbrandt@santafenm.gov) for signature
2026-06-30 - 5:19:06 PM GMT
-  Email viewed by Paul Heerbrandt (pfheerbrandt@santafenm.gov)
2026-06-30 - 5:22:50 PM GMT- IP address: 63.232.20.2
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Signature Date: 2026-06-30 - 5:23:34 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE
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Document e-signed by Jesse Roach (jdroach@santafenm.gov)

Signature Date: 2026-06-30 - 5:57:30 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE



Agreement completed.

2026-06-30 - 5:57:30 PM GMT

The Purchasing Memo

Date: May 26, 2026

To: Governing Body

From: Sebastian Gallegos, Airport Project Manager 
SEBASTIAN GALLEGOS (Jun 9, 2026 08:41:40 MDT)

Via: Jimmy Gunn, Interim Airport Director 
James Garduno, Airport Project Manager 
JAMES GARDUNO (Jun 9, 2026 09:14:48 MDT)

Subject: Santa Fe Regional Airport Landscaping Maintenance and Snow Removal

Vendor Name: Heads Up Contractors, LLC

Vendor Number: 11517

ACTION:

Request for Approval of a General Services Contract with Heads Up Contractors, LLC in the Total Amount of \$1,081,875.00 Including NMGRS for On-Call Landscape and Snow and Ice Control for a Term of Ten (10) Years. (Sebastian Gallegos, Airport Project Manager, sfgallegos@santafenm.gov)

CONTRACT NUMBER:

The FY26 Munis Contract Number is 3260425.

BACKGROUND AND SUMMARY:

The Santa Fe Regional Airport serves as a critical transportation hub for northern New Mexico, supporting commercial air service, general aviation, and essential public services. As airport operations continue to grow, maintaining safe, accessible, and visually appealing facilities is essential to meeting regulatory requirements, operational standards, and passenger expectations. Due to the Airport's high-desert climate, seasonal conditions present unique maintenance challenges. During warmer months, routine landscaping is required to control vegetation growth, maintain clear sightlines, reduce wildlife attractants, and ensure compliance with FAA safety guidelines. Proper grounds maintenance also contributes to the overall aesthetic quality of the Airport, reinforcing a positive first impression for visitors and the traveling public. In winter months, snow and ice accumulation can significantly impact airfield operations, roadway access, and pedestrian safety. Timely and effective snow removal and ice control are critical to maintaining continuous operations, minimizing delays, and ensuring safe access to terminal facilities, parking areas, and support infrastructure. Rapid response is particularly important given the variability and unpredictability of winter weather events in the region. Establishing on-call landscaping and snow/ice control services provides the Airport with the flexibility to respond efficiently to changing conditions without maintaining a full-time, in-house workforce for these seasonal and event-driven needs. This approach ensures that qualified personnel and specialized equipment are readily available to support operational continuity, safety, and regulatory compliance throughout the year. Overall, procuring on-call services for landscaping and snow/ice control is a necessary and cost-effective measure to support the Airport's mission of providing safe, reliable, and high-quality service to the public.

ATTACHMENTS:

General Services Contract
Bid
Certificate of Insurance
Horizons Service List
CPO Determination/Blanket List

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number:

Munis Org Name/Number: 5456050

Munis Object Name/Number: 510310

Budget Officer/Designee: Andy Hopkins Date: 06/29/2026
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was ITB# FY26-ITB-037

Chief Procurement Officer (CPO)/Designee: Johanna Lovato Montano Date: 06/30/2026
CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

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

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____



CITY OF SANTA FE

GENERAL SERVICES CONTRACT

Santa Fe Reginal Airport Landscaping Maintenance and Snow Removal

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and Heads Up Landscape Contractors, LLC herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

- A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.
- B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- C. "Fiscal Year" means the twelve-month period beginning on July 1 and ending on June 30 of the following calendar year.
- D. "Fiscal Year Quarters" means the four three-month periods within the City's fiscal year, defined as follows: Quarter 1 is July 1 through September 30; Quarter 2 is October 1 through December 31; Quarter 3 is January 1 through March 31; and Quarter 4 is April 1 through June 30.

2. Scope of Work

The Contractor shall perform the following work:

This Scope of Work outlines year-round grounds maintenance services for The Santa Fe Regional Airport (“Airport”) to ensure that all landscaped and exterior areas of the airport are safe, attractive, well-maintained, and do not interfere with airport operations or security.

- The Contractor’s personnel must pass background checks and comply with TSA and Airport security regulations where required.
- All work will be conducted with minimal disruption to Airport operations, passengers, and staff.
- Work zones must be properly secured, with warning signage and coordination with Airport operations or facilities departments.

A. Landscape and Irrigation Maintenance shall at a minimum meet the following criteria:

- Remove low-hanging or dead branches that obstruct visibility, signage, or pose hazards to vehicles or pedestrians.
- Inspect and test all irrigation zones monthly during the operating season.
- Perform basic repairs (e.g., head adjustments, minor leaks).
- Coordinate major repairs with Airport facilities personnel.
- Collect and dispose of all plant litter, trash, or debris on each site visit.
- Remove trees as directed by the Airport Director or the Airport Director’s designee (“Airport Director”) using equipment and personnel experienced in working near sensitive infrastructure.
- Grind stumps 6–12 inches below grade unless otherwise directed.
- Backfill and restore disturbed areas with soil and seed or mulch.
- Provide 24/7 emergency response service for fallen or storm-damaged trees.
- Must respond within 4 hours of notification from Airport staff.
- Trim shrubs and ornamental grasses to maintain shape and safety clearance.
- Maintain beds free of litter, weeds, and encroachments.
- Apply herbicides and insecticides in accordance with FAA-approved materials lists and environmental guidelines.
- Prevent invasive vegetation near fencing around the airfield, signage, and utilities.
- All sidewalks shall be blown off and cleared of all debris.
- Excavation and removal of debris and fallen plant material in and around buildings, roads and parking areas.
- Erosion control - when needed around buildings and airfield and the fenceline around the airfield.

- Storm water management.
- Fine grading - all roads and parking areas not paved within the airport boundaries.
- Green waste/waste disposal - there is an onsite green waste disposal area.

B. Snow and Ice Control shall at a minimum meet the following criteria:

- Monitor weather forecasts and initiate pre-treatment with salt/brine for incoming winter weather.
- Plow and clear areas outside the airfield fence including parking lots, roadways, walkways, loading zones, employee access routes, and administrative building entries.
- Avoid snow discharge near stormwater inlets, fire hydrants, ADA ramps, or security gates.
- All pedestrian areas shall be cleared to bare pavement condition.
- Apply deicer to prevent refreezing.
- Use airport-approved, non-corrosive deicing products as directed by the Airport Director.
- Do not use rock salt or chloride-based materials on concrete less than one year old or near sensitive infrastructure.
- Snow hauling off of Airport property must be approved in writing by the Airport Director.

C. Performance standards shall meet the following criteria:

- Landscaped areas must appear healthy, weed-free, and professionally maintained.
- Snow and ice removal shall begin within 2 hours of event start or accumulation.
- No disruption to airport operations is permitted without prior approval by the Airport Director, which shall not be unreasonably withheld or denied.

D. Scheduling and Frequency:

- Landscape and Irrigation Maintenance shall be conducted at least monthly, and more frequently as needed to comply with other standards set forth herein.
- Snow and Ice Control shall begin within two (2) hours after event start or accumulation.

3. Compensation

A. Payment. The City shall compensate the Contractor based on the itemized amounts specified in Exhibit A.

For the services satisfactorily performed as described in the scope of work, the City agrees to pay the contractor an amount not to exceed \$1,000,000.00 for services rendered. The services in the contract include Gross Receipts Tax (GRT). The GRT on this contract is levied pursuant to New Mexico law, currently at the rate of 8.1875% equaling \$81,875.00. The total not to exceed compensation for the contract including GRT is \$1,081,875.00.

The applicable gross receipts tax shall be shown as a separate amount on each billing or request for payment made under the contract, consistent with NMSA 1978, Section 13-1-108.

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms. Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **ten (10) years from date of final signature**. A contract for general services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

5. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

6. Termination

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

B. Notice: City Opportunity to Cure.

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

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

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

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

7. Amendment

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

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

8. Status of Contractor

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

9. Assignment

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

10. Subcontracting

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

11. Non-Collusion

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

12. Inspection of Plant

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

13. Commercial Warranty

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

14. Condition of Proposed Items

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

15. Records and Audit

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

16. Appropriations

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

terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

17. Release

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

18. Confidentiality

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

19. Conflict of Interest

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

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

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

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

20. Approval of Contractor Representatives

The City reserves the right to require a change in the Contractor's assigned representatives if they are not adequately serving the City's needs.

21. Scope of Contract; Merger

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

All terms and conditions of the FY26-ITB-037 - Santa Fe Reginal Airport Landscaping Maintenance and Snow Removal and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

22. Notice

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

23. Equal Opportunity Compliance

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

24. Indemnification

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

25. New Mexico Tort Claims Act

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

26. Applicable Law

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

27. Limitation of Liability

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

28. Incorporation by Reference and Precedence

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

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

29. Workers' Compensation

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

30. Inspection

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

31. Inspection of Services

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

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

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

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

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

1. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and
2. reduce the contract price to reflect the reduced value of the services performed.

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

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

32. Insurance

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

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

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

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

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

33. Impracticality of Performance

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

34. Invalid Term or Condition

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

35. Enforcement of Contract

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

36. Patent, Copyright and Trade Secret Indemnification

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

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

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

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

37. Survival

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

38. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor’s company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor’s disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor’s responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in the "Termination" article of this Contract.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

39. Suspension, Delay or Interruption of Work

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

40. Notification

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

<u>To the City:</u> Sebastian Gallegos Project Manager 121 Aviation Drive Santa Fe, NM 87507 sfgallegos@santafenm.gov 505-695-3538	<u>To the Contractor:</u> Heads Up Landscape Catherine Howle 1 A Crouch Ct, YS Santa Fe Branch Office chowle@yellowstonelandscape.com (505) 810-3121
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Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

41. Succession

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

CONTRACTOR:
HEADS UP LANDSCAPE CONTRACTORS LLC

MICAHEL GARICA, MAYOR

Catherine Howle
[Catherine Howle \(May 11, 2026 09:32:31 MDT\)](#)
CATHERINE HOWLE
BUSINESS DEVELOPMENT MANAGER

DATE: May 11, 2026
NMBTIN: 84-2484507

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Kevin L. Nault
[Kevin L. Nault \(May 12, 2026 14:09:33 MDT\)](#)
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Andrea Phillips
[ANDREA PHILLIPS \(Jul 2, 2026 10:18:12 MDT\)](#)
ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR



City of Santa Fe, NM
Airport
Jimmy Gunn, Airport Director
200 Lincoln Avenue, Santa Fe, NM 87501

EXECUTIVE SUMMARY

ITB No. FY26-ITB-037

Santa Fe Regional Airport Landscaping, Maintenance, and Snow Removal

RESPONSE DEADLINE: January 30, 2026 at 2:00 pm

Report Generated: Tuesday, May 26, 2026

SOLICITATION OVERVIEW

Project Title	Santa Fe Regional Airport Landscaping, Maintenance, and Snow Removal
Project ID	FY26-ITB-037
Project Type	Invitation to Bid
Release Date	November 25, 2025
Due Date	January 30, 2026
Procurement Agent	Kathy Sanchez
Project Description	The City of Santa Fe is seeking bids for the provision of The City of Santa Fe is seeking bids for the provision of: Landscape Maintenance and Snow Removal. This Scope of Work outlines year-round grounds maintenance services for The Santa Fe regional Airport. The objective is to ensure that all landscaped and exterior areas of the airport are safe, attractive, well-maintained, and do not interfere with airport operations or security. .

1. TERMS AND CONDITIONS

- A. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing, or allowances in the manufacturing process, and then only to the extent, if any, specified in this order.
- B. **City Furnished Property:** City furnished property shall be returned to the City upon request in the same condition as received, except for ordinary wear, tear, and modifications ordered hereunder.

- C. **Inspection:** Final inspection and acceptance will be made at the destination. Tangible Personal Property (goods) rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.
- D. **Commercial Warranty:** The Contractor agrees that the supplies or services furnished under the resultant contract shall be covered by the most favorable commercial warranties offered by the Contractor. The rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order.
Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
- E. **Taxes:** Price shall not include New Mexico State Business Tax Identification Number (NMBTIN) (formerly known as gross receipts tax) or local option tax. Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by the Requesting Department.
- F. **Packing, Shipping, and Invoicing:** The Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term. Delivery shall be made as indicated by the Requesting Department. If contractor is unable to meet stated delivery the Requesting Department must be notified. Freight/shipping costs shall be prepaid by the vendor, added at time of invoicing, and shown as a separate line item to be paid by user. Using agency shall only pay exact courier costs, without a markup.
1. The City's Purchase Order/Contract number and the Contractor's name, Requesting Department's name and location shall be shown on each packing and delivery ticket, package, bill of lading, and other correspondence in connection with the shipments. The Requesting Department's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by packing tickets.
 2. The Contractor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each complete shipment.
 3. Invoices must be submitted to the Requesting Department and NOT to CPD.
- G. **Non-Collusion:** In signing this ITB and/or submitting electronically, the Contractor certifies they have not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with the bid submitted to CPD.

- H. **Default:** The City reserves the right to cancel all or any part of this order without cost to the City, if the Contractor fails to meet the provisions of this order 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 City, 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 of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
- I. **Nondiscrimination:** Contractor doing business with the City must follow the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).
- J. **Penalties:** NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
- K. **Payment Provisions: All payments under this Contract are subject to the following provisions.**
1. **Acceptance** - In accordance with Section NMSA 1978, Section 13-1-158, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
 2. **Payment of Invoice** - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due

within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

- L. Items:** All bid items are to be NEW and of most current production, unless otherwise specified.
- M. Workers' Compensation:** The Contractor agrees to comply with State laws and rules pertaining to Workers' Compensation benefits for their employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.
- N. Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Requesting Department are considered material to any work performed under this Contract. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Requesting Department. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Requesting Department shall retain the right to request the removal of any of the Contractor's personnel at any time.
- O. Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the Requesting Department and the City. The Requesting Department shall have the right to audit billings, both before and after payment. Payment for services under this Contract shall not foreclose the right of the Requesting Department to recover excessive or illegal payments.
- P. Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

SOLICITATION STATUS HISTORY

Date	Changed To	Changed By
Sep 4, 2025 2:38 PM	Draft	Kathy Sanchez
Nov 25, 2025 2:15 PM	Review	Kathy Sanchez
Nov 25, 2025 2:16 PM	Final	Kathy Sanchez

EXECUTIVE SUMMARY
ITB No. FY26-ITB-037

Santa Fe Regional Airport Landscaping, Maintenance, and Snow Removal

Date	Changed To	Changed By
Nov 25, 2025 2:16 PM	Post Pending	Kathy Sanchez
Nov 25, 2025 2:17 PM	Open	Kathy Sanchez
Jan 30, 2026 2:00 PM	Pending	OpenGov Bot
Jan 30, 2026 2:24 PM	Evaluation	Kathy Sanchez
Feb 2, 2026 1:59 PM	Pending	Kathy Sanchez
Feb 2, 2026 4:50 PM	Evaluation	Kathy Sanchez

PROPOSALS RECEIVED

Status	Vendor	Contact Info	Submission Date
Submitted	Carrasco Project Management CPM	Sandra Carrasco ed20010603@gmail.com (505) 501-3195	Jan 30, 2026 12:53 PM
Submitted	Cassidy's Landscaping Inc	Bill Cassidy bill@cassidyslandscaping.com (505) 474-4500	Jan 30, 2026 1:29 PM
Submitted	DZ Tree LLC	Dustin Johnson dwj7103@gmail.com (505) 484-9031	Jan 27, 2026 5:47 AM
Submitted	Heads Up Landscape	Catherine Howle chowle@yellowstonelandscape.com (505) 810-3121	Jan 28, 2026 10:20 AM
Submitted	J&B Gardens LLC	Brenda Ramos Almeida brenda@jbgardensnm.com (505) 795-8345	Dec 3, 2025 8:13 PM
Submitted	LR Aquisition, LLC	Renee Guerrero renee.g@tlrnm.com	Jan 12, 2026 8:20 AM

EXECUTIVE SUMMARY

Invitation to Bid - Santa Fe Regional Airport Landscaping, Maintenance, and Snow Removal

EXECUTIVE SUMMARY
ITB No. FY26-ITB-037

Santa Fe Regional Airport Landscaping, Maintenance, and Snow Removal

Status	Vendor	Contact Info	Submission Date
Submitted	Mark A. Lopez Development Inc.	David Montoya david@mldvets.com (303) 999-9201	Jan 29, 2026 8:10 AM
Submitted	Relentless Roofing and Construction LLC	Steven Fierro smfierro@relentlessnm.com (505) 967-7483	Dec 4, 2025 8:44 PM
Submitted	Steamer Inc	Kristen Vernon accounting@proscapenm.com	Dec 5, 2025 2:11 PM
Submitted	yaneztone llc	victor yanez victoryanez84@msn.com (505) 699-0616	Nov 26, 2025 3:23 PM

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Carrasco Project Management CPM	Cassidy's Landscaping Inc	DZ Tree LLC	Heads Up Landscape	J&B Gardens LLC	LR Acquisition, LLC	Mark A. Lopez Development Inc.	Relentless Roofing and Construction LLC	Steamer Inc
Financial Interest	Pass								
Specify by name	No Response	No Response	No Response	No Response	No Response	No Response	No Response	No Response	No Response
NM Gross Receipts Tax # (NIMBTIN)	Pass								
Payment Terms	Pass								

EXECUTIVE SUMMARY

Invitation to Bid - Santa Fe Regional Airport Landscaping, Maintenance, and Snow Removal

EXECUTIVE SUMMARY
ITB No. FY26-ITB-037

Santa Fe Regional Airport Landscaping, Maintenance, and Snow Removal

Question Title	Carrasco Project Management CPM	Cassidy's Landscaping Inc	DZ Tree LLC	Heads Up Landscape	J&B Gardens LLC	LR Aquisition, LLC	Mark A. Lopez Development Inc.	Relentless Roofing and Construction LLC	Steamer Inc
Contractor's Delivery	Pass								
Any information pertaining to your bid and/or New Mexico State Resident Certification can be uploaded here.	Pass		No Response			No Response	No Response	No Response	No Response

Question Title	yanestone llc
Financial Interest	
Specify by name	No Response
NM Gross Receipts Tax # (NMBTIN)	
Payment Terms	
Contractor's Delivery	
Any information pertaining to your bid and/or New Mexico State Resident Certification can be uploaded here.	No Response

QUESTIONS AND ANSWERS

EXECUTIVE SUMMARY

Invitation to Bid - Santa Fe Regional Airport Landscaping, Maintenance, and Snow Removal

Page 7

Approved, Unanswered Questions

Approved, Answers Provided

1. No subject

Dec 1, 2025 12:53 PM

Question: 1. The RFP mentions Snow and Ice control, but the "Price Schedule" does not list any of those types of services. Should there be separate pricing for those services? 2. Are we able to bid on just landscaping services and not snow and ice control to be considered for this contract?

Dec 1, 2025 12:53 PM

Answered by Kathy Sanchez: There should be items for the snow and ice control. An amendment will be issued to include those items. The amendment will clarify if this is an all or none bid.

Dec 1, 2025 3:44 PM

2. Contractor's Delivery

Nov 25, 2025 2:42 PM

Question: What do you mean by contractor's delivery? First, time submitting a bid on this portal.

Nov 25, 2025 2:42 PM

Answered by Kathy Sanchez: This question is pertaining to how you plan on delivering the scope of work. The City is looking at a monthly basis for the scope of work to be performed. So you could put "Monthly" or "within 30 days".

Dec 1, 2025 3:12 PM

3. Service Map Request: Defined common areas under this contract

Dec 2, 2025 12:18 PM

Question: Would it be possible to provide a map of the areas that will be serviced under this contract? There are buildings owned by Signature Aviation and other stand-alone buildings at the entry point of the airport that appear to be part of the airport. I would like to confirm if they are/are not included via a service map. This would eliminate confusion by over/under estimating the project.

Dec 2, 2025 12:18 PM

Answered by Sebastian Gallegos: I have attached a Landmap for this Project. this is all "Airport" property, subject to this project.

Dec 2, 2025 4:03 PM

4. Runway and open-field mowing & weed control

Dec 5, 2025 10:45 AM

Question: Confirmation: Is runway (open-space) mowing included in this contract? Based on your provided map, the open space areas around the runways are included within the highlighted boundaries. If the answer is yes, how often are the open-space areas to be mowed/line-trimmed? During growing season at what height is the native grass to be maintained? Is line-trimming required along runway paths? Weed control on asphalted runways: Are crack weeds to be addressed on the runways?

Dec 5, 2025 10:45 AM

Answered by Sebastian Gallegos: As far as the open areas around the runways and taxiways, this would be a very rare occurrence but would be a possibility. Saying this it would be on an on-call basis. in the case we would require services for this, we would maintain it at approximately 2" to 3", we would not request any services on the runways, taxiways, or ramp areas.

Dec 9, 2025 10:13 AM

ADDENDA & NOTICES

ADDENDA ISSUED:

Addendum #1

Dec 2, 2025 3:01 PM

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Addendum #2

Dec 9, 2025 11:01 AM

Extend the Bid opening date from December 19, 2025 to January 12, 2026. Please use the [See What Changed](#) link to view all other changes made by this addendum.

Addendum #3

Jan 27, 2026 11:00 AM

This amendment is to add question #5 to the Questionnaire Section that will allow vendors to upload any documents needed for their bid.

ADDENDA ACKNOWLEDGEMENTS:

1. Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
yaneztone llc	X	Dec 15, 2025 10:50 PM	Victor Yanez
J&B Gardens LLC	X	Dec 3, 2025 8:07 PM	Brenda Ramos Almeida
Relentless Roofing and Construction LLC	X	Dec 4, 2025 8:28 PM	Steven Fierro
Steamer Inc	X	Dec 5, 2025 2:11 PM	Kristen Vernon
LR Aquisition, LLC	X	Jan 9, 2026 2:29 PM	Renee Guerrero
DZ Tree LLC	X	Dec 5, 2025 7:35 PM	Dustin Johnson
Heads Up Landscape	X	Jan 22, 2026 10:50 AM	Catherine Howle
Mark A. Lopez Development Inc.	X	Jan 29, 2026 7:53 AM	David Montoya
Carrasco Project Management CPM	X	Dec 2, 2025 4:39 PM	Sandra Carrasco

EXECUTIVE SUMMARY

Invitation to Bid - Santa Fe Regional Airport Landscaping, Maintenance, and Snow Removal

EXECUTIVE SUMMARY
ITB No. FY26-ITB-037

Santa Fe Regional Airport Landscaping, Maintenance, and Snow Removal

Cassidy's Landscaping Inc	X	Jan 30, 2026 11:42 AM	Bill Cassidy
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2. Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
yaneztone llc	X	Dec 15, 2025 10:52 PM	Victor Yanez
J&B Gardens LLC	X	Dec 14, 2025 9:02 PM	Brenda Ramos Almeida
Relentless Roofing and Construction LLC	X	Dec 10, 2025 5:17 PM	Steven Fierro
Steamer Inc	X	Dec 12, 2025 8:40 AM	Kristen Vernon
LR Aquisition, LLC	X	Jan 9, 2026 2:29 PM	Renee Guerrero
DZ Tree LLC	X	Dec 26, 2025 10:05 AM	Dustin Johnson
Heads Up Landscape	X	Jan 22, 2026 10:50 AM	Catherine Howle
Mark A. Lopez Development Inc.	X	Jan 29, 2026 7:53 AM	David Montoya
Carrasco Project Management CPM	X	Dec 10, 2025 1:02 PM	Sandra Carrasco
Cassidy's Landscaping Inc	X	Jan 30, 2026 11:42 AM	Bill Cassidy

3. Addendum #3

Proposal	Confirmed	Confirmed At	Confirmed By
yaneztone llc			
J&B Gardens LLC	X	Jan 27, 2026 7:11 PM	Brenda Ramos Almeida
Relentless Roofing and Construction LLC	X	Jan 29, 2026 5:20 AM	Steven Fierro
Steamer Inc	X	Jan 29, 2026 8:36 AM	Kristen Vernon
LR Aquisition, LLC			
DZ Tree LLC	X	Jan 27, 2026 1:14 PM	Dustin Johnson
Heads Up Landscape	X	Jan 27, 2026 2:37 PM	Catherine Howle

EXECUTIVE SUMMARY

Invitation to Bid - Santa Fe Regional Airport Landscaping, Maintenance, and Snow Removal

EXECUTIVE SUMMARY
ITB No. FY26-ITB-037
Santa Fe Reginal Airport Landscaping, Maintenance, and Snow Removal

Mark A. Lopez Development Inc.	X	Jan 29, 2026 7:53 AM	David Montoya
Carrasco Project Management CPM	X	Jan 27, 2026 6:41 PM	Sandra Carrasco
Cassidy's Landscaping Inc	X	Jan 30, 2026 11:42 AM	Bill Cassidy

NOTICES ISSUED:
No Notices issued.

EVALUATION

SELECTED VENDOR TOTALS

Vendor	Total
Heads Up Landscape	\$2,639.23
yaneztone llc	\$2,901.98
Relentless Roofing and Construction LLC	\$3,031.50
J&B Gardens LLC	\$4,522.50
Cassidy's Landscaping Inc	\$4,596.56
Mark A. Lopez Development Inc.	\$4,640.00
Steamer Inc	\$4,695.75
DZ Tree LLC	\$5,684.95
LR Aquisition, LLC	\$6,052.09

EXECUTIVE SUMMARY
ITB No. FY26-ITB-037

Santa Fe Regional Airport Landscaping, Maintenance, and Snow Removal

Vendor	Total
Carrasco Project Management CPM	\$10,833.11

LANDSCAPING

Vendor	Total
Heads Up Landscape	\$2,114.17
Relentless Roofing and Construction LLC	\$2,351.50
yaneztone llc	\$2,901.98
J&B Gardens LLC	\$3,677.50
Mark A. Lopez Development Inc.	\$3,809.00
Cassidy's Landscaping Inc	\$3,915.06
Steamer Inc	\$3,980.75
DZ Tree LLC	\$4,679.50
LR Aquisition, LLC	\$5,161.17
Carrasco Project Management CPM	\$9,568.11

SNOW AND ICE CONTROL

EXECUTIVE SUMMARY

Invitation to Bid - Santa Fe Regional Airport Landscaping, Maintenance, and Snow Removal

EXECUTIVE SUMMARY
 ITB No. FY26-ITB-037
 Santa Fe Reginal Airport Landscaping, Maintenance, and Snow Removal

Vendor	Total
yaneztone llc	\$0.00
Heads Up Landscape	\$525.06
Relentless Roofing and Construction LLC	\$680.00
Cassidy's Landscaping Inc	\$681.50
Steamer Inc	\$715.00
Mark A. Lopez Development Inc.	\$831.00
J&B Gardens LLC	\$845.00
LR Aquisition, LLC	\$890.92
DZ Tree LLC	\$1,005.45
Carrasco Project Management CPM	\$1,265.00

Exhibit A

Line Item	Description	Quantity	Unit of Measure	Unit Cost
1	Brush Removal	1	Hourly	\$73.00
2	Line Trimming	1	Hourly	\$73.00
3	Pruning Herbaceous Plants	1	Hourly	\$73.00
4	Pruning Woody Plants	1	Hourly	\$73.00
5	Mowing	1	Hourly	\$73.00
6	Weed Eating	1	Hourly	\$73.00
8	Stump Grinding	1	Hourly	\$73.00
9	Tree Chipping	1	Hourly	\$73.00
10	Fertilization	1	Pound	\$15.00
11	Pre-Emergent Weed Control	1	Pound	\$1.00
12	Post-Emergent Weed Control	1	Pound	\$.14
13	Tree Removal 1" - 3"	1	Each	\$73.00
14	Tree Removal, 4" - 7"	1	Each	\$73.00
15	Tree Removal 10" - 12"	1	Each	\$81.75
16	Hydro Seeding	1	Square Yard	\$.28
17	Grading	1	Hourly	\$73.00
18	Back Filling	1	Hourly	\$73.00
19	Excavation and Removal	1	Hourly	\$73.00
20	Erosion Control	1	Hourly	\$73.00
21	Superintendent	1	Hourly	\$110.00
22	Superintendent Emergency/After Hours	1	Hourly	\$110.00
23	Foreman	1	Hourly	\$110.00
24	Foreman Emergency/After Hours	1	Hourly	\$110.00
25	Experienced Laborer	1	Hourly	\$58.00
26	Experienced Laborer Emergency/After Hours	1	Hourly	\$110.00
27	Laborer	1	Hourly	\$56.00
28	Laborer Emergency/After Hours	1	Hourly	\$110.00
29	Irrigation Spring Start-Up	1	Hourly	\$110.00
30	Irrigation Winter Shut-Off	1	Hourly	\$110.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost
31	Snow Plow (On Truck)	1	Hourly	\$175.00
32	Snow Plow (On ATV/UTV)	1	Hourly	\$0.00
33	Shovel/snow blow pedestrian areas	1	Hourly	\$125.00
34	Ice Control - New Deal Deicer	1	Square Yard	\$.06
35	Snow hauling off-site	1	Each	\$225.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2026

6/23/2026

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No.): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ACE Property and Casualty Insurance Company INSURER B: Safety National Casualty Corporation INSURER C: Certain Underwriters at Lloyd's, London INSURER D: Aspen Specialty Insurance Company INSURER E: INSURER F:	NAIC # 20699 15105 10717
INSURED 1483804 Heads Up Landscape Contractors, LLC P.O. Box 10597 Albuquerque, NM 87184		

COVERAGES**CERTIFICATE NUMBER:** 23645627**REVISION NUMBER:** XXXXXXXX

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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Pesticide&Herbicide ☒ SIR \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	N	N	GL6676218	4/1/2026	4/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	CA6676217 XEL4069294 - \$1M x \$1M	4/1/2026 4/1/2026	4/1/2027 4/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	N	N	XEUG72569647 005	4/1/2026	4/1/2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 SIR \$ 25,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	LDS4066360	4/1/2026	4/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D	E&O/Prof. Liability Contractor's Pollution	N	N	B0621PYELL003625 ER0144M25	4/21/2025 4/1/2025	10/21/2026 4/1/2027	Limit:\$2M/Retention:\$50K Occurrence:\$3M/Agg:\$3M \$25K SIR

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

Re: Santa Fe Regional airport

CERTIFICATE HOLDER**CANCELLATION** See Attachment

23645627 City Of Santa Fe	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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Policy Forms

General Liability

1. CG 20 10 12 19 Additional Insured - Owners, Lessees or Contractors - Ongoing Operations
2. CG 20 37 12 19 Additional Insured - Owners, Lessees or Contractors - Completed Operations
3. CG 20 28 12 19 Additional Insured - Lessors of Leased Equipment
4. CG 20 07 12 19 Additional Insured - Engineers, Architects or Surveyors
5. CG 24 04 12 19 Waiver of Subrogation
6. CG 20 01 12 19 Primary and Non-Contributory Coverage
7. SNGL 047 0514 Earlier Notice of Cancellation Provided to Third Parties

GALLEGOS, SEBASTIAN F.

From: Sandra Lucero <slucero@horizonsofnewmexico.org>
Sent: Friday, July 18, 2025 10:56 AM
To: GALLEGOS, SEBASTIAN F.
Cc: Matt Loehman; Joseph Perez; gblock@horizonsofnewmexico.org
Subject: Re: First right of refusal inquiry

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

Good morning Sebastian,

After some discussion we will respectfully decline inquiry.

We thank you for the opportunity and look forward to working with you in the future.

Have a wonderful weekend!

On Fri, Jul 18, 2025 at 10:42 AM GALLEGOS, SEBASTIAN F. <sfgallegos@santafenm.gov> wrote:

Good morning, I just wanted to see if you had any update on this Inquiry?

*Thank you,
Sebastian Gallegos
Project Administrator
Santa Fe Regional Airport*

121 Aviation Dr. Santa Fe, NM 87507

sfgallegos@santafenm.gov

Cell 505-695-3538

Office



From: GALLEGOS, SEBASTIAN F.
Sent: Tuesday, July 15, 2025 4:28 PM
To: Matt Loehman <mloehman@horizonsofnewmexico.org>; Joseph Perez <jperez@horizonsofnewmexico.org>; Sandra Lucero <slucero@horizonsofnewmexico.org>
Subject: First right of refusal inquiry

Good afternoon,

I would like to offer you the first right of refusal, please let me know.

Monthly Landscape Maintenance for new short term and long term

parking lots.

Rake and clean all common gravel. Weeds will be Check weekly.

A non-selective herbicide will be sprayed for densely weeded areas.

Sidewalks will be blown clear of leaves and debris

Shrubs will be trimmed as necessary to produce a neat and healthy appearance.

Trees will be trimmed as necessary to produce a neat and healthy appearance. This will be limited to fourteen feet tall and does not include major pruning.

Irrigation

All stations will be checked following service to look for:

1. Proper spray pattern 2. Timer operations

3. Broken lines 4. ON/OFF sequence

4. Line leaks 6. Valve operation

Activate in spring, shut down in fall.

Any malfunctions will be reported immediately.

order prior to commencement of our work.

Snow plowing

- A. Plow snow from parking lot, entrances and exits when more than Three inches Has accumulated.
- B. To combat the formation of ice uses Scoria. Scoria is not an ice melt, but acts like a non-skid and also has melting properties.
- C. Use ice melt that is safe for concrete however the use of ice melt over a period of time will affect concrete areas.

Thank you,

Sebastian Gallegos

Project Administrator

Santa Fe Regional Airport

121 Aviation Dr. Santa Fe, NM 87507

sfgallegos@santafenm.gov

Cell 505-695-3538

Office



SANTA FE
REGIONAL AIRPORT

--
Sandra Lucero
Contracts & Compliance Coordinator
Horizons of New Mexico



City of Santa Fe, New Mexico

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

www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Alma G. Castro, District 1

Michael J. Garcia, District 2

Carol Romero-Wirth, District 2

Lee Garcia, District 3

Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4

Amanda Chavez, District 4

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket **services**' determination and is valid until June 30, 2026, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, specific determinations will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Animal/k9 boarding - basic
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Automotive mechanical services – all - including vehicle inspection, diagnostics, repair labor, parts replacement, and routine maintenance (e.g., oil changes, brake service, tune-ups, etc.)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Biohazard clean-up and disinfection services for crime scenes, homicides, suicides, unattended deaths, car accidents, deadly car crashes and cleanup of police units, along with any other biohazard situations. Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service

General Services (continued):

- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination
- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service - Includes filter changes, inspections, cleaning, minor repairs, and system diagnostics.
- Information Technology - Hosting only
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service

General Services (continued):

- Marine equipment inspection, certification, and repair
- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Traffic control services – including certified flaggers, barricade setup/removal, temporary signage, and traffic control plans (not involving permanent installations or design engineering)
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Hearing officer services
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment

Professional Services (Continued):

- Insurance Adjusters/Brokers
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Medical – doctors, immunizations, etc.
- Mental health support – Therapists, Counselors, etc.
- Network Cybersecurity Services
- Network Installation
- Physicals
- Planners
- Policy Advisors
- Polygraph services
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Social and Human Services - Includes case management, outreach, crisis intervention, supportive housing assistance, and other services intended to support vulnerable or at-risk populations. Services may be delivered by licensed or trained professionals in coordination with public or nonprofit systems.

Professional Services (Continued):

- Speech writers
- Statisticians
- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Veterinarian services
- Web design and development

The following are Construction Services:

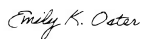
- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Stucco installation, repair, and finishing
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer



Date: 06/30/2025

Emily Oster, Finance Director



Date: 06/30/2025



City of Santa Fe Water

801 W. San Mateo, Santa Fe, N.M. 87505

www.santafenm.gov/water

Jesse Roach PE PhD, Director

Bradley Prada, BDD Facility Manager

John Del Mar PE, Engineering Manager

Jonathan Montoya, Source of Supply Manager

Randy Lopez, Transmission and Distribution Manager

Bill Schneider PG, Water Resources Manager

MEMO

Date: 7/13/2026

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

From: Jesse Roach, Interim Public Utilities Department Director

ITEM:

Amended and Restated BDD Shared Pool Agreement

BACKGROUND:

In 2021 the City of Santa Fe (City) and Santa Fe County (County) each agreed to a Buckman Direct Diversion (BDD) Shared Pool Agreement (Shared Pool Agreement) to make more efficient use of available water resources by making excess County native water rights in a given year available to the City, in exchange for potential use of some amount of that water by the County in a future year. Since 2021, the Shared Pool Agreement has resulted in an average of around 700 AF per year of extra water available to the City, and a current balance of approximately 1000 AF of City water available to the County in the event of supply disruption at BDD.

A version of the 2021 Shared Pool Agreement signed by both the City and County was not recorded with either Clerk. As a result of this, and desiring to clarify the agreement, the City and County approved an updated Shared Pool Agreement in 2024. Having now completed five years of Shared Pool accounting, the City and County wish to amend the 2024 Shared Pool Agreement to clarify certain provisions regarding accounting of credit balances and costs. For clarity, the 2026 Shared Pool Agreement amends and restates in its entirety the 2024 Shared Pool Agreement. This packet includes the proposed Amended and Restated BDD Shared Pool Agreement as well as a redline showing changes from the 2024 Shared Pool Agreement.

REQUEST:

Governing Body review and approval of the Amended and Restated BDD Shared Pool Agreement.

**AMENDED AND RESTATED BUCKMAN
DIRECT DIVERSION (“BDD”) SHARED
POOL AGREEMENT**

This BDD Shared Pool Agreement (“Agreement”) is between Santa Fe County (“County”), a political subdivision of the State of New Mexico, and the City of Santa Fe (“City”), a New Mexico home-rule municipality (together the “Parties”).

Recitals

- A. The County and the City are partners in the BDD pursuant to a Joint Powers Agreement ("JPA") executed on March 7, 2005.
- B. The County and City also executed a Water Resources Agreement on January 11, 2005, and an Amended and Restated Water Resources Agreement on December 14, 2016, (“WRA”) to address utility-to-utility issues.
- C. The City and County entered into a Buckman Shared Pool Agreement on March 12, 2024 (the “2024 Agreement”), to make more efficient use of the Parties’ respective available resources by making currently excess County native water rights available to the City and by making additional City system capacity and water sources available to the County through creation of a BDD Shared Pool. By creation of the BDD Shared Pool, the City will gain access to additional native supply, the County will gain additional back-up and sources of supply when the BDD is not in operation, and both parties will achieve greater flexibility in BDD operations.
- D. The City and County wish to amend the 2024 Agreement to clarify certain provisions regarding accounting of credit balances and costs.
- E. This 2026 agreement amends and restates in its entirety the 2024 Agreement.

Agreement

1. **Establishment of the BDD Shared Pool.** The BDD Shared Pool is hereby created as an accounting pool of water within the BDD that will allow the City, through its Water Division Director, to use additional County native water rights and allow the County, through its Utilities Division Director, to deposit and bank water for later use at times when BDD production is restricted or shut down either for unplanned or uncontrollable reasons, or because of discretionary operational shutdowns of the BDD, as described in Paragraph 3 below. The maximum quantity balance of water credited at any time in the BDD Shared Pool is limited to 1,100 acre-feet (AF), unless the Parties agree in writing to a larger amount. Operation of the BDD Shared Pool is separate from and does not affect the Parties’ current practice of joint use of native and San Juan-Chama Project water pursuant to Optimized Annual Water Rights Accounting as described in the BDD Annual Operating Plan.
2. **Deposits into the BDD Shared Pool.** The City and County will continue to work together to optimize water right utilization as part of annual water operations planning. Each year the BDD will divert for delivery to the City a minimum of 167 AF of County native water,

subject to the following conditions and limitations:

- a. To account for typical unaccounted water losses, 90% of the amount of water diverted will be credited to the County and deposited in the BDD Shared Pool. For example, diversion of 167 AF will result in a deposit of 150 AF.
- b. The quantity diverted may not exceed the quantity made available by the County for that year.
- c. Once the BDD Shared Pool is at its limit of 1,100 AF, no additional deposits may be credited without written approval by the Parties through their respective Division Directors.
- d. When hydrological conditions reasonably preclude diversion of the minimum of 167 AF during a given year, the quantity diverted and the corresponding amount deposited will be based on the actual amount diverted that year.

3. **Withdrawals and Deliveries from the BDD Shared Pool.** The County may withdraw water credits from the BDD Shared Pool and the City shall deliver water from the City's Independent Water System, as defined in the WRA, to the County's requested Points of Delivery, as described in Paragraph 9 of the WRA, under the following terms and conditions:

- a. **Discretionary Shutdowns.** When the City as BDD operator chooses to temporarily shut down the BDD for a discretionary reason, such as for operational efficiency or for system-wide cost savings, the rate of exchange of BDD Shared Pool water credits withdrawn to the quantity of water delivered from the City to the County shall be 1.0 to 1.0, meaning that for every AF delivered by the City to the County, the County's credit balance will be reduced by one AF. Discretionary shutdowns are characterized by a fully functional BDD that could be diverting and treating water throughout. The City may implement a discretionary shutdown of the BDD with a minimum of 3 days written notice to the County. Discretionary shutdowns shall not result in a debit to the BDD Shared Pool in excess of 150 AF per year, shall not result in a negative balance to the BDD Shared Pool, and must be timed and made at a sufficient flow rate so that all County demand otherwise supplied by the BDD will be met by the City from other City sources. A shutdown will be deemed discretionary at any river turbidity if the BDD is functional, and the County has sufficient water credits in the BDD Shared Pool at the end of the prior year to cover deliveries from the City.
- b. **Non-Discretionary Shutdowns.** When BDD production is restricted or shut down completely for any other reason, the rate of exchange of BDD Shared Pool water credits withdrawn to the quantity of water delivered by the City to the County shall be 1.1 to 1.0. In other words, for every AF of water that the City delivers to the County, the County's credit balance will be reduced by 1.1 AF. The Parties acknowledge that this exchange rate appropriately reflects that the City's water stored in Abiquiu Reservoir pursuant to an agreement with the Albuquerque Bernalillo Water Utility Authority is a component of City back-up supply and is subject to a reduction of 10% of the amount stored for rights to such storage. In any calendar year, the City may limit withdrawal from the BDD Shared Pool to 550 AF and the associated delivery of City water to the County to 500 AF if delivery greater than that would result in more than 6,000 AF of groundwater use by the City. The City will exercise reasonable due diligence to make deliveries to the County at the greatest rate practicable, but the rate may be limited to no more than 1 million

gallons per day during a Non-Discretionary shutdown.

- c. BDD Standard Operations Procedure (SOP) during high turbidity. While this agreement covers BDD Shared Pool accounting specifically, a related issue is how BDD operates as a function of river turbidity and availability of backup water sources to the County. An SOP defining BDD operations as a function of these parameters will be developed by BDD staff with City and County input. This SOP will be formalized by inclusion in the BDD Annual Operating Plan as approved by the BDD Board.

4. **Accounting of Credit Balance.** The Parties shall calculate and maintain an annual running balance (“Annual Water Rights Balance”) of the quantity of County water credits available for deposit to or withdrawal from the BDD Shared Pool. The County’s Annual Water Rights Balance shall start at zero each calendar year and be increased by the quantity of County water rights diverted for the City and reduced by the amount of City water rights diverted for the County during the calendar year. At the end of each calendar year, the Annual Water Rights Balance, if positive, shall be the amount available for deposit to the BDD Shared Pool (subject to conditions in Section 2); if the Annual Water Rights Balance is negative at the end of the calendar year, that amount shall be withdrawn from the BDD Shared Pool. Water deliveries from the City’s Independent Water System are accounted separately from the Annual Water Rights Balance deposit or withdrawal process. *See Appendix A.* After all deposits and withdrawals are calculated at the end of each calendar year and added to the prior year’s carryover balance, the County’s BDD Shared Pool balance will be reduced by 10% to reflect evaporative losses of City water in the Abiquiu Reservoir. Upon request by the County, the City at its sole discretion may approve a temporary negative balance. BDD Shared Pool balances shall be carried over to the next year. The Parties will direct BDD staff to administer the BDD Shared Pool based on monthly diversion and use accounting of BDD water. The initial amount of water deposited into the BDD Shared Pool and credited to the County may include, with written approval of both Parties through their respective Division Directors, any prior remaining balance of the County native water diverted by the BDD pursuant to Optimized Annual Water Rights Accounting.

5. **Cost Accounting and Billing.**

- a. City Costs. The City will pay all costs associated with diversion, pumping and treatment of County native water delivered by the BDD to the City under this Agreement.
- b. County Costs. For water the County receives from the City under this Agreement, the County will pay the City at a rate equal to the variable cost of BDD water paid by the County during the same fiscal year in which the BDD Shared Pool water is delivered. For example, during fiscal year 2018-2019, the County paid \$402,354 in variable operating costs (electricity, chemicals, and solids) at BDD for 1,393 AF of treated water, representing a variable cost of \$288.89 per AF. This rate would have been charged for any BDD Shared Pool water delivered that year. Because that rate will not be available until after final BDD invoicing for the fiscal year, the City can bill during the fiscal year using the variable cost of BDD water to the County during the previous fiscal year, with final reconciliation occurring after final BDD invoicing. In addition, for BDD Shared Pool water delivered by the City to the County during BDD

shutdowns, the County will pay the City for wheeling the water through the City system based on the charges specified in the 2024 Wheeling Agreement, or the most current wheeling agreement between the City and County. If during a Non-Discretionary BDD shutdown the County expends all water credits and reaches a zero balance in the BDD Shared Pool and the City does not approve a temporary negative balance as described in Paragraph 4, any additional County use of City water will be billed at the then-current agreed upon wholesale and wheeling charges.

6. **WRA Unaffected.** This Agreement does not amend or affect the terms and conditions of the WRA. In particular, delivery by the City of water to the County from the BDD Shared Pool is separate from and does not affect the County's right to Wholesale Water Delivery from the City under Paragraph 3 of the WRA.

7. **Term.**

a. This Agreement shall be effective on the date of the latest signature below and shall continue thereafter unless terminated pursuant to Paragraph 7(b) below.

b. Either Party may terminate this Agreement for any reason by giving 60 day's written notice of termination to the other Party. If terminated, the BDD Shared Pool balance if any, will be continue to be available for use by the County during BDD shutdowns, consistent with the terms and conditions of this Agreement, until the balance has been fully utilized.

8. **Amendment.** This Agreement may be modified only by a written amendment signed by the Parties.

9. **Dispute Resolution.** The City and County agree to mediate disputes consistent with the Mediation Procedures Act, NMSA 1978, Section 44-7B-1 through 44-7B-6, prior to initiating any litigation, to resolve any conflicts arising under this Agreement, the expenses of which shall be shared equally by the City and County. Disputes shall be first discussed by representatives of each party. Such representatives shall use their best efforts to amicably and promptly resolve the dispute. If the parties are unable to resolve the dispute through informal mechanisms or mediation within 90 days of the occurrence of the event or circumstances giving rise to the dispute, either party may give notice to the other party that the aggrieved party intends to litigate the dispute. Any dispute requiring notice shall be reported to the next meeting of the respective City and County governing bodies.

10. **Entire Agreement.** This Agreement contains the entire agreement between the City and County with regard to the matters set forth herein.

11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns.

12. **Law.** The laws of the State of New Mexico shall govern this Agreement

13. **Notices.** Any notice, demand, request, or information authorized or related to this Agreement shall be deemed to have been given if mailed (return receipt requested), hand delivered or faxed as follows:

To the City:

Water Division Director
City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: 955-4309
Fax: 955-4352

With a copy to:

City Manager City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: (505) 955-6509
Fax: (505) 955-6683

City Attorney City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: (505) 955-6511
Fax: (505) 955-6748

To the County:

Utilities Division Director
Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276
Phone: (505) 992-9870
Fax: (505) 992-3028

With a copy to:

County Manager
Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276
Phone: (505) 986-6200
Fax: (505) 986-2740

County Attorney
Santa Fe County
PO Box 276
Santa Fe, NM 87504-0276
Phone: (505) 986-6279
Fax: (505) 986-6362

a. Notice shall be deemed to have been given based upon the method of delivery, as follows: notices sent by facsimile or hand delivered shall be deemed given on the date of delivery, as evidenced, with respect to facsimile delivery, by a printout showing successful transmission of all pages included in the notice; notices sent by mail shall be deemed given three business days after the notice is mailed with postage prepaid.

b. A Party may change the persons to whom or addresses or fax numbers at which notice shall be given by giving all other Parties and the Authority notice of the change in accordance with this Article.

IN WITNESS WHEREOF, each of the City of Santa Fe, New Mexico, and the County of Santa Fe, New Mexico, has caused this Agreement to be executed and delivered by its duly authorized representatives as of the date specified below.

CITY OF SANTA FE

Michael Garcia, Mayor

Date

Attestation:

Geraldyn Cardenas, City Clerk

Date

Approved as to form:

Marcos D. Martínez
[Marcos D. Martinez \(Jun 24, 2026 08:27:53 MDT\)](#)

Marcos D. Martinez, City Attorney

Jun 24, 2026

Date

Approved as to Finance:

Monica Maestas, Finance Director

Date

SANTA FE COUNTY

Gregory S. Shaffer
Santa Fe County Manager

Date

Approved as to form:

Walker Boyd
Santa Fe County Attorney

Date

BUCKMAN DIRECT DIVERSION BOARD

Agreement Acknowledged by the
Buckman Direct Diversion Board

By: _____

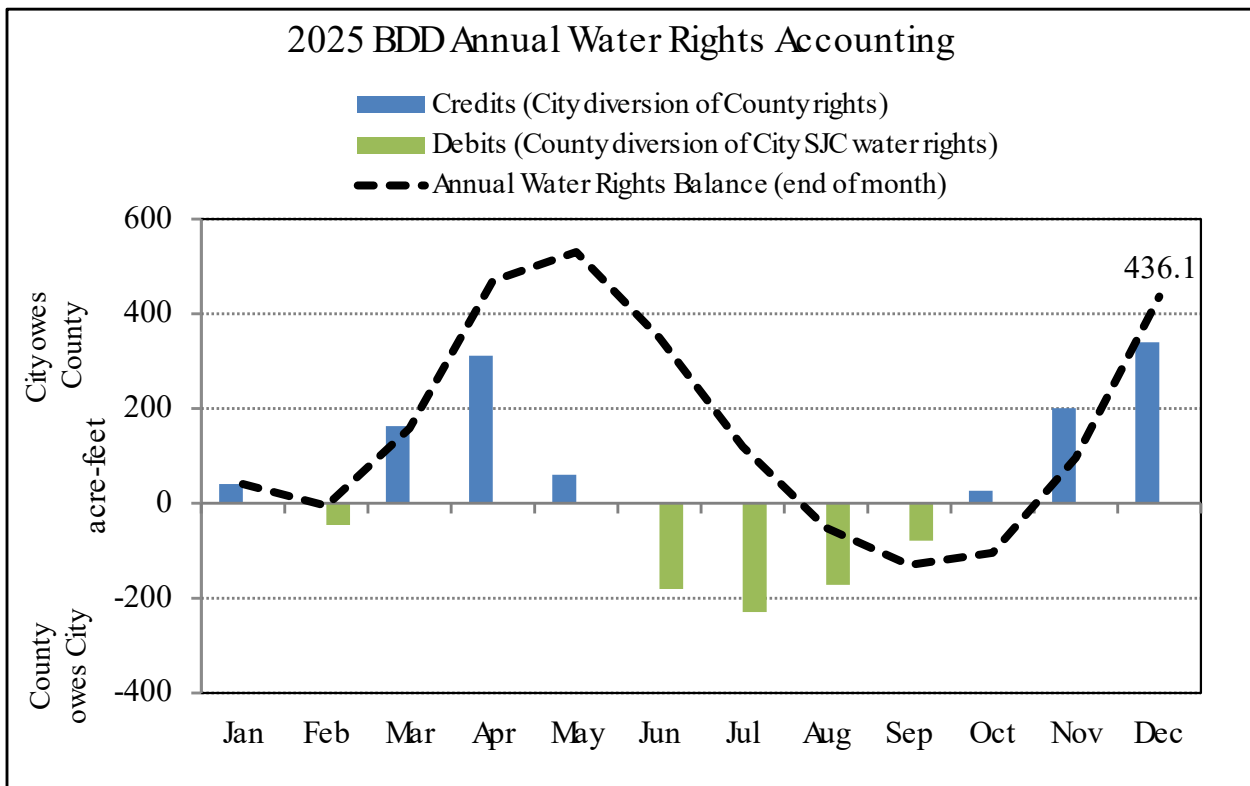
Date

APPENDIX A **TO AMENDED AND RESTATED BDD SHARED POOL AGREEMENT**

Shared Pool Accounting for 2025

2025 Shared Pool Accounting	AF
1. "Annual Water Rights" Ending Balance (see figure below)	436.1
2. Section 2.a Deposit to Shared Pool (#1 minus 10% UAW)	392.5
3. Section 3.a Withdrawals, discretionary shutdown	0.0
4. 'Section 3.b Withdrawals, non-discretionary shutdown*	-22.5
5. Net Available for deposit (+) or withdrawal (-) (#2 + #3 + #4)	370.0
6. Carryover from 2024	1,100.0
7. County water credit balance, Dec. 31 (#5 + #6))	1,470.0
8. Section 4 evaporative losses (#7 * -10%)	-147.0
9. Potential carryover (#7 + #8)	1,323.0
10. Carryover to 2026 (lesser of 1,100 and #9)	1,100.0

*4 days of non-discretionary shutdown in August. Volume of use 20.1 AF * 1.1 withdrawal ratio for non-discretionary shutdowns



**AMENDED AND RESTATED BUCKMAN
DIRECT DIVERSION (“BDD”) SHARED
POOL AGREEMENT**

This BDD Shared Pool Agreement (“Agreement”) is between Santa Fe County (“County”), a political subdivision of the State of New Mexico, and the City of Santa Fe (“City”), a New Mexico home-rule municipality (together the “Parties”).

Recitals

A. The County and the City are partners in the BDD pursuant to a Joint Powers Agreement (“JPA”) executed on March 7, 2005.

B. The County and City also executed a Water Resources Agreement on January 11, 2005, and an Amended and Restated Water Resources Agreement on December 14, 2016, (“WRA”) to address utility-to-utility issues.

C. The City and County entered into a Buckman Shared Pool Agreement on March 12, 2024 (the “2024 Agreement”). ~~The purpose of this Agreement is~~ to make more efficient use of the Parties’ respective available resources by making currently excess County native water rights available to the City and by making additional City system capacity and water sources available to the County through creation of a BDD Shared Pool. By creation of the BDD Shared Pool, the City will gain access to additional native supply, the County will gain additional back-up and sources of supply when the BDD is not in operation, and both parties will achieve greater flexibility in BDD operations.

D. The City and County wish to amend the 2024 Agreement to clarify certain provisions regarding accounting of credit balances and costs.

E. This 2026 agreement amends and restates-replaces in its entirety a previous Shared Pool Agreement executed by the County and City in March of 2024the 2024 Agreement.

Agreement

1. **Establishment of the BDD Shared Pool.** The BDD Shared Pool is hereby created as an accounting pool of water within the BDD that will allow the City, through its Water Division Director, to use additional County native water rights and allow the County, through its Utilities Division Director, to deposit and bank water for later use at times when BDD production is restricted or shut down either for unplanned or uncontrollable reasons, or because of discretionary operational shutdowns of the BDD, as described in Paragraph 3 below. The maximum quantity balance of water credited at any time in the BDD Shared Pool is limited to 1,100 acre-feet (AF), unless the Parties agree in writing to a larger amount. Operation of the BDD Shared Pool is separate from and does not affect the Parties’ current practice of joint use of native and San Juan-Chama Project water pursuant to Optimized Annual Water Rights Accounting as described in the BDD Annual Operating Plan.

- a. **Deposits into the BDD Shared Pool.** The City and County will continue to work together to optimize water right utilization as part of annual water operations planning. Each year the BDD will divert for delivery to the City a minimum of 167 AF of County native water, subject to the following conditions and limitations:

2.

~~To account for typical unaccounted water losses, 90% of the amount of water diverted will be credited to the County and deposited in the BDD Shared Pool. For example, diversion of 167 AF will result in a deposit of 150 AF.~~

- a. To account for typical unaccounted water losses, 90% of the amount of water diverted will be credited to the County and deposited in the BDD Shared Pool. For example, diversion of 167 AF will result in a deposit of 150 AF.
- b. The quantity diverted may not exceed the quantity made available by the County for that year.
- c. Once the BDD Shared Pool is at its limit of 1,100 AF, no additional deposits may be credited without written approval by the Parties through their respective Division Directors.
- d. When hydrological conditions reasonably preclude diversion of the minimum of 167 AF during a given year, the quantity diverted and the corresponding amount deposited will be based on the actual amount diverted that year.

2.3. Withdrawals and Deliveries from the BDD Shared Pool. The County may withdraw water credits from the BDD Shared Pool and the City shall deliver water from the City's Independent Water System, as defined in the WRA, to the County's requested Points of Delivery, as described in Paragraph 9 of the WRA, under the following terms and conditions:

- a. Discretionary Shutdowns. When the City as BDD operator chooses to temporarily shut down the BDD for a discretionary reason, such as for operational efficiency or for system-wide cost savings, the rate of exchange of BDD Shared Pool water credits withdrawn to the quantity of water delivered from the City to the County shall be 1.0 to 1.0, meaning that for every AF delivered by the City to the County, the County's credit balance will be reduced by one AF. Discretionary shutdowns are characterized by a fully functional BDD that could be diverting and treating water throughout. The City may implement a discretionary shutdown of the BDD with a minimum of 3 day²s written notice to the County. Discretionary shutdowns shall not result in a debit to the BDD Shared Pool in excess of 150 AF per year, shall not result in a negative balance to the BDD Shared Pool, and must be timed and made at a sufficient flow rate so that all County demand otherwise supplied by the BDD will be met by the City from other City sources. A shutdown will be deemed discretionary at any river turbidity if the BDD is functional, and the County has sufficient water credits in the BDD Shared Pool at the end of the prior year to cover deliveries from the City.
- b. Non-Discretionary Shutdowns. When BDD production is restricted or shut down completely for any other reason, the rate of exchange of BDD Shared Pool water credits withdrawn to the quantity of water delivered by the City to the County shall be 1.1 to 1.0. In other words, for every AF of water that the City delivers to the County, the County's credit balance will be reduced by 1.1 AF. The Parties acknowledge that this exchange rate appropriately reflects that the City's water stored in Abiquiu Reservoir pursuant to an agreement with the Albuquerque Bernalillo Water Utility Authority is a component of City back-up supply and is subject to a ~~one-time~~ reduction of 10% of the amount stored for rights to such storage. In any calendar year, the City may limit withdrawal from the BDD Shared Pool to 550 AF and the associated delivery of City water to the County to 500 AF if

delivery greater than that would result in more than 6,000 AF of groundwater use by the City. The City will exercise reasonable due diligence to make deliveries to the County at the greatest rate practicable, but the rate may be limited to no more than 1 million gallons per day during a Non-Discretionary shutdown.

- c. BDD Standard Operations Procedure (SOP) during high turbidity. While this agreement covers BDD Shared Pool accounting specifically, a related issue is how BDD operates as a function of river turbidity and availability of backup water sources to the County. An SOP defining BDD operations as a function of these parameters will be developed by BDD staff with City and County input. This SOP will be formalized by inclusion in the BDD Annual Operating Plan as approved by the BDD Board.

3.4. Accounting of Credit Balance. The Parties shall calculate and maintain an annual running balance (“Annual Water Rights Balance”) of the quantity of County water credits available for deposit to or withdrawal from the BDD Shared Pool. The County’s Annual Water Rights Balance shall start at zero each calendar year, and be increased by the quantity of County water ~~delivered to~~ rights diverted for the City ~~under Paragraph 2~~ and reduced by the amount of City water rights diverted for water delivered by the City to the County ~~under Paragraph 3~~ during the calendar year. At the end of each calendar year, the Annual Water Rights Balance, if positive, shall be the amount available for deposit to the BDD Shared Pool (subject to conditions in Section 2); if the Annual Water Rights Balance is negative at the end of the calendar year, that amount shall be withdrawn from the BDD Shared Pool. ~~Water deliveries from the City’s Independent Water System Withdrawals in accordance with Section 3 are performed~~ accounted separately from the Annual Water Rights Balance deposit or withdrawal process. See Appendix A. After all deposits and withdrawals ~~(as per Section 3)~~ are calculated at the end of each calendar year and added to the prior year’s carryover balance, the County’s BDD Shared Pool balance will be reduced by 10% to reflect evaporative losses of City water in the Abiquiu Reservoir. Upon request by the County, the City at its sole discretion may approve a temporary negative balance. BDD Shared Pool balances shall be carried over to the next year. The Parties will direct BDD staff to administer the BDD Shared Pool based on monthly diversion and use accounting of BDD water. The initial amount of water deposited into the BDD Shared Pool and credited to the County may include, with written approval of both Parties through their respective Division Directors, any prior remaining balance of the County native water diverted by the BDD pursuant to Optimized Annual Water Rights Accounting.

4.5. Cost Accounting and Billing.

- a. City Costs. The City will pay all costs associated with diversion, pumping and treatment of County native water delivered by the BDD to the City under this Agreement.
- b. County Costs. For water the County receives from the City under this Agreement, the County will pay the City at a rate equal to the variable cost of BDD water paid by the County during the same fiscal year in which the BDD Shared Pool water is delivered. For example, during fiscal year 2018-2019, the County paid \$402,354 in variable operating costs (electricity, chemicals, and solids) at BDD for 1,393 AF of treated water, representing a variable cost of \$288.89 per AF. This rate would have been charged for any BDD Shared Pool water delivered that year. Because that rate will

not be available until after final BDD invoicing for the fiscal year, the City can bill during the fiscal year using the variable cost of BDD water to the County during the previous fiscal year, with final reconciliation occurring after final BDD invoicing. In addition, for BDD Shared Pool water delivered by the City to the County during ~~Non-Discretionary-BDD~~ shutdowns, the County will pay the City for wheeling the water through the City system based on the rate-charges specified in the WRA2024 Wheeling Agreement, or the most current wheeling agreement between the City and County. ~~The County will not pay a wheeling fee for water delivered by the City during Discretionary shutdowns.~~ If during a Non- Discretionary BDD shutdown the County expends all water credits and reaches a zero balance in the BDD Shared Pool and the City does not approve a temporary negative balance as described in Paragraph 4, any additional County use of City water will be billed at the then-current agreed upon wholesale and wheeling ratescharges.

5.6. WRA Unaffected. This Agreement does not amend or affect the terms and conditions of the WRA. In particular, delivery by the City of water to the County from the BDD Shared Pool is separate from and does not affect the County's right to Wholesale Water Delivery from the City under Paragraph 3 of the WRA.

6.7. Term.

a. This Agreement shall be effective on the date of the latest signature below and shall continue thereafter unless terminated pursuant to Paragraph 7(b) below.

b. Either Party may terminate this Agreement for any reason by giving 60 day's written notice of termination to the other Party. If terminated, the BDD Shared Pool balance if any, will be continue to be available for use by the County during BDD shutdowns, consistent with the terms and conditions of this Agreement, until the balance has been fully utilized.

7.8. Amendment. This Agreement may be modified only by a written amendment signed by the Parties.

8.9. Dispute Resolution. The City and County agree to mediate disputes consistent with the Mediation Procedures Act, NMSA 1978, Section 44-7B-1 through 44-7B-6, prior to initiating any litigation, to resolve any conflicts arising under this Agreement, the expenses of which shall be shared equally by the City and County. Disputes shall be first discussed by representatives of each party. Such representatives shall use their best efforts to amicably and promptly resolve the dispute. If the parties are unable to resolve the dispute through informal mechanisms or mediation within 90 days of the occurrence of the event or circumstances giving rise to the dispute, either party may give notice to the other party that the aggrieved party intends to litigate the dispute. Any dispute requiring notice shall be reported to the next meeting of the respective City and County governing bodies.

9.10. Entire Agreement. This Agreement contains the entire agreement between the City and County with regard to the matters set forth herein.

10.11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns.

11.12. Law. The laws of the State of New Mexico shall govern this Agreement

12.13. Notices. Any notice, demand, request, or information authorized or related to this Agreement shall be deemed to have been given if mailed (return receipt requested), hand delivered or faxed as follows:

To the City:

Water Division Director
City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: 955-4309
Fax: 955-4352

With a copy to:

City Manager City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: (505) 955-6509
Fax: (505) 955-6683

City Attorney City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: (505) 955-6511
Fax: (505) 955-6748

To the County:

Utilities Division Director
Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276
Phone: (505) 992-9870
Fax: (505) 992-3028

With a copy to:

County Manager
Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276
Phone: (505) 986-6200
Fax: (505) 986-2740

County Attorney
Santa Fe County
PO Box 276
Santa Fe, NM 87504-0276
Phone: (505) 986-6279
Fax: (505) 986-6362

a. Notice shall be deemed to have been given based upon the method of delivery, as follows: notices sent by facsimile or hand delivered shall be deemed given on the date of delivery, as evidenced, with respect to facsimile delivery, by a printout showing successful transmission of all pages included in the notice; notices sent by mail shall be deemed given three business days after the notice is mailed with postage prepaid.

b. A Party may change the persons to whom or addresses or fax numbers at which notice shall be given by giving all other Parties and the Authority notice of the change in accordance with this Article.

IN WITNESS WHEREOF, each of the City of Santa Fe, New Mexico, and the County of Santa Fe, New Mexico, has caused this Agreement to be executed and delivered by its duly authorized representatives as of the date specified below.

CITY OF SANTA FE

~~Alan M. Webber~~ Michael Garcia, Mayor

Date

Attestation:

Date

Printed Name: _____ Geralyn Cardenas, _____
City of Santa Fe Clerk

Approved as to form:

~~Erin K. McSherry~~ Marcos D. Martinez, City Attorney

Date

Approved as to Finance:

~~Emily Oster~~ Monica Maestas, Finance Director

Date

SANTA FE COUNTY

Gregory S. Shaffer
Santa Fe County Manager

Date

Approved as to form:

~~Jeff Young~~ Walker Boyd
Santa Fe County Attorney

Date

~~Finance Division:~~

~~Yvonne S. Herrera~~
~~Finance Director~~

Date

BUCKMAN DIRECT DIVERSION BOARD

Agreement Acknowledged by the
Buckman Direct Diversion Board

By: _____

Date



City of Santa Fe Water

801 W. San Mateo, Santa Fe, N.M. 87505

www.santafenm.gov/water

Jesse Roach PE PhD, Director

Bradley Prada, BDD Facility Manager

John Del Mar PE, Engineering Manager

Jonathan Montoya, Source of Supply Manager

Randy Lopez, Transmission and Distribution Manager

Bill Schneider PG, Water Resources Manager

MEMO

Date: 7/13/2026

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

From: Jesse Roach, Interim Public Utilities Department Director

ITEM:

Amended and Restated BDD Shared Pool Agreement

BACKGROUND:

In 2021 the City of Santa Fe (City) and Santa Fe County (County) each agreed to a Buckman Direct Diversion (BDD) Shared Pool Agreement (Shared Pool Agreement) to make more efficient use of available water resources by making excess County native water rights in a given year available to the City, in exchange for potential use of some amount of that water by the County in a future year. Since 2021, the Shared Pool Agreement has resulted in an average of around 700 AF per year of extra water available to the City, and a current balance of approximately 1000 AF of City water available to the County in the event of supply disruption at BDD.

A version of the 2021 Shared Pool Agreement signed by both the City and County was not recorded with either Clerk. As a result of this, and desiring to clarify the agreement, the City and County approved an updated Shared Pool Agreement in 2024. Having now completed five years of Shared Pool accounting, the City and County wish to amend the 2024 Shared Pool Agreement to clarify certain provisions regarding accounting of credit balances and costs. For clarity, the 2026 Shared Pool Agreement amends and restates in its entirety the 2024 Shared Pool Agreement. This packet includes the proposed Amended and Restated BDD Shared Pool Agreement as well as a redline showing changes from the 2024 Shared Pool Agreement.

REQUEST:

Governing Body review and approval of the Amended and Restated BDD Shared Pool Agreement.

**AMENDED AND RESTATED BUCKMAN
DIRECT DIVERSION (“BDD”) SHARED
POOL AGREEMENT**

This BDD Shared Pool Agreement (“Agreement”) is between Santa Fe County (“County”), a political subdivision of the State of New Mexico, and the City of Santa Fe (“City”), a New Mexico home-rule municipality (together the “Parties”).

Recitals

- A. The County and the City are partners in the BDD pursuant to a Joint Powers Agreement ("JPA") executed on March 7, 2005.
- B. The County and City also executed a Water Resources Agreement on January 11, 2005, and an Amended and Restated Water Resources Agreement on December 14, 2016, (“WRA”) to address utility-to-utility issues.
- C. The City and County entered into a Buckman Shared Pool Agreement on March 12, 2024 (the “2024 Agreement”), to make more efficient use of the Parties’ respective available resources by making currently excess County native water rights available to the City and by making additional City system capacity and water sources available to the County through creation of a BDD Shared Pool. By creation of the BDD Shared Pool, the City will gain access to additional native supply, the County will gain additional back-up and sources of supply when the BDD is not in operation, and both parties will achieve greater flexibility in BDD operations.
- D. The City and County wish to amend the 2024 Agreement to clarify certain provisions regarding accounting of credit balances and costs.
- E. This 2026 agreement amends and restates in its entirety the 2024 Agreement.

Agreement

1. **Establishment of the BDD Shared Pool.** The BDD Shared Pool is hereby created as an accounting pool of water within the BDD that will allow the City, through its Water Division Director, to use additional County native water rights and allow the County, through its Utilities Division Director, to deposit and bank water for later use at times when BDD production is restricted or shut down either for unplanned or uncontrollable reasons, or because of discretionary operational shutdowns of the BDD, as described in Paragraph 3 below. The maximum quantity balance of water credited at any time in the BDD Shared Pool is limited to 1,100 acre-feet (AF), unless the Parties agree in writing to a larger amount. Operation of the BDD Shared Pool is separate from and does not affect the Parties’ current practice of joint use of native and San Juan-Chama Project water pursuant to Optimized Annual Water Rights Accounting as described in the BDD Annual Operating Plan.
2. **Deposits into the BDD Shared Pool.** The City and County will continue to work together to optimize water right utilization as part of annual water operations planning. Each year the BDD will divert for delivery to the City a minimum of 167 AF of County native water,

subject to the following conditions and limitations:

- a. To account for typical unaccounted water losses, 90% of the amount of water diverted will be credited to the County and deposited in the BDD Shared Pool. For example, diversion of 167 AF will result in a deposit of 150 AF.
- b. The quantity diverted may not exceed the quantity made available by the County for that year.
- c. Once the BDD Shared Pool is at its limit of 1,100 AF, no additional deposits may be credited without written approval by the Parties through their respective Division Directors.
- d. When hydrological conditions reasonably preclude diversion of the minimum of 167 AF during a given year, the quantity diverted and the corresponding amount deposited will be based on the actual amount diverted that year.

3. **Withdrawals and Deliveries from the BDD Shared Pool.** The County may withdraw water credits from the BDD Shared Pool and the City shall deliver water from the City's Independent Water System, as defined in the WRA, to the County's requested Points of Delivery, as described in Paragraph 9 of the WRA, under the following terms and conditions:

- a. **Discretionary Shutdowns.** When the City as BDD operator chooses to temporarily shut down the BDD for a discretionary reason, such as for operational efficiency or for system-wide cost savings, the rate of exchange of BDD Shared Pool water credits withdrawn to the quantity of water delivered from the City to the County shall be 1.0 to 1.0, meaning that for every AF delivered by the City to the County, the County's credit balance will be reduced by one AF. Discretionary shutdowns are characterized by a fully functional BDD that could be diverting and treating water throughout. The City may implement a discretionary shutdown of the BDD with a minimum of 3 days written notice to the County. Discretionary shutdowns shall not result in a debit to the BDD Shared Pool in excess of 150 AF per year, shall not result in a negative balance to the BDD Shared Pool, and must be timed and made at a sufficient flow rate so that all County demand otherwise supplied by the BDD will be met by the City from other City sources. A shutdown will be deemed discretionary at any river turbidity if the BDD is functional, and the County has sufficient water credits in the BDD Shared Pool at the end of the prior year to cover deliveries from the City.
- b. **Non-Discretionary Shutdowns.** When BDD production is restricted or shut down completely for any other reason, the rate of exchange of BDD Shared Pool water credits withdrawn to the quantity of water delivered by the City to the County shall be 1.1 to 1.0. In other words, for every AF of water that the City delivers to the County, the County's credit balance will be reduced by 1.1 AF. The Parties acknowledge that this exchange rate appropriately reflects that the City's water stored in Abiquiu Reservoir pursuant to an agreement with the Albuquerque Bernalillo Water Utility Authority is a component of City back-up supply and is subject to a reduction of 10% of the amount stored for rights to such storage. In any calendar year, the City may limit withdrawal from the BDD Shared Pool to 550 AF and the associated delivery of City water to the County to 500 AF if delivery greater than that would result in more than 6,000 AF of groundwater use by the City. The City will exercise reasonable due diligence to make deliveries to the County at the greatest rate practicable, but the rate may be limited to no more than 1 million

gallons per day during a Non-Discretionary shutdown.

- c. BDD Standard Operations Procedure (SOP) during high turbidity. While this agreement covers BDD Shared Pool accounting specifically, a related issue is how BDD operates as a function of river turbidity and availability of backup water sources to the County. An SOP defining BDD operations as a function of these parameters will be developed by BDD staff with City and County input. This SOP will be formalized by inclusion in the BDD Annual Operating Plan as approved by the BDD Board.

4. **Accounting of Credit Balance.** The Parties shall calculate and maintain an annual running balance (“Annual Water Rights Balance”) of the quantity of County water credits available for deposit to or withdrawal from the BDD Shared Pool. The County’s Annual Water Rights Balance shall start at zero each calendar year and be increased by the quantity of County water rights diverted for the City and reduced by the amount of City water rights diverted for the County during the calendar year. At the end of each calendar year, the Annual Water Rights Balance, if positive, shall be the amount available for deposit to the BDD Shared Pool (subject to conditions in Section 2); if the Annual Water Rights Balance is negative at the end of the calendar year, that amount shall be withdrawn from the BDD Shared Pool. Water deliveries from the City’s Independent Water System are accounted separately from the Annual Water Rights Balance deposit or withdrawal process. *See Appendix A.* After all deposits and withdrawals are calculated at the end of each calendar year and added to the prior year’s carryover balance, the County’s BDD Shared Pool balance will be reduced by 10% to reflect evaporative losses of City water in the Abiquiu Reservoir. Upon request by the County, the City at its sole discretion may approve a temporary negative balance. BDD Shared Pool balances shall be carried over to the next year. The Parties will direct BDD staff to administer the BDD Shared Pool based on monthly diversion and use accounting of BDD water. The initial amount of water deposited into the BDD Shared Pool and credited to the County may include, with written approval of both Parties through their respective Division Directors, any prior remaining balance of the County native water diverted by the BDD pursuant to Optimized Annual Water Rights Accounting.

5. **Cost Accounting and Billing.**

- a. City Costs. The City will pay all costs associated with diversion, pumping and treatment of County native water delivered by the BDD to the City under this Agreement.
- b. County Costs. For water the County receives from the City under this Agreement, the County will pay the City at a rate equal to the variable cost of BDD water paid by the County during the same fiscal year in which the BDD Shared Pool water is delivered. For example, during fiscal year 2018-2019, the County paid \$402,354 in variable operating costs (electricity, chemicals, and solids) at BDD for 1,393 AF of treated water, representing a variable cost of \$288.89 per AF. This rate would have been charged for any BDD Shared Pool water delivered that year. Because that rate will not be available until after final BDD invoicing for the fiscal year, the City can bill during the fiscal year using the variable cost of BDD water to the County during the previous fiscal year, with final reconciliation occurring after final BDD invoicing. In addition, for BDD Shared Pool water delivered by the City to the County during BDD

shutdowns, the County will pay the City for wheeling the water through the City system based on the charges specified in the 2024 Wheeling Agreement, or the most current wheeling agreement between the City and County. If during a Non-Discretionary BDD shutdown the County expends all water credits and reaches a zero balance in the BDD Shared Pool and the City does not approve a temporary negative balance as described in Paragraph 4, any additional County use of City water will be billed at the then-current agreed upon wholesale and wheeling charges.

6. **WRA Unaffected.** This Agreement does not amend or affect the terms and conditions of the WRA. In particular, delivery by the City of water to the County from the BDD Shared Pool is separate from and does not affect the County's right to Wholesale Water Delivery from the City under Paragraph 3 of the WRA.

7. **Term.**

a. This Agreement shall be effective on the date of the latest signature below and shall continue thereafter unless terminated pursuant to Paragraph 7(b) below.

b. Either Party may terminate this Agreement for any reason by giving 60 day's written notice of termination to the other Party. If terminated, the BDD Shared Pool balance if any, will be continue to be available for use by the County during BDD shutdowns, consistent with the terms and conditions of this Agreement, until the balance has been fully utilized.

8. **Amendment.** This Agreement may be modified only by a written amendment signed by the Parties.

9. **Dispute Resolution.** The City and County agree to mediate disputes consistent with the Mediation Procedures Act, NMSA 1978, Section 44-7B-1 through 44-7B-6, prior to initiating any litigation, to resolve any conflicts arising under this Agreement, the expenses of which shall be shared equally by the City and County. Disputes shall be first discussed by representatives of each party. Such representatives shall use their best efforts to amicably and promptly resolve the dispute. If the parties are unable to resolve the dispute through informal mechanisms or mediation within 90 days of the occurrence of the event or circumstances giving rise to the dispute, either party may give notice to the other party that the aggrieved party intends to litigate the dispute. Any dispute requiring notice shall be reported to the next meeting of the respective City and County governing bodies.

10. **Entire Agreement.** This Agreement contains the entire agreement between the City and County with regard to the matters set forth herein.

11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns.

12. **Law.** The laws of the State of New Mexico shall govern this Agreement

13. **Notices.** Any notice, demand, request, or information authorized or related to this Agreement shall be deemed to have been given if mailed (return receipt requested), hand delivered or faxed as follows:

To the City:

Water Division Director
City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: 955-4309
Fax: 955-4352

With a copy to:

City Manager City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: (505) 955-6509
Fax: (505) 955-6683

City Attorney City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: (505) 955-6511
Fax: (505) 955-6748

To the County:

Utilities Division Director
Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276
Phone: (505) 992-9870
Fax: (505) 992-3028

With a copy to:

County Manager
Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276
Phone: (505) 986-6200
Fax: (505) 986-2740

County Attorney
Santa Fe County
PO Box 276
Santa Fe, NM 87504-0276
Phone: (505) 986-6279
Fax: (505) 986-6362

a. Notice shall be deemed to have been given based upon the method of delivery, as follows: notices sent by facsimile or hand delivered shall be deemed given on the date of delivery, as evidenced, with respect to facsimile delivery, by a printout showing successful transmission of all pages included in the notice; notices sent by mail shall be deemed given three business days after the notice is mailed with postage prepaid.

b. A Party may change the persons to whom or addresses or fax numbers at which notice shall be given by giving all other Parties and the Authority notice of the change in accordance with this Article.

IN WITNESS WHEREOF, each of the City of Santa Fe, New Mexico, and the County of Santa Fe, New Mexico, has caused this Agreement to be executed and delivered by its duly authorized representatives as of the date specified below.

CITY OF SANTA FE

Michael Garcia, Mayor

Date

Attestation:

Geraldyn Cardenas, City Clerk

Date

Approved as to form:

Marcos D. Martínez
Marcos D. Martínez (Jun 24, 2026 08:27:53 MDT)

Marcos D. Martinez, City Attorney

Jun 24, 2026

Date

Approved as to Finance:

Monica Maestas

Monica Maestas, Finance Director

Jul 14, 2026

Date

SANTA FE COUNTY

Gregory S. Shaffer
Santa Fe County Manager

Date

Approved as to form:

Walker Boyd
Santa Fe County Attorney

Date

BUCKMAN DIRECT DIVERSION BOARD

Agreement Acknowledged by the
Buckman Direct Diversion Board

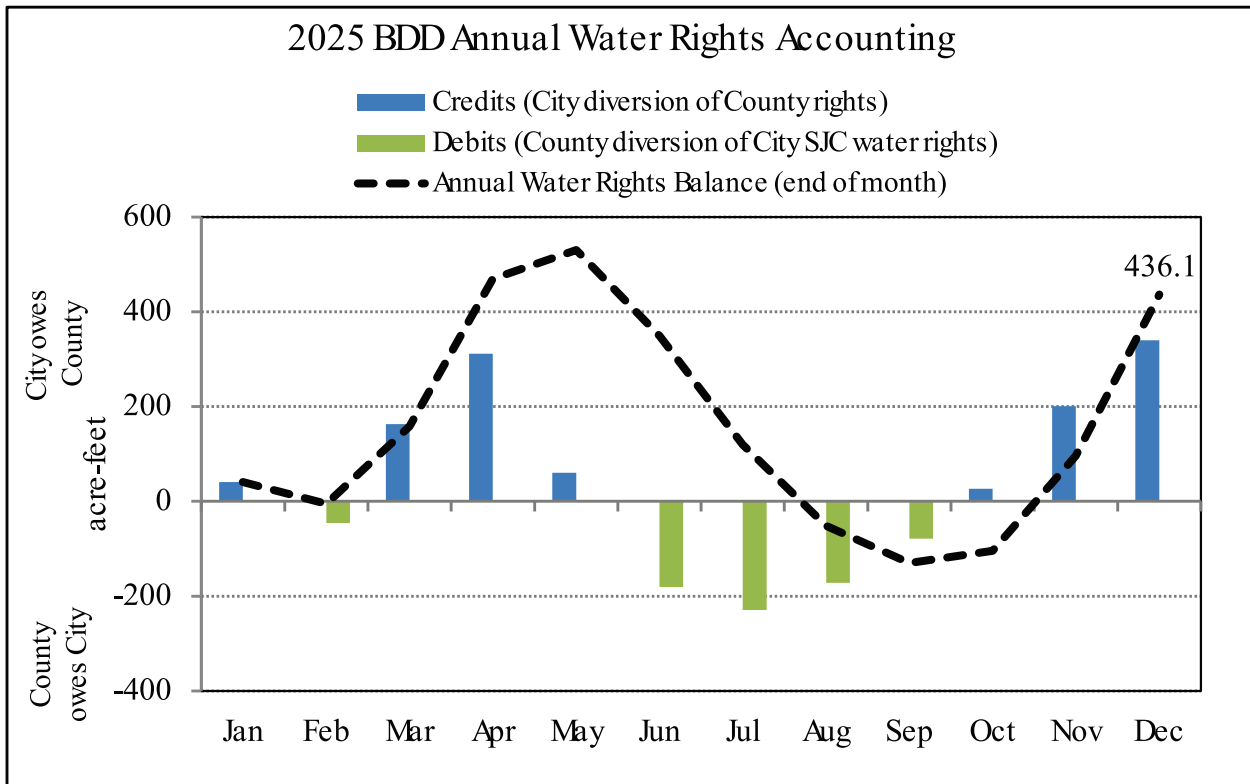
By: _____

Date

APPENDIX A **TO AMENDED AND RESTATED BDD SHARED POOL AGREEMENT**

Shared Pool Accounting for 2025

2025 Shared Pool Accounting	AF
1. "Annual Water Rights" Ending Balance (see figure below)	436.1
2. Section 2.a Deposit to Shared Pool (#1 minus 10% UAW)	392.5
3. Section 3.a Withdrawals, discretionary shutdown	0.0
4. 'Section 3.b Withdrawals, non-discretionary shutdown*	-22.5
5. Net Available for deposit (+) or withdrawal (-) (#2 + #3 + #4)	370.0
6. Carryover from 2024	1,100.0
7. County water credit balance, Dec. 31 (#5 + #6))	1,470.0
8. Section 4 evaporative losses (#7 * -10%)	-147.0
9. Potential carryover (#7 + #8)	1,323.0
10. Carryover to 2026 (lesser of 1,100 and #9)	1,100.0
*4 days of non-discretionary shutdown in August. Volume of use 20.1 AF * 1.1 withdrawal ratio for non-discretionary shutdowns	



**AMENDED AND RESTATED BUCKMAN
DIRECT DIVERSION (“BDD”) SHARED
POOL AGREEMENT**

This BDD Shared Pool Agreement (“Agreement”) is between Santa Fe County (“County”), a political subdivision of the State of New Mexico, and the City of Santa Fe (“City”), a New Mexico home-rule municipality (together the “Parties”).

Recitals

A. The County and the City are partners in the BDD pursuant to a Joint Powers Agreement (“JPA”) executed on March 7, 2005.

B. The County and City also executed a Water Resources Agreement on January 11, 2005, and an Amended and Restated Water Resources Agreement on December 14, 2016, (“WRA”) to address utility-to-utility issues.

C. The City and County entered into a Buckman Shared Pool Agreement on March 12, 2024 (the “2024 Agreement”). ~~The purpose of this Agreement is~~ to make more efficient use of the Parties’ respective available resources by making currently excess County native water rights available to the City and by making additional City system capacity and water sources available to the County through creation of a BDD Shared Pool. By creation of the BDD Shared Pool, the City will gain access to additional native supply, the County will gain additional back-up and sources of supply when the BDD is not in operation, and both parties will achieve greater flexibility in BDD operations.

D. The City and County wish to amend the 2024 Agreement to clarify certain provisions regarding accounting of credit balances and costs.

E. This 2026 agreement amends and restates-replaces in its entirety a previous Shared Pool Agreement executed by the County and City in March of 2024the 2024 Agreement.

Agreement

1. Establishment of the BDD Shared Pool. The BDD Shared Pool is hereby created as an accounting pool of water within the BDD that will allow the City, through its Water Division Director, to use additional County native water rights and allow the County, through its Utilities Division Director, to deposit and bank water for later use at times when BDD production is restricted or shut down either for unplanned or uncontrollable reasons, or because of discretionary operational shutdowns of the BDD, as described in Paragraph 3 below. The maximum quantity balance of water credited at any time in the BDD Shared Pool is limited to 1,100 acre-feet (AF), unless the Parties agree in writing to a larger amount. Operation of the BDD Shared Pool is separate from and does not affect the Parties’ current practice of joint use of native and San Juan-Chama Project water pursuant to Optimized Annual Water Rights Accounting as described in the BDD Annual Operating Plan.

- a. Deposits into the BDD Shared Pool.** The City and County will continue to work together to optimize water right utilization as part of annual water operations planning. Each year the BDD will divert for delivery to the City a minimum of 167 AF of County native water, subject to the following conditions and limitations:

2.

~~To account for typical unaccounted water losses, 90% of the amount of water diverted will be credited to the County and deposited in the BDD Shared Pool. For example, diversion of 167 AF will result in a deposit of 150 AF.~~

- a. To account for typical unaccounted water losses, 90% of the amount of water diverted will be credited to the County and deposited in the BDD Shared Pool. For example, diversion of 167 AF will result in a deposit of 150 AF.
- b. The quantity diverted may not exceed the quantity made available by the County for that year.
- c. Once the BDD Shared Pool is at its limit of 1,100 AF, no additional deposits may be credited without written approval by the Parties through their respective Division Directors.
- d. When hydrological conditions reasonably preclude diversion of the minimum of 167 AF during a given year, the quantity diverted and the corresponding amount deposited will be based on the actual amount diverted that year.

2.3. Withdrawals and Deliveries from the BDD Shared Pool. The County may withdraw water credits from the BDD Shared Pool and the City shall deliver water from the City's Independent Water System, as defined in the WRA, to the County's requested Points of Delivery, as described in Paragraph 9 of the WRA, under the following terms and conditions:

- a. Discretionary Shutdowns. When the City as BDD operator chooses to temporarily shut down the BDD for a discretionary reason, such as for operational efficiency or for system-wide cost savings, the rate of exchange of BDD Shared Pool water credits withdrawn to the quantity of water delivered from the City to the County shall be 1.0 to 1.0, meaning that for every AF delivered by the City to the County, the County's credit balance will be reduced by one AF. Discretionary shutdowns are characterized by a fully functional BDD that could be diverting and treating water throughout. The City may implement a discretionary shutdown of the BDD with a minimum of 3 day²s written notice to the County. Discretionary shutdowns shall not result in a debit to the BDD Shared Pool in excess of 150 AF per year, shall not result in a negative balance to the BDD Shared Pool, and must be timed and made at a sufficient flow rate so that all County demand otherwise supplied by the BDD will be met by the City from other City sources. A shutdown will be deemed discretionary at any river turbidity if the BDD is functional, and the County has sufficient water credits in the BDD Shared Pool at the end of the prior year to cover deliveries from the City.
- b. Non-Discretionary Shutdowns. When BDD production is restricted or shut down completely for any other reason, the rate of exchange of BDD Shared Pool water credits withdrawn to the quantity of water delivered by the City to the County shall be 1.1 to 1.0. In other words, for every AF of water that the City delivers to the County, the County's credit balance will be reduced by 1.1 AF. The Parties acknowledge that this exchange rate appropriately reflects that the City's water stored in Abiquiu Reservoir pursuant to an agreement with the Albuquerque Bernalillo Water Utility Authority is a component of City back-up supply and is subject to a ~~one-time~~ reduction of 10% of the amount stored for rights to such storage. In any calendar year, the City may limit withdrawal from the BDD Shared Pool to 550 AF and the associated delivery of City water to the County to 500 AF if

delivery greater than that would result in more than 6,000 AF of groundwater use by the City. The City will exercise reasonable due diligence to make deliveries to the County at the greatest rate practicable, but the rate may be limited to no more than 1 million gallons per day during a Non-Discretionary shutdown.

- c. BDD Standard Operations Procedure (SOP) during high turbidity. While this agreement covers BDD Shared Pool accounting specifically, a related issue is how BDD operates as a function of river turbidity and availability of backup water sources to the County. An SOP defining BDD operations as a function of these parameters will be developed by BDD staff with City and County input. This SOP will be formalized by inclusion in the BDD Annual Operating Plan as approved by the BDD Board.

3.4. Accounting of Credit Balance. The Parties shall calculate and maintain an annual running balance (“Annual Water Rights Balance”) of the quantity of County water credits available for deposit to or withdrawal from the BDD Shared Pool. The County’s Annual Water Rights Balance shall start at zero each calendar year, and be increased by the quantity of County water ~~delivered to~~ rights diverted for the City ~~under Paragraph 2~~ and reduced by the amount of City water rights diverted for water delivered by the City to the County ~~under Paragraph 3~~ during the calendar year. At the end of each calendar year, the Annual Water Rights Balance, if positive, shall be the amount available for deposit to the BDD Shared Pool (subject to conditions in Section 2); if the Annual Water Rights Balance is negative at the end of the calendar year, that amount shall be withdrawn from the BDD Shared Pool. ~~Water deliveries from the City’s Independent Water System Withdrawals in accordance with Section 3 are performed~~ accounted separately from the Annual Water Rights Balance deposit or withdrawal process. See Appendix A. After all deposits and withdrawals ~~(as per Section 3)~~ are calculated at the end of each calendar year and added to the prior year’s carryover balance, the County’s BDD Shared Pool balance will be reduced by 10% to reflect evaporative losses of City water in the Abiquiu Reservoir. Upon request by the County, the City at its sole discretion may approve a temporary negative balance. BDD Shared Pool balances shall be carried over to the next year. The Parties will direct BDD staff to administer the BDD Shared Pool based on monthly diversion and use accounting of BDD water. The initial amount of water deposited into the BDD Shared Pool and credited to the County may include, with written approval of both Parties through their respective Division Directors, any prior remaining balance of the County native water diverted by the BDD pursuant to Optimized Annual Water Rights Accounting.

4.5. Cost Accounting and Billing.

- a. City Costs. The City will pay all costs associated with diversion, pumping and treatment of County native water delivered by the BDD to the City under this Agreement.
- b. County Costs. For water the County receives from the City under this Agreement, the County will pay the City at a rate equal to the variable cost of BDD water paid by the County during the same fiscal year in which the BDD Shared Pool water is delivered. For example, during fiscal year 2018-2019, the County paid \$402,354 in variable operating costs (electricity, chemicals, and solids) at BDD for 1,393 AF of treated water, representing a variable cost of \$288.89 per AF. This rate would have been charged for any BDD Shared Pool water delivered that year. Because that rate will

not be available until after final BDD invoicing for the fiscal year, the City can bill during the fiscal year using the variable cost of BDD water to the County during the previous fiscal year, with final reconciliation occurring after final BDD invoicing. In addition, for BDD Shared Pool water delivered by the City to the County during ~~Non-Discretionary-BDD~~ shutdowns, the County will pay the City for wheeling the water through the City system based on the rate-charges specified in the WRA2024 Wheeling Agreement, or the most current wheeling agreement between the City and County. ~~The County will not pay a wheeling fee for water delivered by the City during Discretionary shutdowns.~~ If during a Non- Discretionary BDD shutdown the County expends all water credits and reaches a zero balance in the BDD Shared Pool and the City does not approve a temporary negative balance as described in Paragraph 4, any additional County use of City water will be billed at the then-current agreed upon wholesale and wheeling ratescharges.

5.6. WRA Unaffected. This Agreement does not amend or affect the terms and conditions of the WRA. In particular, delivery by the City of water to the County from the BDD Shared Pool is separate from and does not affect the County's right to Wholesale Water Delivery from the City under Paragraph 3 of the WRA.

6.7. Term.

a. This Agreement shall be effective on the date of the latest signature below and shall continue thereafter unless terminated pursuant to Paragraph 7(b) below.

b. Either Party may terminate this Agreement for any reason by giving 60 day's written notice of termination to the other Party. If terminated, the BDD Shared Pool balance if any, will be continue to be available for use by the County during BDD shutdowns, consistent with the terms and conditions of this Agreement, until the balance has been fully utilized.

7.8. Amendment. This Agreement may be modified only by a written amendment signed by the Parties.

8.9. Dispute Resolution. The City and County agree to mediate disputes consistent with the Mediation Procedures Act, NMSA 1978, Section 44-7B-1 through 44-7B-6, prior to initiating any litigation, to resolve any conflicts arising under this Agreement, the expenses of which shall be shared equally by the City and County. Disputes shall be first discussed by representatives of each party. Such representatives shall use their best efforts to amicably and promptly resolve the dispute. If the parties are unable to resolve the dispute through informal mechanisms or mediation within 90 days of the occurrence of the event or circumstances giving rise to the dispute, either party may give notice to the other party that the aggrieved party intends to litigate the dispute. Any dispute requiring notice shall be reported to the next meeting of the respective City and County governing bodies.

9.10. Entire Agreement. This Agreement contains the entire agreement between the City and County with regard to the matters set forth herein.

10.11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns.

11.12. Law. The laws of the State of New Mexico shall govern this Agreement

12.13. Notices. Any notice, demand, request, or information authorized or related to this Agreement shall be deemed to have been given if mailed (return receipt requested), hand delivered or faxed as follows:

To the City:

Water Division Director
City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: 955-4309
Fax: 955-4352

With a copy to:

City Manager City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: (505) 955-6509
Fax: (505) 955-6683

City Attorney City of Santa Fe
PO Box 909
Santa Fe, NM 87501
Phone: (505) 955-6511
Fax: (505) 955-6748

To the County:

Utilities Division Director
Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276
Phone: (505) 992-9870
Fax: (505) 992-3028

With a copy to:

County Manager
Santa Fe County
PO Box 276
Santa Fe, N.M. 87504-0276
Phone: (505) 986-6200
Fax: (505) 986-2740

County Attorney
Santa Fe County
PO Box 276
Santa Fe, NM 87504-0276
Phone: (505) 986-6279
Fax: (505) 986-6362

a. Notice shall be deemed to have been given based upon the method of delivery, as follows: notices sent by facsimile or hand delivered shall be deemed given on the date of delivery, as evidenced, with respect to facsimile delivery, by a printout showing successful transmission of all pages included in the notice; notices sent by mail shall be deemed given three business days after the notice is mailed with postage prepaid.

b. A Party may change the persons to whom or addresses or fax numbers at which notice shall be given by giving all other Parties and the Authority notice of the change in accordance with this Article.

IN WITNESS WHEREOF, each of the City of Santa Fe, New Mexico, and the County of Santa Fe, New Mexico, has caused this Agreement to be executed and delivered by its duly authorized representatives as of the date specified below.

CITY OF SANTA FE

~~Alan M. Webber~~ Michael Garcia, Mayor

Date

Attestation:

Date

Printed Name: Geralyn Cardenas,
City of Santa Fe Clerk

Approved as to form:

~~Erin K. McSherry~~ Marcos D. Martinez, City Attorney

Date

Approved as to Finance:

~~Emily Oster~~ Monica Maestas, Finance Director

Date

SANTA FE COUNTY

Gregory S. Shaffer
Santa Fe County Manager

Date

Approved as to form:

~~Jeff Young~~ Walker Boyd
Santa Fe County Attorney

Date

~~Finance Division:~~

Yvonne S. Herrera
~~Finance Director~~

Date

BUCKMAN DIRECT DIVERSION BOARD

Agreement Acknowledged by the
Buckman Direct Diversion Board

By: _____

Date

2026 BDD Shared Pool Packet

Final Audit Report

2026-07-14

Created:	2026-07-14
By:	Jesse Roach (jdroach@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXu84SQ1ElvUBWq97v5djoHAu-V6Bk76A
Documents:	2026 BDD Shared Pool Packet.pdf (21 pages)
Number of Documents:	1
Document page count:	21
Number of supporting files:	0
Supporting files page count:	0

"2026 BDD Shared Pool Packet" History

-  Document created by Jesse Roach (jdroach@santafenm.gov)
2026-07-14 - 5:27:10 PM GMT- IP address: 63.232.20.2
-  Document emailed to Monica Maestas (mfmaestas@santafenm.gov) for signature
2026-07-14 - 5:28:05 PM GMT
-  Email viewed by Monica Maestas (mfmaestas@santafenm.gov)
2026-07-14 - 5:51:51 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Monica Maestas (mfmaestas@santafenm.gov)
Signature Date: 2026-07-14 - 5:52:25 PM GMT - Time Source: server- IP address: 172.59.2.193 - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-07-14 - 5:52:25 PM GMT



Michael J. Garcia, Mayor

Date: July 13, 2026

To: Mayor Michael J. Garcia and Governing Body
Public Works & Utilities and Finance Committees

Via: Brian J. Moya, Interim City Manager 
BM

From: Jimmy Gunn, Interim Director, Santa Fe Regional Airport 
JG

Terry Lease, Manager, Asset Development 
Terry Lease

Subject: Lease Agreement Between City of Santa Fe and Uzochi, Inc at the Santa Fe Regional Airport

ITEM AND ISSUE:

The Santa Fe Regional Airport respectfully requests your review and approval of a lease agreement between the City of Santa Fe (Santa Fe Regional Airport) and Uzochi, Inc. for hangars and land to provide fixed base operator (“FBO”) aviation services; (Jimmy Gunn, jdgunn@santafenm.gov; Terry Lease, tjlease@santafenm.gov).

BACKGROUND AND SUMMARY:

The City of Santa Fe (“City”) owns and operates the Santa Fe Regional Airport (“Airport”) in the City of Santa Fe, County of Santa Fe, State of New Mexico. Uzochi, Inc. is a C-corporation organized in the Commonwealth of Puerto Rico, dba Nkwazi Aviation (“Lessee”) and desires to enter into a new FBO lease with the City.

In 2013 Uzochi, Inc., under the dba Sun Express (subsequently SunEx Aviation) began its aviation operations in New Mexico, Colorado, Texas and Utah. The company’s roots in New Mexico are deep and in 2016, with the permission of then Governor Jerome Lucero of the Zia Nation, Sun Express was granted rights to incorporate the Zia symbol within its logo. In 2019 Uzochi, Inc. relocated to Puerto Rico to establish a non-scheduled passenger and cargo transportation company. Uzochi, Inc. subsequently began a pilot training business that transitioned former military pilots to commercial pilots after they separated from military service. Given Uzochi, Inc.’s long-standing

City Council

Alma G. Castro, District 1
Patricia Feghali, District 1

Elizabeth “Liz” Barrett, District 2
Paul C. Bustamante, District 2

Lee Garcia, Mayor Pro Tem, District 3
Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4
Amanda Chavez, District 4

corporate relationships and experience with fixed based operators through SunEx Aviation, Nkwazi Aviation was born to fill some unmet needs of private aircraft owners, public charters, pilot training, and general aviation with high end streamline services for fueling (via AEG Fuels), ground handling, storage (tie downs and hangar space), deicing, and concierge services at the Airport.

The Premises in this FBO lease will include Hangar 1005, Hangar 1006, and unimproved land to accommodate fuel truck to fuel truck transfers until a fuel farm facility can be identified and constructed. The initial term of the proposed Lease is thirty (30) years, with two (2) option terms of five (5) years each. The first-year base rent shall be \$182,400.00 per year (\$13,173.33 per month) and shall escalate at 2.0% per year.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

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

Munis Org Name/Number: 5456050

Munis Object Name/Number: 460150

Budget Officer / Designee: Chris Parker for AJH Date: 07/14/2026

Budget Officer Comment/Exceptions: Chris Parker for AJH (Jul 14, 2026 11:42:33 MDT)

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

Real Property is exempt from Procurement

Chief Procurement Officer (CPO) / Designee: N/A - Exempt Date:

CPO Comment/Exceptions:

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: Title: Date:

Comment/Exceptions:

Vehicles included? ☐ Yes | ☒ No

Approval: Title: Date:

Comment/Exceptions:

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Lease Agreement

Real Property Determination

**LEASE AGREEMENT BETWEEN
THE CITY OF SANTA FE AND UZOCHI, INC.**

This LEASE AGREEMENT (“Lease Agreement”) is made and entered into as of the date of the last signature (“Effective Date”), by and between the CITY OF SANTA FE, a charter municipality organized under the laws of New Mexico (“City” or “Lessor”) and Uzochi, Inc, a C-corporation organized in the Commonwealth of Puerto Rico, dba Nkwazi Aviation (“Lessee”), collectively the “Parties”.

WHEREAS, 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 provide Fixed Base Operator (“FBO”) aviation services, including and not limited to, hangars, tie-downs, and fuel services at the Airport; and

WHEREAS, Lessor is expanding the Airport and the land where Lessee’s fuel farm will be located is not currently available; and

WHEREAS, the City desires to lease City-owned hangars and land for the purpose of operating FBO services at the Airport.

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

Lessor allows Lessee to use, occupy, and develop, subject to the terms and conditions of this Lease Agreement, the following:

a. **Hangar 1005, Hangar 1006 and Hangar Site**

- i. Hangar 1005 - A certain 11,200 square foot hangar measuring 80' x 140.'
- ii. Hangar 1006 - A 19,200 square foot hangar measuring 120' x 160.'
- iii. Hangar Site – A 76,800 square feet of land measuring 320' x 240.' Land less the footprint of hangars is 46,400 square feet ($76,800 - 11,200 - 19,200 = 46,400$).

*Hangar 1005, Hangar 1006 and Hangar Site are shown on attached **Exhibit A1** of this Lease Agreement.

b. **Fuel-Truck to Fuel-Truck Transfer Site** - A 1.87 acre Fuel-Truck to Fuel-Truck Transfer Area measuring 255' x 320' as shown on **Exhibit A2** of this Lease Agreement. At the Airport Director's sole discretion, this Fuel-Truck to Fuel-Truck Transfer Area may be relocated to a new location in substantially similar area at no cost to Lessor.

c. The general locations of "a," and "b" above are shown on **Exhibit A3** of this Lease Agreement.

Lessee accepts the Premises in its present state and agrees that they are in good condition, without any representation or warranty by Lessor as to the condition of the Premises.

2. LEASE TERM

- a. Initial Term. The initial term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term" of thirty (30) 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. Base Rent. Lessee shall pay **Total First Year Monthly Rent of \$15,200.00, First Year Annual Rent is \$182,400.00.**
- b. Base Rents are calculated as follows:
 - i. **Hangar 1005 and Hangar 1006** - First Year Annual Base Rent of \$158,080.00 (11,200 + 19,200 sf x \$5.20/sf/year), \$13,173.33 per month. Rent Schedule attached as **Exhibit B1.**
 - ii. **Hangar Site** – First Year Annual Base Rent of \$8,816.00 (46,400 sf x \$0.19/sf/year), \$734.67 per month. Rent Schedule attached as **Exhibit B2.**
 - iii. **Fuel-Truck to Fuel-Truck Transfer Site (Fuel Site)** - Fuel Site First Year Annual Base Rent of \$15,504.00 (81,600 sf x \$0.19/sf/year), \$1,292.00 per month. Rent Schedule attached as **Exhibit B3.**
- c. Optional Terms Rent. Lessee's exercise of any Option Term is contingent upon compliance with this Lease Agreement and with written notice pursuant to Paragraph 24 (Notice) by Lessee to Lessor at least ninety (90) days prior to the expiration of the Initial Term and may be accepted or rejected by written notice at Lessor's or Airport Director's discretion. 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.
- d. Payment of Rents. Base Rents and Option Term Rents are due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever.
- e. Adjustments to Rent. Rent shall be increased annually, effective on the first anniversary of the Rent Commencement Date and annually thereafter. Annual increases in Rent shall be based on the Rent Schedule.
- f. Rent Schedule. In consideration of this Lease Agreement, City and Lessee agree to the Rent Schedules attached as **Exhibit B1 and B2.**
- g. Adjustments to Rent Following Reappraisal. If the Airport or the portion thereof containing the leased property is reappraised, the Airport Director may increase rent to the appraisal value by alerting the Lessor of the increase pursuant to Paragraph 24 (Notice). The increase in rent will take effect on the following January 1; if a Periodic Adjustment was due on the following January, any increase due to reappraisal will be in lieu of the Period Adjustment. Adjustment of rent due to reappraisal shall not occur more than once every five (5) years.
- h. Percentage and Fuel Flowage Fees. Lessee shall pay to Lessor the following:
 - i. Fuel Flowage Fee. A sum of ten cents (\$0.10) 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 Director 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 two percent (2%) 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
- i. 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.
- j. 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.
- k. Concession Fees. The Lessee shall pay the following fees for any vehicle rentals initiated on the Premises monthly.
- i. Time and Mileage Fee. The Lessee shall pay to the Lessor a minimum annual time and mileage fee of \$500.00 or a sum equal to ten percent (10%) of all time and mileage charges collected on all vehicle rentals initiated at the Airport. A rental agreement will be considered to have been initiated at the Airport if rental vehicles are contracted for, delivered to, or rented at the Airport or if the customer is shuttled to the Lessee's off-Airport location by the Lessee, regardless of where payment is made, the vehicle is returned, or the rental order was received. The Lessee shall collect from its customers the ten percent (10%) fee paid to the Lessor by adding it as a separate line-item charge on each car rental agreement. Such fee shall be titled "Concession Fee" on each car rental agreement, and it shall be collected on all gross receipts as defined herein.
 - ii. Vehicle Rental Gross Receipts Defined. Subject to the following exemption, "Vehicle Rental Gross Receipts" are defined as any charges for the time a vehicle is rented and mileage traveled during that time for rentals initiated at the Airport as defined above. If the rental of foreign or floating fleet vehicles does not exceed ten percent (10%) of

the car rentals by the Lessee, gross receipts shall include the time and mileage charged to customers for the rental of such foreign or floating vehicles, less the amount required to be paid to the agency owning the vehicle. If the percentage of foreign or floating fleet vehicles rented exceeds ten percent (10%) of all vehicles rented, gross receipts shall include the entire time and mileage charged for such foreign and floating fleet vehicles exceeding the ten percent (10%) limitation, without deductions for the amount remitted to the agency owning the vehicles. In order that the Lessor may secure accurate information regarding the rental of foreign or floating fleet vehicles, the Lessee specifically agrees that its local manager shall provide the Lessor with a monthly affidavit.

- iii. Airport Rental Car Maintenance Facility Fee. The Airport Rental Car Maintenance Facility is any Airport facility or location used by the Lessee for the purpose of washing, cleaning, and/or repairing its vehicles, other than a parking space allocated to the Lessee. The Lessee shall pay to the Lessor a Rental Car Maintenance Facility Usage Fee in the amount of \$1.00 for each rental vehicle that uses the Airport Rental Car Maintenance Facility. The Lessee shall collect from its customers the \$1.00 fee by adding it as a separate charge on each rental agreement. Such fee shall be titled "Maintenance Facility Fee" on each rental agreement. Designation of location and approval to use the Airport Rental Car Maintenance Facility, if provided, shall be confirmed in writing by the Airport Director.
- iv. Assigned Parking Spaces. The Lessee shall pay forty dollars (\$40.00) per month for each space assigned for its use for twenty (20) or more calendar days in that month. At the discretion of the Airport Director, additional spaces beyond those rented by Lessee may be assigned on a short-term basis for a daily or weekly fee set by the Airport Director in writing and accepted by the Lessee prior to use of the additional spaces.
- l. Security and Fire Protection Fees. Lessor reserves the right to impose fair and equitable fees for security and fire protection provided by Lessor.
- m. 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.
- n. Payment of Fees. Payment of Fees are due in arrears, based on the prior months' sales, and are payable on the first day of the month following the prior months' sales. Lessee shall submit a detailed statement to Lessor with each Fee payment.
- o. Payment of Rents and Fees. Lessee shall make all payments to; City of Santa Fe, Finance Department, Accounts Payable Division, 200 Lincoln Ave., Room 114, Santa Fe, NM, 87504. ACH instructions will be provided upon request. ****Lessee to include the Item # listed on the top right of page 1 on all payments.***
- p. 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 fulfil the terms, covenants, and conditions of this Lease Agreement.

- q. Offset to Base Rent. Lessor may permit offset(s) to Base Rent under the following conditions:
- i. Offsets to Base Rent shall only be allowable for repairs to the Premises that have been pre-approved by the Airport Director. Such pre-approval shall be by prior written notice by the Airport Director and prior to any work being contracted for or performed.
 - ii. Lessee shall procure two or more bids from qualified vendors for review by the Airport Director. The determination of whether a vendor is qualified shall be at the Airport Director's sole discretion. If circumstances are such that only one bid could be procured, the Airport Director, at the Airport Director's sole discretion, may accept or reject the bid.
 - iii. Confirmation of payment(s) by Lessee to a pre-approved vendor is required before any Offset(s) to Base Rent shall be permitted. Confirmation of payment(s) may be in the form of Lessee paid checks, vendor invoices or receipts confirming "payment(s) in full" or other confirmations acceptable to the Airport Director, at the Airport Director's sole discretion.
 - iv. The pre-approved Offsets to Base Rent may be credited to rent in one lump sum or credited in installments over a period of months. Such credit amounts and dates shall be at the discretion of the Airport Director and shall be approved in the form of a letter from the Airport Director to Lessee prior to any offsets to rent.

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. Ramp service at other common areas of the Airport and at other leased areas with such Lessee's permission, including into-plane delivery of aircraft fuel, lubricants and other related aviation products; loading and unloading of passengers, baggage, mail and freight; and providing of ramp equipment, aircraft cleaning and other services for air carriers and other persons or firms.
 - iii. Special flight services, including aerial advertising and aerial photographs.
 - iv. The sale of new and used aircraft, aircraft parts, navigation equipment, and new and used radio and electronic equipment.
 - v. The demonstration of aircraft for sale.
 - vi. Flight training, including ground school.

- vii. Aircraft rental.
 - viii. Aircraft charter operations conducted by Lessee or a subcontractor.
 - ix. Aircraft maintenance and avionics installation and repair.
 - x. Car rental services provided by Lessee or a subcontractor.
 - xi. Hangar storage of aircraft owned by Lessee or third parties.
 - xii. 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, taxi lane, or similar property where aircraft operation of any type could reasonably be expected to occur by installing chain 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 Director 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, § 10-7).
- 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 Director 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, TURNOVER, REMOVAL 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 within twelve (12) months of the Effective Date of this Lease Agreement and be complete within eighteen (18) months of the Effective 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.
- 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 Director 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 Oblige; 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. Easements. Lessor shall provide reasonable easements as required for ingress, egress, and utilities to serve the premises.
- g. 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 disposal 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

- a. Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each of the following. The City of Santa Fe does not guarantee that the minimum limits below are sufficient to protect Lessee from liabilities that might arise out of the performance of the work under the Lease by Lessee or Lessee's agents, representatives,

employees or subcontractors. Lessee is free to purchase such additional insurance as may be necessary.

- i. Property Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement Special Form property casualty (aka all-risks) insurance ("extended coverage" and "additional extended coverage") as may be available for all improvements to the Premises, and including all property of Lessee located on the leased premises, in an amount sufficient to restore and replace existing structures, personal property, and improvements if lost or damaged at 100% of the full insurable value of such property by any form of casualty. Lessee shall cause the City of Santa Fe to be named as an additional insured Loss Payee on such policy of insurance.
- ii. Aviation Commercial General Liability Insurance which shall be written on an occurrence basis and be at least as broad as the latest version of ISO form CG 00 01 with limits of not less than \$5,000,000.00 per occurrence and \$10,000,000.00 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Coverage shall include, but not be limited to, the following:
 - a) Aircraft Physical Damage;
 - b) Premises and operations;
 - c) Contractual Liability;
 - d) Liability while operating mobile equipment on Airport Property;
 - e) Property damage for property in the insured's care, custody and control;
 - f) Fire Legal Liability; and
 - g) Products-completed operations.
- iii. Workers' Compensation Insurance. The Lessee shall procure and maintain workers' compensation insurance with coverage at or above statutory limits.
- iv. Employer's Liability Insurance. The Lessee shall procure and maintain employer's liability insurance with limits of not less than \$1,000,000 per employee per bodily injury, accident, or disease.
- v. Business Automobile Liability Insurance. The Lessee shall procure and maintain business automobile liability insurance with a combined single limit of \$1,000,000 [\$5,000,000 for car rental operators] per occurrence.
- vi. Aircraft Liability Insurance. The Lessee shall procure and maintain aircraft liability insurance with minimum coverage of \$1,000,000 for each occurrence including passenger liability for piston-engine aircraft, and \$5,000,000 for each occurrence including passenger liability for turbine-engine aircraft.
- vii. Aircraft Hull Insurance. The Lessee shall procure and maintain aircraft hull insurance with coverage for all risks at the agreed value of each aircraft insured.
- viii. Hangerkeeper's Legal Liability Coverage. The Lessee shall procure and maintain hangar-keeper's legal liability insurance, including liability for aircraft stored for others (insured acting as bailee), with liability limits of not less than \$25,000,000.00 each aircraft/each loss.

- ix. Builder's Risk Insurance (Course of Construction). During all phases of construction, Lessee shall procure and maintain builder's risk insurance utilizing an "All Risk" or Special Causes of Loss form covering damages to the work with limits equal to the completed value of the project, with no coinsurance penalty provisions. The policy shall name Lessor as loss payee, as its interests may appear.
 - x. Environmental/Pollution Liability Insurance. The Lessee shall procure and maintain environmental impairment liability with limits of not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Such coverage shall protect against: bodily injury or property damage caused by Pollution Conditions, including damage to tangible property, the loss of use of such property that has not been physically injured or destroyed, and the diminished market value of a third party's property; remediation expenses, including investigating the nature and extent of the pollutant; monitoring, removing and disposing of the pollutant; and defense costs incurred in the investigation, settlement and defense of a claim. As used herein, the term Pollution Conditions means the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants upon land, the atmosphere or any watercourse or body of water.
- b. Additional Requirements.
- i. Certificates of Insurance. Prior to the Effective Date of this Lease Agreement, and thereafter at any time during the Term of this Lease Agreement that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current at the limits of coverage required above. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.
 - ii. Additional Insured. Except for Workers' Compensation coverage, all liability policies shall be endorsed to include the City, its directors, officers, officials, employees, and agents as additional insured on a primary and non-contributory basis on all primary and excess policies. Such additional insured coverage shall be as broad as that provided by Insurance Services Office (ISO) forms CG 20 10 (ongoing operations) and 20 37 (completed operations) for services provided by, or on behalf of, Lessee.
 - iii. Severability of Interest (Cross Liability). A severability of interest provision must apply for the additional insureds, ensuring that Lessee's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.
 - iv. Waiver of Subrogation. Each policy shall be endorsed with a waiver of subrogation in favor of the City, its directors, officials, officers, employees, agents, and volunteers.
 - v. Primary and Noncontributory. The insurance required to be maintained by Lessee shall primary and any insurance or self-insurance maintained by the City shall be excess only, and not be required to contribute with it.

- vi. Claims-Made Policies. If any of the policies required to be maintained by Lessee under this Lease are written on a claims-made basis, the following shall apply:
 - a. The retroactive date must be shown, and must be before the date of this Lease Agreement;
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after termination of the Lease; and
 - c. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to this Lease Agreement, Lessee must purchase an extended reporting period for a minimum of five (5) years after termination of the Lease Agreement.
- vii. Acceptability of Insurers. Unless otherwise reviewed and accepted by the City, all required insurance must be placed with insurers with a current A.M. Best rating of not less than A- VII and be admitted to do business in New Mexico, or approved by the Surplus Lines Association.
- viii. 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 Lessee, its agents, or subcontractors hereunder.

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 may permanently and materially impair the value and use of real property. Lessee shall promptly notify Lessor if it knows, suspects, or believes there may be any hazardous substance in or around the property or in the soil, groundwater, or on or under the Airport, or that Lessee or the property may be subject to any threatened or pending investigation by any governmental agency under any law, regulation, or ordinance pertaining to any hazardous substance.

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. SUBORDINATE 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 Director 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: Uzochi, Inc, dba Nkwazi
 Aviation
 Attn: Corporate Compliance
 P.O. Box 1379
 Naguabo, PR 00718

With a copy to: City of Santa Fe
 Attn. Airport Director
 P.O. Box 909
 Santa Fe, NM 87504

 City of Santa Fe
 Attn. Asset 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.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of this _____
day of _____, 20____.

LESSOR: CITY OF SANTA FE

LESSEE: UZOCHI, INC, dba NKWAZI
AVIATION

Stan McDuffie

MICHAEL J. GARCIA, MAYOR

STAN MCDUFFIE, DIRECTOR OF
OPERATIONS

ATTEST:

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Kevin L. Nault 06/23/2026
Kevin L. Nault (Jun 23, 2026 08:35:00 MDT)
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

MONICA F. MAESTAS, FINANCE DIRECTOR
Object Org. Code 5456050/460150

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EXHIBIT A1 – Hangar 1005, Hangar 1006 and Site



EXHIBIT A2 – Fuel Transfer Area



EXHIBIT A3 – General Location of Both Premises



EXHIBIT B1 – Hangar 1005 and Hangar 1006

Option Terms	Year	Term Dates		LSF	Escalation	TOTAL ANNUAL RENT	Monthly Rent	Annual Cost per LSF
	1	7/1/2026	6/30/2027	30,400		\$158,080.00	\$13,173.33	\$5.20
	2	7/1/2027	6/30/2028	30,400	2.00%	\$161,241.60	\$13,436.80	\$5.30
	3	7/1/2028	6/30/2029	30,400	2.00%	\$164,466.43	\$13,705.54	\$5.41
	4	7/1/2029	6/30/2030	30,400	2.00%	\$167,755.76	\$13,979.65	\$5.52
	5	7/1/2030	6/30/2031	30,400	2.00%	\$171,110.88	\$14,259.24	\$5.63
	6	7/1/2031	6/30/2032	30,400	2.00%	\$174,533.09	\$14,544.42	\$5.74
	7	7/1/2032	6/30/2033	30,400	2.00%	\$178,023.76	\$14,835.31	\$5.86
	8	7/1/2033	6/30/2034	30,400	2.00%	\$181,584.23	\$15,132.02	\$5.97
	9	7/1/2034	6/30/2035	30,400	2.00%	\$185,215.91	\$15,434.66	\$6.09
	10	7/1/2035	6/30/2036	30,400	2.00%	\$188,920.23	\$15,743.35	\$6.21
	11	7/1/2036	6/30/2037	30,400	2.00%	\$192,698.64	\$16,058.22	\$6.34
	12	7/1/2037	6/30/2038	30,400	2.00%	\$196,552.61	\$16,379.38	\$6.47
	13	7/1/2038	6/30/2039	30,400	2.00%	\$200,483.66	\$16,706.97	\$6.59
	14	7/1/2039	6/30/2040	30,400	2.00%	\$204,493.34	\$17,041.11	\$6.73
	15	7/1/2040	6/30/2041	30,400	2.00%	\$208,583.20	\$17,381.93	\$6.86
	16	7/1/2041	6/30/2042	30,400	2.00%	\$212,754.87	\$17,729.57	\$7.00
	17	7/1/2042	6/30/2043	30,400	2.00%	\$217,009.96	\$18,084.16	\$7.14
	18	7/1/2043	6/30/2044	30,400	2.00%	\$221,350.16	\$18,445.85	\$7.28
	19	7/1/2044	6/30/2045	30,400	2.00%	\$225,777.17	\$18,814.76	\$7.43
	20	7/1/2045	6/30/2046	30,400	2.00%	\$230,292.71	\$19,191.06	\$7.58
	21	7/1/2046	6/30/2047	30,400	2.00%	\$234,898.56	\$19,574.88	\$7.73
	22	7/1/2047	6/30/2048	30,400	2.00%	\$239,596.54	\$19,966.38	\$7.88
	23	7/1/2048	6/30/2049	30,400	2.00%	\$244,388.47	\$20,365.71	\$8.04
	24	7/1/2049	6/30/2050	30,400	2.00%	\$249,276.24	\$20,773.02	\$8.20
	25	7/1/2050	6/30/2051	30,400	2.00%	\$254,261.76	\$21,188.48	\$8.36
	26	7/1/2051	6/30/2052	30,400	2.00%	\$259,347.00	\$21,612.25	\$8.53
	27	7/1/2052	6/30/2053	30,400	2.00%	\$264,533.94	\$22,044.49	\$8.70
	28	7/1/2053	6/30/2054	30,400	2.00%	\$269,824.61	\$22,485.38	\$8.88
	29	7/1/2054	6/30/2055	30,400	2.00%	\$275,221.11	\$22,935.09	\$9.05
	30	7/1/2055	6/30/2056	30,400	2.00%	\$280,725.53	\$23,393.79	\$9.23
*	31	7/1/2056	6/30/2057	30,400	2.00%	\$286,340.04	\$23,861.67	\$9.42
*	32	7/1/2057	6/30/2058	30,400	2.00%	\$292,066.84	\$24,338.90	\$9.61
*	33	7/1/2058	6/30/2059	30,400	2.00%	\$297,908.18	\$24,825.68	\$9.80
*	34	7/1/2059	6/30/2060	30,400	2.00%	\$303,866.34	\$25,322.20	\$10.00

*	35	7/1/2060	6/30/2061	30,400	2.00%	\$309,943.67	\$25,828.64	\$10.20
*	36	7/1/2061	6/30/2062	30,400	2.00%	\$316,142.54	\$26,345.21	\$10.40
*	37	7/1/2062	6/30/2063	30,400	2.00%	\$322,465.39	\$26,872.12	\$10.61
*	38	7/1/2063	6/30/2064	30,400	2.00%	\$328,914.70	\$27,409.56	\$10.82
*	39	7/1/2064	6/30/2065	30,400	2.00%	\$335,492.99	\$27,957.75	\$11.04
*	40	7/1/2065	6/30/2066	30,400	2.00%	\$342,202.85	\$28,516.90	\$11.26
* Option Terms								

EXHIBIT B2 – Hangar Site

Option Terms	Year	Term Dates		LSF	Escalation	TOTAL ANNUAL RENT	Monthly Rent	Annual Cost per LSF
	1	7/1/2026	6/30/2027	46,400		\$8,816.00	\$734.67	\$0.19
	2	7/1/2027	6/30/2028	46,400	2.00%	\$8,992.32	\$749.36	\$0.19
	3	7/1/2028	6/30/2029	46,400	2.00%	\$9,172.17	\$764.35	\$0.20
	4	7/1/2029	6/30/2030	46,400	2.00%	\$9,355.61	\$779.63	\$0.20
	5	7/1/2030	6/30/2031	46,400	2.00%	\$9,542.72	\$795.23	\$0.21
	6	7/1/2031	6/30/2032	46,400	2.00%	\$9,733.58	\$811.13	\$0.21
	7	7/1/2032	6/30/2033	46,400	2.00%	\$9,928.25	\$827.35	\$0.21
	8	7/1/2033	6/30/2034	46,400	2.00%	\$10,126.81	\$843.90	\$0.22
	9	7/1/2034	6/30/2035	46,400	2.00%	\$10,329.35	\$860.78	\$0.22
	10	7/1/2035	6/30/2036	46,400	2.00%	\$10,535.94	\$877.99	\$0.23
	11	7/1/2036	6/30/2037	46,400	2.00%	\$10,746.65	\$895.55	\$0.23
	12	7/1/2037	6/30/2038	46,400	2.00%	\$10,961.59	\$913.47	\$0.24
	13	7/1/2038	6/30/2039	46,400	2.00%	\$11,180.82	\$931.73	\$0.24
	14	7/1/2039	6/30/2040	46,400	2.00%	\$11,404.44	\$950.37	\$0.25
	15	7/1/2040	6/30/2041	46,400	2.00%	\$11,632.52	\$969.38	\$0.25
	16	7/1/2041	6/30/2042	46,400	2.00%	\$11,865.18	\$988.76	\$0.26
	17	7/1/2042	6/30/2043	46,400	2.00%	\$12,102.48	\$1,008.54	\$0.26
	18	7/1/2043	6/30/2044	46,400	2.00%	\$12,344.53	\$1,028.71	\$0.27
	19	7/1/2044	6/30/2045	46,400	2.00%	\$12,591.42	\$1,049.28	\$0.27
	20	7/1/2045	6/30/2046	46,400	2.00%	\$12,843.25	\$1,070.27	\$0.28
	21	7/1/2046	6/30/2047	46,400	2.00%	\$13,100.11	\$1,091.68	\$0.28
	22	7/1/2047	6/30/2048	46,400	2.00%	\$13,362.11	\$1,113.51	\$0.29
	23	7/1/2048	6/30/2049	46,400	2.00%	\$13,629.36	\$1,135.78	\$0.29
	24	7/1/2049	6/30/2050	46,400	2.00%	\$13,901.94	\$1,158.50	\$0.30
	25	7/1/2050	6/30/2051	46,400	2.00%	\$14,179.98	\$1,181.67	\$0.31
	26	7/1/2051	6/30/2052	46,400	2.00%	\$14,463.58	\$1,205.30	\$0.31
	27	7/1/2052	6/30/2053	46,400	2.00%	\$14,752.85	\$1,229.40	\$0.32
	28	7/1/2053	6/30/2054	46,400	2.00%	\$15,047.91	\$1,253.99	\$0.32
	29	7/1/2054	6/30/2055	46,400	2.00%	\$15,348.87	\$1,279.07	\$0.33
	30	7/1/2055	6/30/2056	46,400	2.00%	\$15,655.85	\$1,304.65	\$0.34
*	31	7/1/2056	6/30/2057	46,400	2.00%	\$15,968.96	\$1,330.75	\$0.34
*	32	7/1/2057	6/30/2058	46,400	2.00%	\$16,288.34	\$1,357.36	\$0.35

*	33	7/1/2058	6/30/2059	46,400	2.00%	\$16,614.11	\$1,384.51	\$0.36
*	34	7/1/2059	6/30/2060	46,400	2.00%	\$16,946.39	\$1,412.20	\$0.37
*	35	7/1/2060	6/30/2061	46,400	2.00%	\$17,285.32	\$1,440.44	\$0.37
*	36	7/1/2061	6/30/2062	46,400	2.00%	\$17,631.03	\$1,469.25	\$0.38
*	37	7/1/2062	6/30/2063	46,400	2.00%	\$17,983.65	\$1,498.64	\$0.39
*	38	7/1/2063	6/30/2064	46,400	2.00%	\$18,343.32	\$1,528.61	\$0.40
*	39	7/1/2064	6/30/2065	46,400	2.00%	\$18,710.19	\$1,559.18	\$0.40
*	40	7/1/2065	6/30/2066	46,400	2.00%	\$19,084.39	\$1,590.37	\$0.41
* Option Terms								

EXHIBIT B3 – Fuel-Truck to Fuel-Truck Transfer Site

Option Terms	Year	Term Dates		LSF	Escalation	TOTAL ANNUAL RENT	Monthly Rent	Annual Cost per LSF
	1	7/1/2026	6/30/2027	81,600		\$15,504.000	\$1,292.000	\$0.19
	2	7/1/2027	6/30/2028	81,600	2.00%	\$15,814.080	\$1,317.840	\$0.19
	3	7/1/2028	6/30/2029	81,600	2.00%	\$16,130.362	\$1,344.197	\$0.20
	4	7/1/2029	6/30/2030	81,600	2.00%	\$16,452.969	\$1,371.081	\$0.20
	5	7/1/2030	6/30/2031	81,600	2.00%	\$16,782.028	\$1,398.502	\$0.21
	6	7/1/2031	6/30/2032	81,600	2.00%	\$17,117.669	\$1,426.472	\$0.21
	7	7/1/2032	6/30/2033	81,600	2.00%	\$17,460.022	\$1,455.002	\$0.21
	8	7/1/2033	6/30/2034	81,600	2.00%	\$17,809.223	\$1,484.102	\$0.22
	9	7/1/2034	6/30/2035	81,600	2.00%	\$18,165.407	\$1,513.784	\$0.22
	10	7/1/2035	6/30/2036	81,600	2.00%	\$18,528.715	\$1,544.060	\$0.23
	11	7/1/2036	6/30/2037	81,600	2.00%	\$18,899.289	\$1,574.941	\$0.23
	12	7/1/2037	6/30/2038	81,600	2.00%	\$19,277.275	\$1,606.440	\$0.24
	13	7/1/2038	6/30/2039	81,600	2.00%	\$19,662.821	\$1,638.568	\$0.24
	14	7/1/2039	6/30/2040	81,600	2.00%	\$20,056.077	\$1,671.340	\$0.25
	15	7/1/2040	6/30/2041	81,600	2.00%	\$20,457.199	\$1,704.767	\$0.25
	16	7/1/2041	6/30/2042	81,600	2.00%	\$20,866.343	\$1,738.862	\$0.26
	17	7/1/2042	6/30/2043	81,600	2.00%	\$21,283.670	\$1,773.639	\$0.26
	18	7/1/2043	6/30/2044	81,600	2.00%	\$21,709.343	\$1,809.112	\$0.27
	19	7/1/2044	6/30/2045	81,600	2.00%	\$22,143.530	\$1,845.294	\$0.27
	20	7/1/2045	6/30/2046	81,600	2.00%	\$22,586.400	\$1,882.200	\$0.28
	21	7/1/2046	6/30/2047	81,600	2.00%	\$23,038.128	\$1,919.844	\$0.28
	22	7/1/2047	6/30/2048	81,600	2.00%	\$23,498.891	\$1,958.241	\$0.29
	23	7/1/2048	6/30/2049	81,600	2.00%	\$23,968.869	\$1,997.406	\$0.29
	24	7/1/2049	6/30/2050	81,600	2.00%	\$24,448.246	\$2,037.354	\$0.30
	25	7/1/2050	6/30/2051	81,600	2.00%	\$24,937.211	\$2,078.101	\$0.31
	26	7/1/2051	6/30/2052	81,600	2.00%	\$25,435.955	\$2,119.663	\$0.31
	27	7/1/2052	6/30/2053	81,600	2.00%	\$25,944.674	\$2,162.056	\$0.32
	28	7/1/2053	6/30/2054	81,600	2.00%	\$26,463.568	\$2,205.297	\$0.32
	29	7/1/2054	6/30/2055	81,600	2.00%	\$26,992.839	\$2,249.403	\$0.33
	30	7/1/2055	6/30/2056	81,600	2.00%	\$27,532.696	\$2,294.391	\$0.34
*	31	7/1/2056	6/30/2057	81,600	2.00%	\$28,083.350	\$2,340.279	\$0.34
*	32	7/1/2057	6/30/2058	81,600	2.00%	\$28,645.017	\$2,387.085	\$0.35
*	33	7/1/2058	6/30/2059	81,600	2.00%	\$29,217.917	\$2,434.826	\$0.36
*	34	7/1/2059	6/30/2060	81,600	2.00%	\$29,802.276	\$2,483.523	\$0.37
*	35	7/1/2060	6/30/2061	81,600	2.00%	\$30,398.321	\$2,533.193	\$0.37
*	36	7/1/2061	6/30/2062	81,600	2.00%	\$31,006.288	\$2,583.857	\$0.38

*	37	7/1/2062	6/30/2063	81,600	2.00%	\$31,626.413	\$2,635.534	\$0.39
*	38	7/1/2063	6/30/2064	81,600	2.00%	\$32,258.942	\$2,688.245	\$0.40
*	39	7/1/2064	6/30/2065	81,600	2.00%	\$32,904.120	\$2,742.010	\$0.40
*	40	7/1/2065	6/30/2066	81,600	2.00%	\$33,562.203	\$2,796.850	\$0.41
* Option Terms								



Michael J. Garcia, Mayor

Dear City Staff,

The Chief Procurement Officer (CPO) must determine whether a **service** is classified as General, Professional, or Construction before a purchase involving services can proceed. This classification ensures that each procurement follows the correct path, including the appropriate procurement method, contract type and term, and insurance requirements.

To improve efficiency and reduce delays for routine service procurements, the Central Purchasing Division (CPD) has issued this Blanket Services Determination (Version 4). This document identifies common service types that have already been reviewed and classified by the CPO. If your scope of work clearly aligns with a listed service, you may rely on this document and do not need to request a separate service determination.

This document is issued in accordance with state statute and City ordinances and is valid through June 30, 2027, for service types that clearly fall within the established categories.

This document does not apply in all situations. A separate CPO determination is required if the scope of work is mixed or hybrid, unclear, unusual, design-build, or not specifically addressed in the categories below. In such cases, staff must request a determination by emailing purchasing_det@santafenm.gov at the outset of the procurement.

The intent of this service determination is to ensure that the correct procurement path is identified early. When that path requires vendor selection through a formal procurement (such as an ITB or RFP), departments must engage CPD during the initial needs and expectations-gathering phase and continue coordination through contract execution.

If you need assistance classifying a service, please contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Animal/k9 boarding - basic
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Automotive mechanical services – all - including vehicle inspection, diagnostics, repair labor, parts replacement, and routine maintenance (e.g., oil changes, brake service, tune-ups, etc.)
- Artwork installation
- Artwork transportation

CoSF

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General Services (continued):

- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Biohazard clean-up and disinfection services for crime scenes, homicides, suicides, unattended deaths, car accidents, deadly car crashes and cleanup of police units, along with any other biohazard situations. Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service
- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination
- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service - Includes filter changes, inspections, cleaning, minor repairs, and system diagnostics.

General Services (continued):

- Information Technology - Hosting only
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service
- Locksmith services
- Marine equipment inspection, certification, and repair
- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving

General Services (continued):

- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Traffic control services – including certified flaggers, barricade setup/removal, temporary signage, and traffic control plans (not involving permanent installations or design engineering)
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

Professional Services are listed on the following pages.

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Community Programming
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Hearing officer services

Professional Services (Continued):

- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment
- Insurance Adjusters/Brokers
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Medical – doctors, immunizations, etc.
- Mental health support – Therapists, Counselors, etc.
- Network Cybersecurity Services
- Network Installation
- Physicals
- Planners
- Policy Advisors

Professional Services (Continued):

- Polygraph services
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Social and Human Services - Includes case management, outreach, crisis intervention, supportive housing assistance, and other services intended to support vulnerable or at-risk populations. Services may be delivered by licensed or trained professionals in coordination with public or nonprofit systems.
- Speech writers
- Statisticians
- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Veterinarian services
- Web design and development

Construction Services are listed on the following pages.

The following are Construction Services:

- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Stucco installation, repair, and finishing
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Disclaimer and signatures listed on the next and final page.

Disclaimer – Scope of this Determination

This blanket *services*’ determination only covers **service type classifications**. It does **not** replace other determinations that must still be issued by the **CPO**. Staff must continue to obtain separate determinations, as applicable, for items such as:

- Procurement **Exemptions**
- **Emergency procurements**
- **Sole sources**
- **Use of existing contracts**
- **Use of cooperative agreements**
- **Multi-term contract** use and term length
- **Awarding multiple vendor contracts** from one solicitation
- **Other determinations or approvals** expressly required by the Procurement Code or the City’s Procurement Manual

If you are unsure whether another type of determination is required, or which type applies, please contact **Purchasing via email** purchasing@santafenm.gov or **Teams (link below)** for guidance before proceeding.

https://teams.microsoft.com/l/team/19%3A6JxaCDNvqv_5QJ4CIFauA2TeGLsKu-y614WgZjGIHNo1%40thread.tacv2/conversations?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f

Travis Dutton-Leyda, Chief Procurement Officer



Date: 06/05/2026

Andrea Phillips, Interim Finance Director and Deputy City Manager


ANDREA PHILLIPS (Jun 5, 2026 16:26:44 MDT)

Date: 06/05/2026

Blanket Services Determination V4 FY26-FY27 Final

Final Audit Report

2026-06-05

Created:	2026-06-05
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Signed
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Documents:	Blanket Services Determination V4 FY26-FY27 Final.docx (9 pages)
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Supporting files page count:	0

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-  Agreement completed.
2026-06-05 - 10:26:44 PM GMT

Signature: 
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Signature: 
Email: jdgunn@santafenm.gov

Signature: *BRIAN MOYA*
Email: bjmoya@santafenm.gov



CITY OF SANTA FE

Memorandum

Date: June 30, 2026

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

From: Gabrielle Chavez, Transit Director of Administration 
Gabrielle Chavez

Via: Brian Moya, City Manager 
Andrea Phillips, Deputy City Manager 
Sam Burnett, Public Works Director 
JOHN BURNETT

RE: Adopting 2026 Update to Santa Fe Trails Title VI Program

EXECUTIVE SUMMARY:

The proposed resolution would approve the Santa Fe Trails 2026 Update to the Title VI Program and direct its submission to the Federal Transit Administration (“FTA”).

BACKGROUND:

The City of Santa Fe’s (“City’s”) public bus system, Santa Fe Trails, provides a city-wide network of public transportation. As a recipient of FTA funding, Santa Fe Trails is required to maintain a Title VI Program in compliance with the Civil Rights Act of 1964 and FTA Circular 4702.1B. The program ensures that no person is excluded from participation, denied the benefits of, or subjected to discrimination on the basis of race, color, or national origin in the provision of transit services and programs.

The Title VI Program includes nondiscrimination policies, complaint procedures, public participation efforts, and language assistance measures to ensure equitable access to transportation services for all members of the community. FTA regulations require the Title VI Program to be updated every three years and submitted to the FTA for review and approval as a condition of continued federal funding eligibility.

ATTACHMENTS:

Resolution
Fiscal Impact Report

Signature: BRIAN MOYA

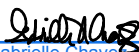
Email: bjmoya@santafenm.gov

Signature:  JOHN BURNETT (Jul 2, 2026 10:51:40 MDT)

Email: jsburnett@santafenm.gov

Signature:  ANDREA PHILLIPS (Jul 2, 2026 10:50:44 MDT)

Email: akphillips@santafenm.gov

Signature:  Gabrielle Chavez (Jul 2, 2026 10:52:49 MDT)

Email: gnchavez@santafenm.gov

Adopting 2026 Update to Santa Fe Trails Title VI Program (Memo) (1)

Final Audit Report

2026-07-02

Created:	2026-07-01
By:	INDIRA innadasen-gladstone@santafenm.gov (innadasen-gladstone@santafenm.gov)
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"Adopting 2026 Update to Santa Fe Trails Title VI Program (Memo) (1)" History

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 Agreement completed.

2026-07-02 - 4:52:49 PM GMT

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Paul Bustamante

Councilor Patricia Feghali

A RESOLUTION

**APPROVING THE UPDATED SANTA FE TRAILS TITLE IV PROGRAM AND
DIRECTING THE CITY MANAGER TO AUTHORIZE ITS SUBMISSION TO THE
FEDERAL TRANSIT ADMINISTRATION.**

WHEREAS, Santa Fe Trails is the City of Santa Fe’s (“City’s”) public bus system that provides a city-wide network of public transportation.; and

WHEREAS, Santa Fe Trails is a recipient of the Federal Transit Administrations (“FTA”) Urbanized Area Formal Grant funds; and

WHEREAS, as a recipient of FTA funding, Santa Fe Trails is required to maintain a Title VI Program in compliance with the United States City Rights Act of 1964 and FTA Circular 4702.1B; and

WHEREAS, Title VI of the Civil Rights Act of 1964 provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance; and

WHEREAS, Santa Fe Trail’s Title VI Program, attached as Exhibit A, ensures that no

1 person is excluded from participation, denied the benefits of, or subjected to discrimination on the
2 basis of race, color, or national origin in the provision of transit services and programs; and

3 **WHEREAS**, the Title VI Program includes nondiscrimination policies, complaint
4 procedures, public participation efforts, and language assistance measures to ensure equitable
5 access to transportation services for all members of the community; and

6 **WHEREAS**, FTA regulations require the Title VI Program to be updated every three years
7 and submitted to the FTA for review and approval as a condition of continued Federal funding
8 eligibility; and

9 **WHEREAS**, the Public Works Department, Transit Division, prepared the Santa Fe Trails
10 2026 Update to the Title VI Program; and

11 **WHEREAS**, it is an FTA grant requirement that the updated Fiscal Year 2026 Title VI
12 Program be formally accepted by the Governing Body.

13 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
14 **CITY OF SANTA FE** approves the updated Santa Fe Trails Title VI Program, attached hereto as
15 Exhibit A.

16 **BE IT FURTHER RESOLVED** that the Governing Body directs the City Manager to
17 authorize staff to submit the updated Fiscal Year 2026 Santa Fe Trails Title VI Program to the FTA.

18 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2026.
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21 _____
22 MICHAEL J. GARCIA, MAYOR
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ATTEST:

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jul 1, 2026 14:34:21 MDT)
MARCOS D. MARTÍNEZ, CITY ATTORNEY

EXHIBIT A



Title VI Program

June 1, 2026

Contents

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Overview of the Transit System

This Title VI Program for Santa Fe Trails (SFT) was prepared in compliance with FTA's Title VI Circular 4702. IB.

Santa Fe Trails (SFT) provides transit service seven days per week through a network of fixed-route services, on-demand transit zones, Santa Fe Pick-Up shuttle service, and complementary paratransit service. Fixed-route service operates on five primary routes utilizing 13 large buses and 3 shuttles in daily peak service. The agency maintains a total fixed-route fleet of 28 vehicles, consisting of 24 large buses and 4 shuttles. In addition, SFT operates five on-demand service areas that provide flexible transportation options throughout the community. Complementary paratransit service is also provided utilizing a fleet of 17 electric paratransit vans. The Santa Fe Pick-up Shuttle provides circulator service throughout Downtown Santa Fe and Canyon Road. All transit services and facilities are located within the City of Santa Fe, which has an estimated population of approximately 92,000 residents.

SFT has no subrecipients.

Governance

The City of Santa Fe is governed by an elected Mayor and City Council. The Transit Advisory Board (TAB) is a citizens committee appointed by the Mayor that informs and makes recommendations to the City Council on the policies, procedures and development of the City's public transportation system. While active membership varies and there are often vacancies, current membership includes:

Transit Advisory Board				
Male	Female	Caucasian	Hispanic/ Latino	Other
6	4	6	3	1

To encourage representative participation on the Transit Advisory Board, SFT maintains active participation with organizations such as the Santa Fe Chamber of Commerce, Chain Breaker Collective, the Kiwanis Club, Homewise, and various not-for-profit organizations around the city.

Appendix A of this document includes the resolution signed by the Mayor related to development and implementation of this Title VI Program.

Public Notice

The following statement is posted at the SFT office, on the Santa Fe Trails website (<https://santafenm.gov/public-works/transit/nondiscrimination>), and on public transit vehicles in English and Spanish.

Notifying the Public of Rights Under Title VI

Santa Fe Trails operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Santa Fe Trails.

For more information on Santa Fe Trails' Title VI obligations and the procedures to file a complaint, contact 505-955-2001, email santafetrails@santafenm.gov; or visit our administrative office at 2931 Rufina St; Santa Fe, NM 87507.

A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590.

If information is needed in another language, contact 505-955-2001.

Title VI Complaint Procedures

These procedures cover complaints filed under Title VI of the Civil Rights Act of 1964. These procedures do not deny the right of the complainant to file formal complaints with other State or Federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and Santa Fe Trails may be utilized for resolution. Any individual, group of individuals or entity that believes they have been subjected to discrimination prohibited under Title VI and related statutes may file a complaint.

The procedures and form are located in Appendix B of this document. The procedures and form are provided to the public, including on SFT website at <https://santafenm.gov/public-works/transit/nondiscrimination>, in English and Spanish.

Title VI Complaints Received

SFT will prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin:

- Active investigations conducted by FTA and entities other than FTA;
- Lawsuits; and
- Complaints naming the recipient.

This list shall include the date that the transit-related Title VI investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the recipient in response, or final findings related to the investigation, lawsuit, or complaint. This list shall be included in the Title VI Program submitted to FTA every three years.

Over the past three years, SFT has not received any allegations of discrimination based on race, color, or national origins. No active investigations have been conducted by FTA or other entities, and no lawsuits and/or complaints naming SFT have been filed concerning Title VI rights.

Public Participation Plan

SFT's Public Participation Plan (PPP) describes how the agency communicates and distributes information to the public, as well as how the public can interact and provide comments to Santa Fe Trails. The needs of those traditionally underserved by the existing system are sought and considered by the transit system.

Through its public involvement efforts, the Santa Fe Trails will strive to achieve the following goals:

- Avoid, minimize, or mitigate disproportionately high and adverse impacts on our communities.
- Ensure the full and fair participation by all potentially affected communities in the transportation decision-making process.
- Prevent the denial of, reduction in, or significant delay in the receipt of benefits by all populations.

Title VI states that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. SFT will ensure that the input and feedback from all people will be considered in the development of Santa Fe Trails planning documents and activities.

These goals should be considered throughout all public engagement efforts, from project planning through construction and operation. This includes public outreach conducted during transportation planning and during the environmental reviews required by the National Environmental Policy Act (NEPA).

To encourage all voices to participate in developing Santa Fe Trail policies, actions are taken to reduce the barriers for participation in the decision-making process. These actions can include those noted below:

1. When possible, public meetings will be held in locations that are convenient to all communities, including low and moderate-income neighborhoods, and accessible to persons with disabilities.

Such locations include community centers, senior centers and schools. Where possible, the staff of Santa Fe Trails will meet at the locations of businesses, neighborhood groups, stakeholders, and other agencies.

2. Upon request, Santa Fe Trails work products and documents can be made available in alternative, accessible formats and languages other than English.
Public documents, including the agenda and minutes, can be provided, if requested, in various accessible formats. Please contact the Public Works Administrative Assistant if a summary or other type of accessible format is needed.
3. Agencies and organizations that represent low income, minority, and disabled populations are included in Santa Fe Trails' outreach and Santa Fe staff participates in activities of these agencies. This can include organizations such as the Service Core of Retired Executives (SCORE), Santa Fe's Office of Economic Development, Santa Fe Indigenous Center, and the Santa Fe Chamber of Commerce.
4. SFT will evaluate Title VI requirements on a periodic basis to ensure effectiveness of public involvement.
5. The Transit Advisory Board (TAB) is made of citizens reflecting the diversity of our community including a range of races, ages, and sex. The TAB includes frequent Santa Fe Trail riders and actively supports and advocates for the needs of all populations.
6. SFT works with various not-for-profits to provide free or reduced fare passes to disadvantaged members of the community for transportation to medical appointments, shopping, and other essential goods and services. In June 2025, SFT also created a portal enrollment program to assist outreach service coordination and trip enrollment efforts for Consuelo's Place (MTC) and the Arroyo Chamiso Micro Community.
7. From 2023-2025, SFT participated in multiple annual city events focusing on community outreach and participation, including the annual Chamber of Commerce Legislative Banquet, Transportation Day at the Roundhouse, National Night Out, Bike to Work week events, and various other city events providing public transportation, transit resources to the community and opportunities to engage with the public.

Systemwide Service Standards and Policies

Service Standards and Policies have been developed to assure that frequency of service, age and quality of vehicles assigned to routes, quality of stations and location of routes are not determined on the basis of race, color, or national origin. No person will be excluded from participation or denied benefits of the service based on race, color or national origin.

Service Standards

Vehicle Load

Vehicle loads will be determined by the seating capacity of specific vehicles: All vehicles are equipped with standee bars/rails.

Average Vehicle Load Standards: Passenger Capacities				
Vehicle Type	Seated	Standing	Total	Maximum Load Factor
35ft Bus	30	15	45	1.3
30ft Bus	25	15	40	1.3

Vans	23	8	31	1.3
Cutaways	14	6	20	1.0

Headway (the amount of time between two vehicles traveling in the same direction, vary depending on the service provided and the day of week. Headway standards for current services include:

Headways (May vary based on Peak Times/Early Morning/Late Night)			
Santa Fe Trails	Weekday	Saturday	Sunday
Route 1	45	60	60
Route 2	20	20	20
Route 4	45	60	60
Route 5	On-Demand Service	On- Demand Service	On- Demand Service
Route 6	On-Demand Service	On- Demand Service	On- Demand Service
Route M	On-Demand Service	On- Demand Service	On- Demand Service
Route 21	On-Demand Service	On- Demand Service	On- Demand Service
Route 22	On-Demand Service	On- Demand Service	On- Demand Service
Route 24	55	55	55
Route 26	55	55	55
Historic Shuttle	15	15	15
Museum Shuttle			
Canyon Road Shuttle	15	15	15

On Time Performance

On-time performance is based on monitoring the daily operations of Santa Fe Trails' route, Commuter, and Shuttle services based on published standards. Our target is 95% of all transit vehicles will complete the established runs no more than 5 minutes early or late.

A vehicle is considered on time if it departs a scheduled time point within 3 minutes of the published time. Our target for on-time performance is 90% or greater.

Performance is monitored by Dispatch as well as OPS tracking installed on each vehicle. We also encourage all riders to comment on all aspects of service including on-time performance.

Service Availability Standards

The Santa Fe Trails has designed three levels of service to ensure availability to a maximum number of riders.

- Routes: Operates in five neighborhoods providing access to residents within a ¼ mile walk to the nearest bus stop. Service is more frequent during peak hours on the weekday, with less frequent service on Saturday and Sunday
- Commuter Routes: Operates to service college/business parks with maximum service during peak hours. Two routes operate on On-Demand Services to two educational centers.
- Shuttle: Operated in the heavily traveled shopping, art, and museum districts frequented by many tourists and visitors. In addition to providing easy on/Off service, the shuttle provides significant relief from traffic/parking congestion.

Service Policies

Distribution of Transit Amenities

- Bus stop signs are located along the route.
- Information is available on the city's Transit website and printed information can be picked up at SFT's administrative office or mailed. Also posted on each vehicle are route maps and visitor information. PassioGo application technology is available to passengers to download as well as Google Transit to provide current information.
- Waste receptacles are placed throughout the City.
- Santa Fe Trails has purchased and distributed illuminated bus stop lighting throughout the transit system to improve passenger safety, visibility, accessibility, and nighttime wayfinding at bus stops and transit boarding locations.

Vehicle Assignment

- The average age of vehicles is 8 (eight) years. Vehicles are assigned based on capacity required (i.e. for route service, larger vehicles on weekdays, and smaller vehicles on weekends). Vehicles are rotated between routes to assure equitable access to newer vehicles. All vehicles have similar technology such as video capacity and GPS locators.

Limited English Proficiency Plan

I. INTRODUCTION

This Limited English Proficiency (LEP) Plan, for the Santa Fe Trails/dba Santa Fe Trails has been developed in response to federal requirements included under Section 601 of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), which provides that no person shall "on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

As a sub-recipient of funds from the Federal Transit Administration (FTA), through the New Mexico Department of Transportation (NMDOT), this Limited English Proficiency (LEP) Plan for the Santa Fe Trails has been developed to ensure compliance with Federal LEP regulations. It includes an assessment of the limited English proficiency needs of our area, an explanation of the steps we are currently taking to address these needs, and the steps we plan to take in the future to ensure meaningful access to our transit programs by persons with limited English proficiency.

II. POLICY

It is the policy of the Santa Fe Trails to ensure that our programs and activities, normally provided in English, are accessible to Limited English Proficiency (LEP) persons and thus do not discriminate on the basis of national origin in violation of the Title VI prohibition against national origin discrimination. The Santa Fe Trails will, to the maximum extent feasible, in its official deliberations and communications, community outreach and related notifications, provide appropriate alternative non-English formats for persons with LEP to access information and services provided.

III. Four-Factor Analysis

The Four-Factor Analysis requires that information be included in LEP Plans regarding the number and percentage of LEP persons in our area, and the nature, frequency and importance of the contact we have with LEP persons in providing transit services. Each of these elements is addressed below.

Factor 1. Number and Percentage of LEP Persons in Our Area

City of Santa Fe, New Mexico LEP Charts

Geography: place 16000US3570500.

Readable source: <https://data.census.gov/table/ACSDT5Y2024.C16001?q=C16001&g=160XX00US3570500>

Number or Proportion of LEP Individuals

Subject	Total	Speaks English Very Well	Speaks English Less Than Very Well
Population 5 Years or Over	85,853	90.4%	9.6%
Total Speaks a Language other than English	33.2%	71.1%	28.9%
Spanish	28.1%	68.7%	31.3%
Other Indo-European	2.6%	92.6%	7.4%
Asian and Pacific Island	1.5%	73.3%	26.7%
All Other/Unspecified	1.0%	82.6%	17.4%

Interpretation: The first row is a count and overall LEP/non-LEP percentage. The remaining Total entries are percentages of the population age 5 and over; the English-speaking columns are percentages within each row group.

Supporting counts

Language group	Approx. speakers age 5+	Approx. LEP count	LEP share within that language group
Spanish	24,155	7,563	31.3%
Other Indo-European	2,192	163	7.4%
Asian and Pacific Island	1,274	340	26.7%
All Other/Unspecified	849	148	17.4%
All non-English language speakers	28,470	8,214	28.9%

Safe Harbor screening

Language group	Total speaking group	LEP count	LEP % of population 5+	LEP % within group	Safe Harbor?	Source variables
Spanish	24,155	7,563	8.8%	31.3%	Yes	C16001_003E/004E/005E
Other Indo-European	2,192	163	0.2%	7.4%	No	C16001_006E-017E
Asian and Pacific Island	1,274	340	0.4%	26.7%	No	C16001_018E-032E
All Other/Unspecified	849	148	0.2%	17.4%	No	C16001_033E-038E

Spanish is the only screened language group in the City table that exceeds the written-translation Safe Harbor threshold, with 7,563 Spanish-speaking LEP persons, or 8.8% of the population age 5 and over.

Factors 2 & 3. Nature, Frequency and Importance of LEP Contact

1. Nature of Contact

The Transportation Manager will provide Dispatch/Driver Supervisors with specific direction to monitor and record in daily dispatch record the frequency of contacts with LEP persons. Information will be reviewed quarterly. The Transit Division Director will monitor and ensure that Title VI provisions and LEP persons are not denied or delayed in the provision of any service or benefit from the transportation planning process or the implementation of federally funded projects.

The Santa Fe Trails provides service throughout the community. Mobility limited persons are accommodated in compliance with the Americans with Disabilities Act. Contacts with all riders, including LEP persons, include:

- All contact information is available in Spanish
- Printed brochures/schedules are available in Spanish when requested.
- Phone numbers to contact for additional information are prominently displayed on both the printed schedule and each bus.

2. Frequency of Contact

Based on driver feedback and information into our call center, there are minimal requests for additional alternate language information beyond English and Spanish.

3. Importance of Contact

In rating the importance of current contacts or potential contacts with LEP individuals, Santa Fe Trails takes the position that all riders are important and, while there are minimal requests for alternate languages, this service can be provided. For many of our passengers, transit is the primary transportation mode for work, shopping, and medical appointments, therefore the service we provide is understood to be important to our community.

Factor 4. Resources Available for LEP Outreach

The Santa Fe Trails allocates the necessary resources for LEP outreach. At this time, that includes funding for translation service and website enhancement. There is a significant number of bilingual staff speaking both English and Spanish when oral translation is needed.

IV. LANGUAGE ASSISTANCE PLAN

The Santa Fe Trails will comply with the "safe harbor" concept as it applies to the translation written of documents when certain thresholds are exceeded. Oral interpretation is also available. Safe Harbor guidelines include providing written translations of vital documents for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered.

Current vital documents available in Spanish include the Santa Fe Trails website which is programmed to translate into Spanish, rider information (programmed into the website), and Title VI/ADA complaint process and form, and the Title VI notice.

A. How Will You Identify LEP Persons Who Need Language Assistance?

- Driver Team will be front line for identifying needs
 - Dispatch/Driver Supervisors will monitor and record requests for LEP
 - Language alternatives will be coordinated with Santa Fe MPO; New Mexico Road Runner Express will be advised of access to alternate languages if needed.
 - City Council will be advised of plan.
- B. How Will You Identify Language Assistance Measures?
- Actively review additional options for providing service.
 - Monitor number of requests for alternate language materials based on requests recorded by Dispatch/Driver Supervisors.
- C. How Will Your Staff Be Trained?
- Driver Team training will include Customer Service Standards with a module on assisting Limited English Proficiency riders.
 - All Dispatch/Information staff will have availability to a bilingual staff person.
- D. What Will Be Your Outreach Efforts?
- All requests for information will be provided in alternate languages.
 - Drivers will be asked to provide input into additional opportunities to reach non-English speakers.
 - We will continue to maintain and support contact with organizations supporting minority communities such as SCORE Mentors, Santa Fe Small Business Center, and the Santa Fe Hispanic Chamber.
- E. What Is Your Monitoring and Updating Plan?
- Request routine feedback from Driver Team contractor concerning any increased demand/incidents of needing information.
- F. How Will You Disseminate Your LEP Plan?
- Copies will be provided to Driver Team Supervisors.
 - Copies will be provided and reviewed by the TAB.
 - All Administrative Staff will be provided with a copy.

Siting of Fixed Facilities

SFT has not sited any new facilities in the past three years and does not have plans to do so in the upcoming three years.

Appendix A

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-55

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

**APPROVING THE CITY OF SANTA FE'S TITLE VI TRANSIT PROGRAM AS
REQUIRED BY THE FEDERAL TRANSIT ADMINISTRATION.**

WHEREAS, the City of Santa Fe ("City") is required to submit a Title VI Program to the
Federal Transit Administration ("FTA") once every three years; and

WHEREAS, the Reporting Requirements included in the Title VI Requirements and
Guidelines includes a requirements that a recipient's governing body approve the Title VI Program
prior to submittal by the recipient to the FTA.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
CITY OF SANTA FE** that the City's Title VI Transit Program, attached as Exhibit A, is hereby
approved.

BE IT FURTHER RESOLVED that the City Manager is directed to submit the Title VI
Program to the Federal Transit Authority.

PASSED, APPROVED, and ADOPTED this 13th day of October, 2021.

10351.1

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ALAN WEBBER, MAYOR

ATTEST:



KRISTINE MIHELIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-55 Title VI Transit Program Adoption

10351.1

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Appendix B

Title VI complaint procedure and form.

City of Santa Fe-Santa Fe Trails Title VI/ADA Complaint Procedures

Santa Fe Trails is committed to a policy of nondiscrimination in the provision of public transportation service. If you believe that you have been subjected to discrimination due to your race, color, national origin, or disability, or have a complaint about the accessibility of our service, you can file a complaint. Please provide all facts and circumstances surrounding your issue or complaint so we can fully investigate the incident.

How do you file a complaint?

You can call the Transit Director of Administration at (505) 955-2001 or use the accompanying form.

You may file a signed, dated and written complaint no more than 180 days from the date of the alleged incident. The complaint should include:

- Your name, address and telephone number.
- How, why, and when you believe you were discriminated against. Include as much specific, detailed information as possible about the alleged acts of discrimination and any other relevant information.
- The names of any persons, if known, whom we could contact for clarity of your allegations.

Please mail, email, or return your completed form to:

Transit Director of Administration
2931 Rufina Street
Santa Fe, NM 87507
santafetrails@santafenm.gov

Do you need complaint assistance?

If you are unable to complete a written complaint due to a disability or if information is needed in another language we can assist you. Please contact us at (505) 955-2001.

How will your complaint be handled?

Once a completed complaint is received, we will determine if we have jurisdiction. The complainant will receive a letter acknowledging receipt of the complaint and whether we have jurisdiction to investigate the complaint.

Santa Fe Trails will generally complete an investigation within 90 days from receipt of a complaint. If more information is needed to resolve the case, we may contact you. Unless we specify a longer period, you will have ten (10) days from the date of the request to send the

requested information. If the requested information is not received, we may administratively close the case. A case may also be administratively closed if you no longer wish to pursue it.

After the investigation is complete, Santa Fe Trails will send you a letter summarizing the results of the investigation, stating the findings, and advising of any corrective action to be taken as a result of the investigation. If you disagree with our determination, you may request reconsideration by submitting a request in writing to us within seven (7) days after the date of the letter, stating with specificity the basis for the reconsideration. We will notify you of the decision either to accept or reject the request for reconsideration within ten (10) days. In cases where reconsideration is granted, we will issue a determination letter to the complainant upon completion of the reconsideration review. Complaint records are retained permanently.

Do I have other options for filing a complaint?

We encourage that you file the complaint with us. However, you may file a complaint with the Federal Transit Administration:

Federal Transit Administration
Office of Civil Rights
1200 New Jersey Avenue SE
Washington, DC 20590
1-202-366-4043
www.transit.dot.us

How do I obtain more information?

If you need more information on our nondiscrimination obligations or complaint procedure, please contact us at (505) 955-2001.

**City of Santa Fe-Santa Fe Trails
TITLE VI/ADA COMPLAINT FORM**

If you believe that you have been subjected to discrimination due to your race, color, national origin, or disability, or have a complaint about the accessibility of our transportation service, you can use this form to file a complaint. Please provide all facts and circumstances surrounding your issue or complaint so we can fully investigate the incident.

Please mail, email or return this form to:

Transit Director of Administration
2931 Rufina Street
Santa Fe, NM 87507
santafetrails@santafenm.gov

1. Complainant's name:		
Address:		
City:	State:	Zip Code:
Daytime telephone: ()		
E-mail address:		
Do you prefer to be contacted via e-mail? ☐ Yes ☐ No		
2. Are you filing this complaint on your own behalf? ☐ Yes If YES, please go to question 6. ☐ No If NO, please go to question 3.		
3. Please provide your name and address. Name of person filing complaint:		
Address:		
City:	State:	Zip Code:
Daytime telephone: ()		
E-mail address:		
Do you prefer to be contacted via e-mail? ☐ Yes ☐ No		
4. What is your relationship to the person for whom you are filing the complaint?		
5. Please confirm that you have obtained the permission of the aggrieved party to file a complaint on their behalf. ☐ Yes, I have permission. ☐ No, I do not have permission		
6. I believe that the discrimination I experienced was based on (check all that apply). ☐ Race ☐ Color ☐ National Origin ☐ Disability ☐ Accessibility Issue ☐ Other		
7. Date of alleged discrimination (Month, Day, Year):		

8. Where did the alleged discrimination take place?
9. Explain as clearly as possible what happened and why you believe that you were discriminated against. Describe all of the persons that were involved. Include the name and contact information of the person(s) who discriminated against you (if known). <i>Use the back of this form or separate pages if additional space is required.</i>
10. Please list any and all witnesses' names and phone numbers/contact information. <i>Use the back of this form or separate pages if additional space is required.</i>
11. What type of corrective action would you like to see taken?
12. Have you filed a complaint with any other federal, state, or local agency, or with any federal or state court? ☐ Yes If yes, check all that apply. ☐ No ☐ Federal agency (list agency's name) ☐ Federal court (provide location) ☐ State court ☐ State agency (specify agency) ☐ County court (specify court and county) ☐ Local agency (specify agency)

13. Please provide information about a contact person at the agency/court where the complaint was filed.		
Name:	Title:	
Agency:	Telephone: ()	
Address		
City:	State:	Zip Code:

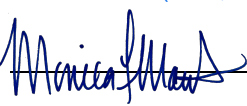
You may attach any written materials or other information that you think is relevant to your complaint.

Name and date is required:

_____	_____
Name/Signature	Date

If you completed Questions 3, 4 and 5, your signature and date is required

_____	_____
Name/Signature	Date

FISCAL IMPACT REPORT**General Information:**(Check) Bill: _____ Resolution: X Short Title(s): Adopting the 2026 Update to Santa Fe Trails Title VI ProgramSponsor(s): Councilor Paul Bustamante and Councilor Patricia FeghaliReviewing Department(s): Public Works Department-Transit DivisionStaff Completing FIR: Gabrielle Chavez Date: 6/30/2026 Phone: (505) 469-3405Reviewed by City Attorney: Marcos Martinez Date: 07/01/2026
Marcos Martinez (Jul 1, 2026 14:34:21 MDT)Reviewed by Finance Director:  Date: 07/01/2026**Summary:**

The proposed resolution would approve the Santa Fe Trails 2026 Update to the Title VI Program and direct the City Manager to authorize its submission to the Federal Transit Administration ("FTA"). The Santa Fe Trails Title VI Program is a requirement of the United States Department of Transportation, for public transportation systems that receive federal funding under the FTA's Urbanized Area Formal Grant fund.

Departments Affected:Public Works Department (Transit Division).**Consequences of Not Enacting Legislation:**

If this legislation is not adopted, the City's Transit Division could become ineligible to receive grant awards administered by the Federal Transit Administration (FTA) for reimbursement of Operating and Capital Funds for Public Transportation provided by the City of Santa Fe. Potential consequences could result in findings during audits or compliance reviews, delays in grant approvals, corrective action requirements and/or suspension or loss of federal funding.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:None.**Performance and Administrative Implications:**

Approval and submission of Santa Fe Trail's 2026 Updated Title VI Program will allow compliance and continuity to receive reimbursement from the FTA and will allow the Transit division to continue to operate safe and reliable public transportation service within the City's service area.

Fiscal Implications:

Noncompliance of transportation-related Title VI requirements could jeopardize authorization of Transit's FTA grant awards. Accepting Transit's Title VI program will ensure that the City remains compliant with Federal grant award requirements so that the City may qualify for FTA grant funding for public

transportation services. **Based on a 4-year average, the City of Santa Fe has collected \$3,600,000 per year from the FTA for operation of Santa Fe Trails. If the past predicts the future, the City can expect a similar amount of funding from the FTA for the next four years.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Benefits*</u>							
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

**See Fiscal Implications Narrative above.

Signature:

Email: jsburnett@santafenm.gov

Signature:

Email: gnchavez@santafenm.gov



Michael J. Garcia, Mayor

DATE: July 6, 2026

TO: Governing Body, Finance Committee, Public Works and Utilities Committee, and Quality of Life Committee

FROM: Andy Hopkins, Budget Officer *AJH*
Christina Martinez, Senior Budget Analyst *CFM*

VIA: Monica Maestas, Finance Director *mm*

ITEM AND ISSUE:

The resolution approves budget amendments and associated New Mexico Department of Finance and Administration/Local Government Division (DFA/LGD) Summary Schedules for the City of Santa Fe, the Buckman Direct Diversion and Santa Fe Solid Waste Management Agency, and requests Department of Finance and Administration approval of City of Santa Fe ("City") budget amendments for the fiscal year quarter ending June 30, 2026 (Fourth Quarter).

BACKGROUND AND SUMMARY:

Attached is a resolution listing increases/decreases to the Fiscal Year 2025-2026 (FY2025/26) operating and capital projects budget. These amendments are included in this resolution because they result in a net increase or decrease to the various funds affected and thus require approval from the New Mexico Department of Finance/Local Government Division (DFA/LGD) as part of the quarterly budget resolution. The schedule of detail supporting these increases/decreases is presented as Exhibit A of the proposed resolution in four sections:

- A. Sub-Section A: Amendments to FY 2025/26 Budget That Have Previously Been Approved by the Governing Body: these budget amendments have been previously approved by the Governing Body and reflect amendments that exceed \$60,000 and result in a net increase or decrease to any funds (and do not represent re-appropriations of unspent budget amounts from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to DFA/LGD for its review and approval. Presentation of these amendments in a single resolution in this way is more efficient than the alternative of presenting a revised resolution to DFA/LGD for each individual budget amendment approved by the Governing Body.
- B. Sub-Section B: Amendments to FY 2025/26 Budget Previously Approved by other City Actors pursuant to SFCC 1987, Section 11-4 (A), (B) and (G): these amendments were approved by and

City Council

Alma G. Castro, District 1
Patricia Feghali, District 1

Elizabeth "Liz" Barrett, District 2
Paul C. Bustamante, District 2

Lee Garcia, Mayor Pro Tem, District 3
Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4
Amanda Chavez, District 4

executed under the authority of the Finance Director (if the net budgetary change to any fund was under \$5,000) or the City Manager (if the net budgetary change was between \$5,000 and \$60,000), per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over \$60,000), which, per City ordinance, the Finance Director may approve based on the prior year's Governing Body-approved budget authority.

- C. Sub-Section C: Joint Operations (Buckman Direct Diversion & Santa Fe Solid Waste Management Agency) – Board-Approved Amendments to FY 2025/26 Budget: as the title of this section states, these amendments reflect net changes to the Buckman Direct Diversion and Santa Fe Solid Waste Management Agency joint operations budgets, approved and entered under the authority of the governing boards of those entities, contingent upon City approval. Like the amendments outlined above, these budgetary changes are included in this resolution for the purpose of presenting all quarterly net budgetary fund changes to DFA/LGD for its approval as required by New Mexico state statute.
- D. Sub-Section D: Summary of All Quarterly Amendments to FY 2025/26 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous three sections (A-C). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of \$7,988,331 and a net increase to the overall revenue budget of \$5,680,554. The resulting net expenditure increase of \$2,307,777 (over and above additional revenue) is supported by current budgeted revenues and/or available fund balances.
- E. Sub-Section E, Summary Schedule – Quarterly Budget Amendments Resolution (BAR) – DFA/LGD Reconciliation: as required by DFA/LGD, this section summarizes the City's submittal of Fourth Quarter Budget Amendments to DFA/LGD, expressed in both the City of Santa Fe fund structure and the DFA/LGD fund structure.

Pursuant to SFCC 1987, Section 11-4 (D), the Budget Office summarizes all amendments resulting in net budgetary fund changes in a Resolution on a quarterly basis for Finance Committee consideration and Governing Body approval of the Resolution and subsequently submits said amendments to DFA/LGD for its approval.

ACTION RECOMMENDED:

Finance staff recommend that the Governing Body approve the resolution. Upon approval, the Resolution will be forwarded to DFA/LGD for its approval as is required by New Mexico state statute.

ATTACHMENTS

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Mayor Michael Garcia

A RESOLUTION

**APPROVING BUDGET AMENDMENTS AND ASSOCIATED NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION/LOCAL GOVERNMENT
DIVISION SCHEDULES SUMMARIZING THE FOURTH QUARTER AMENDMENTS
AND REQUESTING THAT THE NEW MEXICO DEPARTMENT OF FINANCE AND
ADMINISTRATION APPROVE THE CITY OF SANTA FE'S FOURTH QUARTER
BUDGET AMENDMENTS FOR FISCAL YEAR 2026.**

WHEREAS, SFCC 1987, Section 11-4(D), provides that budget adjustments approved by
the City of Santa Fe's ("City's") Finance Director, City Manager, and the Governing Body shall be
included by fund in a quarterly budget resolution approved by the Governing Body; and

WHEREAS, NMSA 1978, Section 6-6-2(H), provides that the Local Government
Division of the New Mexico Department of Finance and Administration ("DFA/LGD") has the
power and duty to authorize local public bodies to transfer funds from one budget item to another
when the Secretary of the Department approves and a need exists meriting the transfer and the
transfer is not prohibited by law; and

1 **WHEREAS**, Articles 3 and 4 of the Project Management and Fiscal Services Agreement
2 for the Buckman Direct Diversion Project requires that the Buckman Direct Diversion Project
3 Board (“the BDD Board”) establish and submit a budget to the City, Santa Fe County, and Las
4 Campanas and to condition the BDD Board’s approval of the budget on “appropriation by the City
5 and/or [Santa Fe] County in an appropriate budget or budget amendment”; and

6 **WHEREAS**, the Joint Powers Agreement for the Santa Fe Solid Waste Management
7 Agency (“SWMA”) requires that the SWMA recommend an annual budget, which “shall not be
8 formally adopted or implemented unless and until it is approved by each of the City and [Santa Fe
9 County]”; and

10 **WHEREAS**, the BDD Board and SWMA have approved Fourth Quarter adjustments for
11 their respective budgets and these adjustments have been incorporated into the City’s proposed
12 Fourth Quarter Budget amendments; and

13 **WHEREAS**, DFA/LGD requires that the City’s Fourth Quarter Budget Amendments
14 Resolution include DFA/LGD’s structural account matrix (Exhibit A, Subsection E); and

15 **WHEREAS**, a Fourth Quarter Review of the Fiscal Year 2026 Budget shows a need to
16 address significant priorities through adoption of net budget amendments that the Governing Body,
17 City Manager or Finance Director, Buckman Direct Diversion Board or the SWMA’s Board have
18 authorized.

19 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
20 **CITY OF SANTA FE** that it approves the budget amendments for the BDD Board and the
21 SWMA’s Board.

22 **BE IT FURTHER RESOLVED** that the Governing Body respectfully requests that the
23 Secretary of the New Mexico Department of Finance and Administration approve the Fourth
24 Quarter Budget Amendments and associated DFA/LGD schedules, as detailed on the attached
25 Exhibit A, and that the Local Government Division then authorize the amendments.

1 PASSED, APPROVED, and ADOPTED the ____ day of _____, 2026.

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MICHAEL J. GARCIA, MAYOR

6 ATTEST:

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GERALYN F. CARDENAS, CITY CLERK

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11 APPROVED AS TO FORM:

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Marcos Martinez
[Marcos Martinez \(Jul 8, 2026 15:17:12 MDT\)](#)
MARCOS D. MARTINEZ, CITY ATTORNEY

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LOCAL GOVERNMENT DIVISION

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N.M. DEPARTMENT OF FINANCE

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AND ADMINISTRATION

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25 *Legislation/2026/Resolutions/ FY26 Fourth Quarter Budget Amendments*

EXHIBIT A

CITY OF SANTA FE

4th QUARTER FY 2025/26

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SUB-SECTION [A]

**AMENDMENTS TO FY 2025/26 BUDGET
THAT HAVE PREVIOUSLY BEEN
APPROVED BY THE GOVERNING BODY**

CITY OF SANTA FE - FOURTH QUARTER FY 2025/2026
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY THE GOVERNING BODY

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	Appropriation from available balance to Visit Santa Fe to fund downtown security contract [CC apvd. 6/10/26, #9-p]	\$ 150,000	\$ -	\$ (150,000)
213	Lodgers' Tax Fund	Appropriation from available balance to Visit Santa Fe to fund downtown security contract [CC apvd. 6/10/26, #9-p]	150,000	150,000	-
240	Community Development	Adjustment reflecting approved drawdown of US HUD CDBG line of credit balances for ongoing Affordable Housing programs [CC apvd. 4/7/26, #9-h]	479,926	(129,829)	(609,755)
240	Community Development	Adjustment to move Affordable Housing Trust budget to new stand-alone fund (242) [CC apvd. 6/24/26 #10-f]	(11,310,947)	(9,739,096)	1,571,851
242	Affordable Housing Trust Fund	Adjustment to move Affordable Housing Trust budget to new stand-alone fund (242) [CC apvd. 6/24/26 #10-f]	11,310,947	9,739,096	(1,571,851)
251	Library Fund	Allocation of revenue for facilities maintenance and care at Southside Library [CC apvd. 4/30/26, #9-k]	80,000	80,000	-
325	CIP Special Projects	Re-allocation of salary savings to fund ITT end of year expenses [CC apvd. 6/24/26, #10-b]	400,000	400,000	-
330	CIP Streets & Roadways	Appropriation of NM DOT grant for the St. Michael's Drive reconstruction project [CC apvd. 6/10/26, #9-j]	341,760	341,760	-
330	CIP Streets & Roadways	Allocation of roads impact fees to the St. Michael's Rail Trail Pedestrian Crossing project [CC apvd. 6/10/26, #9-h]	256,320	256,320	-
330	CIP Streets & Roadways	Appropriation of NM DOT grant to support the Acequia Trail project [CC apvd. 6/10/26, #9-i]	213,600	213,600	-
355	CIP Parks and Trails	Appropriation from NM DFA grant funding for Ragle Park improvements [CC apvd. 4/29/26, #9-f]	300,000	300,000	-
365	½% GRT Income Fund	Appropriation from available balance to fund emergency repairs to Corte de Princesa [CC apvd. 6/24/26, #9-b]	250,000	-	(250,000)
500	Waste Water Management	Appropriation for additional consultant time on the Utility Billing System Upgrade project [CC apvd. 4/7/26, #9-d]	38,250	-	(38,250)
500	Waste Water Management	Appropriation from available balance for additional enterprise asset management software domains [CC apvd. 6/10/26, #9-L]	17,727	-	(17,727)
505	Water Management	Appropriation from NM OSE grant to fund Nichols Dam and McClure Dam rehabilitation [CC apvd. 2/25/26, #9-k]	3,354,479	3,354,479	-
505	Water Management	Appropriation for additional consultant time on the Utility Billing System Upgrade project [CC apvd. 4/7/26, #9-d]	103,906	-	(103,906)
505	Water Management	Appropriation from available balance for additional enterprise asset management software domains [CC apvd. 6/10/26, #9-L]	44,537	-	(44,537)
510	Environmental Services	Appropriation for additional consultant time on the Utility Billing System Upgrade project [CC apvd. 4/7/26, #9-d]	39,816	-	(39,816)
510	Environmental Services	Appropriation from available balance for additional enterprise asset management software domains [CC apvd. 6/10/26, #9-L]	19,846	-	(19,846)
511	Utilities Administration	Appropriation for additional consultant time on the Utility Billing System Upgrade project [CC apvd. 4/7/26, #9-d]	181,972	181,972	-
511	Utilities Administration	Appropriation from various funds for additional enterprise asset management software domains [CC apvd. 6/10/26, #9-L]	82,110	82,110	-
540	Transit Bus System	Appropriation of FTA grant for Transit agency operations [CC apvd. 5/27/26, #9-g]	-	2,167,799	2,167,799

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
540	Transit Bus System	Amendment of NM DFA grant funds for paratransit operating assistance [CC apvd. 5/27/26, #9-h]	-	(2,558,970)	(2,558,970)
545	Airport	Appropriation of NM DFA grant to fund the reconstruction of the terminal apron [CC apvd. 5/13/26, #9-c]	244,007	244,007	-
545	Airport	Appropriation of NMDOT grant for airport maintenance and supplies [CC apvd. 4/7/26, #10-d]	22,222	20,000	(2,222)
TOTAL - Budget Amendments Previously Approved by the Governing Body			\$ 6,770,478	\$ 5,103,248	\$ (1,667,230)

CITY OF SANTA FE
4th QUARTER FY 2025/26

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SUB-SECTION [B]
AMENDMENTS TO FY 2025/26 BUDGET
PREVIOUSLY APPROVED BY OTHER CITY
ACTORS PURSUANT TO SFCC 1987,
SECTION 11-4 (A), (B) AND (F)

CITY OF SANTA FE - FOURTH QUARTER FY 2025/2026

SUB-SECTION [B]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY OTHER CITY ACTORS

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	Re-appropriation of unspent prior year budget for temporary salaries in order to create term position dedicated to special projects related to homelessness	\$ 20,000	\$ -	\$ (20,000)
100	General Fund	Appropriation from City Manager's office to Charter Review Commission to conduct legislatively required public input sessions	(20,000)		20,000
100	General Fund	Appropriation from City Manager's office to Charter Review Commission to conduct legislatively required public input sessions	20,000	-	(20,000)
100	General Fund	Re-appropriation of unspent prior year Capital budgets to remodel Clerk's office	21,643	-	(21,643)
100	General Fund	Adjustment to ITT internal service charges to Public Works for new hardware purchases	2,600	2,600	-
100	General Fund	Adjustment of ITT internal service charges to Facilities Maintenance for cell phone purchases	1,200	1,200	-
100	General Fund	Adjustment of ITT internal service charges to Fire for mobile phone purchases/communications charges	-	-	-
212	Economic Development	Adjustment to ITT internal service charges to Economic Development for cell phone purchase	-	-	-
213	Lodgers' Tax Fund	Appropriation from revenues earned in excess of budgeted estimates to fund SFCCC operations and supplies	54,355	54,355	-
221	Emergency Services	Appropriation of NM EMNR grant for Fire operating supplies	40,000	40,000	-
232	Impact Fees Fund	Allocation of roads impact fees for the Agua Fria/South Meadows intersection improvements	50,000	-	(50,000)
233	Transportation Grants	Re-appropriation of prior year NM DOT grant/local match for MPO planning and improvement projects	56,138	60,348	4,210
251	Library Fund	Re-appropriation of remaining NM GO Bond funding for purchase of Library materials and equipment	827	827	-
320	CIP Facilities	Appropriation from available balance for remodeling and improvements to Land Use facilities	18,128	18,128	-
330	CIP Streets & Roadways	Allocation of roads impact fees for the Agua Fria/South Meadows intersection improvements	50,000	50,000	-
505	Water Management	Adjustment of ITT internal service charges to BDD for hardware purchases	3,600	3,600	-
520	Santa Fe Convention Center	Appropriation of prior year CCC Gallery funds and Lodger's Tax earned in excess of budgeted estimates for ongoing TSF expenses	60,000	60,000	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Complete Streets Division for hardware purchases	32,448	32,448	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Fire for mobile phone purchases/communications charges	19,500	19,500	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Planning & Land Use for cell phone/tablet purchases	5,100	5,100	-
620	Services to Other Departments	Adjustment of ITT internal service charges to BDD for hardware purchases	3,600	3,600	-
620	Services to Other Departments	Adjustment to ITT internal service charges to Public Works for new hardware purchases	2,600	2,600	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Arts and Culture cell phone purchase	2,400	2,400	-

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
620	Services to Other Departments	Adjustment of ITT internal service charges to the Community Services Administration Division for hardware purchases	2,400	2,400	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Environmental Services Division for mobile phone purchases	2,400	2,400	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Emergency Management for hardware purchases	1,700	1,700	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Economic Development for hardware purchases	1,500	1,500	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Facilities Maintenance for cell phone purchases	1,200	1,200	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Tourism Santa Fe for purchase of cell phone	1,200	1,200	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Constituent Services Division for mobile phone purchase	1,200	1,200	-
TOTAL - Budget Amendments Previously Approved by Other City Actors			\$ 455,739	\$ 368,306	\$ (87,433)

CITY OF SANTA FE
4th QUARTER FY 2025/26

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SUB-SECTION [C]
JOINT OPERATIONS
(BUCKMAN DIRECT DIVERSION & SF SOLID
WASTE MANAGEMENT AGENCY) –
BOARD-APPROVED AMENDMENTS TO FY
2025/26 BUDGET

CITY OF SANTA FE - FOURTH QUARTER FY 2025/2026
SUB-SECTION [C]: JOINT OPERATIONS - BOARD-APPROVED BUDGET AMENDMENTS

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
800	Buckman Direct Diversion	Appropriation from the BDD Repair & Replacement/Settlement Fund for engineering services	\$ 209,000	\$ 209,000	\$ -
801	BDD Repair & Replacement Fund	Appropriation from the BDD Repair & Replacement/Settlement Fund for engineering services	209,000	-	(209,000)
810	SF Solid Waste Mgmt Agency	Appropriation for on-call engineering services for the landfill	260,000	-	(260,000)
810	SF Solid Waste Mgmt Agency	Appropriation from available balance to purchase diesel for the Caja del Rio Landfill	40,000	-	(40,000)
810	SF Solid Waste Mgmt Agency	Appropriation from available balance for stormwater mangement and culverts the Caja del Rio Landfill	31,940	-	(31,940)
810	SF Solid Waste Mgmt Agency	Appropriation from available balance for asphalt repair and maintenance at the Caja del Rio parking lot	12,174	-	(12,174)
TOTAL - Joint Operations - Board Approved Budget Amendments			\$ 762,114	\$ 209,000	\$ (553,114)

CITY OF SANTA FE
4th QUARTER FY 2025/26

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SUB-SECTION [D]
SUMMARY OF ALL QUARTERLY
AMENDMENTS TO FY 2025/26 BUDGET BY
FUND

CITY OF SANTA FE - FOURTH QUARTER FY 2025/2026
SUB-SECTION [D]: TOTAL QUARTERLY AMENDMENTS BY FUND

<i>Fund</i>	<i>Fund Title</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	\$ 195,443	\$ 3,800	\$ (191,643)
213	Lodgers' Tax Fund	204,355	204,355	-
221	Emergency Services	40,000	40,000	-
232	Impact Fees Fund	50,000	-	(50,000)
233	Transportation Grants	56,138	60,348	4,210
240	Community Development	(10,831,021)	(9,868,925)	962,096
242	Affordable Housing Trust Fund	11,310,947	9,739,096	(1,571,851)
251	Library Fund	80,827	80,827	-
320	CIP Facilities	18,128	18,128	-
325	CIP Special Projects	400,000	400,000	-
330	CIP Streets & Roadways	861,680	861,680	-
355	CIP Parks and Trails	300,000	300,000	-
365	½% GRT Income Fund	250,000	-	(250,000)
500	Waste Water Management	55,977	-	(55,977)
505	Water Management	3,506,522	3,358,079	(148,443)
510	Environmental Services	59,662	-	(59,662)
511	Utilities Administration	264,082	264,082	-
520	Santa Fe Convention Center	60,000	60,000	-
540	Transit Bus System	-	(391,171)	(391,171)
545	Airport	266,229	264,007	(2,222)
620	Services to Other Departments	77,248	77,248	-
800	Buckman Direct Diversion	209,000	209,000	-
801	BDD Repair & Replacement Fund	209,000	-	(209,000)
810	SF Solid Waste Mgmt Agency	344,114	-	(344,114)
QUARTERLY TOTAL - ALL FUNDS		\$ 7,988,331	\$ 5,680,554	\$ (2,307,777)

CITY OF SANTA FE
4th QUARTER FY 2025/26

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SUB-SECTION [E]
SUMMARY SCHEDULE –
QUARTERLY BUDGET AMENDMENTS
RESOLUTION (BAR) – DEPARTMENT OF
FINANCE AND ADMINISTRATION/LOCAL
GOVERNMENT DIVISION RECONCILIATION

City of Santa Fe - 4th Quarter FY25-26 Budget Amendments Resolution (BAR) - LGBMS Reconciliation (sorted by CoSF Fund)

CoSF Fund	CoSF Fund Title	LGBMS Fund #	LGBMS Fund Title	Type	Q3-2526	Q4-2526	Qtr chg
100	General Fund	11000	General Operating Fund	Expenditures	153,915,186	153,941,674	26,488
100	General Fund	11000	General Operating Fund	Transfers In	14,409,162	14,412,962	3,800
100	General Fund	11000	General Operating Fund	Transfers Out	23,298,384	23,467,339	168,955
213	Lodgers' Tax Fund	21400	Lodgers' Tax	Expenditures	10,813,558	11,017,913	204,355
213	Lodgers' Tax Fund	21400	Lodgers' Tax	Revenues	19,216,936	19,271,291	54,355
213	Lodgers' Tax Fund	21400	Lodgers' Tax	Transfers In	1,060,091	1,210,091	150,000
221	Emergency Services	29900	Other Special Revenue	Expenditures	5,778,515	5,818,515	40,000
221	Emergency Services	29900	Other Special Revenue	Revenues	5,213,639	5,253,639	40,000
232	Impact Fees Fund	29900	Other Special Revenue	Transfers Out	2,042,123	2,092,123	50,000
233	Transportation Grants	21800	Intergovernmental Grants	Expenditures	679,552	735,690	56,138
233	Transportation Grants	21800	Intergovernmental Grants	Revenues	1,076,978	1,137,326	60,348
240	Community Development	21800	Intergovernmental Grants	Expenditures	34,846,097	24,015,076	(10,831,021)
240	Community Development	21800	Intergovernmental Grants	Revenues	8,356,391	4,557,525	(3,798,866)
240	Community Development	21800	Intergovernmental Grants	Transfers In	8,780,340	2,710,281	(6,070,059)
242	Affordable Housing Trust	21800	Intergovernmental Grants	Expenditures	-	11,310,947	11,310,947
242	Affordable Housing Trust	21800	Intergovernmental Grants	Revenues	-	3,669,037	3,669,037
242	Affordable Housing Trust	21800	Intergovernmental Grants	Transfers In	-	6,070,059	6,070,059
251	Library	29900	Other Special Revenue	Expenditures	1,428,897	1,509,724	80,827
251	Library	29900	Other Special Revenue	Revenues	228,319	308,319	80,000
251	Library	29900	Other Special Revenue	Transfers In	1,175,578	1,176,405	827
320	CIP Facilities	30100	Bond Proceeds Project	Expenditures	19,586,405	19,604,533	18,128
320	CIP Facilities	30100	Bond Proceeds Project	Transfers In	60,000	78,128	18,128
325	CIP Special Projects	39900	Other Capital Projects	Expenditures	5,258,666	5,658,666	400,000
325	CIP Special Projects	39900	Other Capital Projects	Transfers In	3,073,223	3,473,223	400,000
330	CIP Streets & Roadways	30400	Road/Street Projects	Expenditures	19,076,638	19,938,318	861,680
330	CIP Streets & Roadways	30400	Road/Street Projects	Revenues	10,053,796	10,865,476	811,680
330	CIP Streets & Roadways	30400	Road/Street Projects	Transfers In	1,996,702	2,046,702	50,000
355	CIP Parks and Trails	30100	Bond Proceeds Project	Expenditures	18,196,822	18,496,822	300,000
355	CIP Parks and Trails	30100	Bond Proceeds Project	Revenues	12,455,814	12,755,814	300,000
365	1/2% GRT Income Fund	30500	Gross Receipts Tax Proceeds Project	Expenditures	21,571,102	21,817,302	246,200
365	1/2% GRT Income Fund	30500	Gross Receipts Tax Proceeds Project	Transfers Out	19,046,587	19,050,387	3,800
500	Waste Water Management	50300	Wastewater/Sewer Enterprise	Transfers Out	2,649,728	2,705,705	55,977
505	Water Management	50100	Water Enterprise	Expenditures	64,535,601	67,893,680	3,358,079
505	Water Management	50100	Water Enterprise	Revenues	42,368,669	45,723,148	3,354,479
505	Water Management	50100	Water Enterprise	Transfers In	-	3,600	3,600
505	Water Management	50100	Water Enterprise	Transfers Out	7,531,288	7,679,731	148,443
510	Environmental Services	50200	Solid Waste Enterprise	Transfers Out	2,719,963	2,779,625	59,662
511	Utilities Administration	59900	Other Enterprise	Expenditures	12,429,434	12,693,516	264,082
511	Utilities Administration	59900	Other Enterprise	Transfers In	12,429,435	12,693,517	264,082
520	Santa Fe Convention Center	51300	Convention/Events Center	Expenditures	11,305,590	11,365,590	60,000
520	Santa Fe Convention Center	51300	Convention/Events Center	Revenues	890,989	950,989	60,000
540	Transit Bus System	53200	Transit Enterprise	Revenues	10,453,881	10,062,710	(391,171)
545	Airport	50400	Airport Enterprise	Expenditures	27,859,656	28,125,885	266,229

CoSF Fund	CoSF Fund Title	LGBMS Fund #	LGBMS Fund Title	Type	Q3-2526	Q4-2526	Qtr chg
545	Airport	50400	Airport Enterprise	Revenues	24,493,795	24,757,802	264,007
620	Services to Other Depts	69900	Other Internal Service	Expenditures	15,900,239	15,577,487	(322,752)
620	Services to Other Depts	69900	Other Internal Service	Revenues	15,030,806	15,108,054	77,248
620	Services to Other Depts	69900	Other Internal Service	Transfers Out	-	400,000	400,000
800	Buckman Direct Diversion	52100	Joint Utility	Expenditures	16,085,370	16,290,770	205,400
800	Buckman Direct Diversion	52100	Joint Utility	Transfers In	6,912,310	7,121,310	209,000
800	Buckman Direct Diversion	52100	Joint Utility	Transfers Out	304,034	307,634	3,600
801	BDD Repair & Replacement	52100	Joint Utility	Transfers Out	6,912,310	7,121,310	209,000
810	SF Solid Waste Mgmt Agency	52100	Joint Utility	Expenditures	11,938,899	12,283,013	344,114

FISCAL IMPACT REPORT**General Information:**(Check) Bill: _____ Resolution: X Short Title(s): Fourth Quarter Budget Amendments, Fiscal Year 2025/2026Sponsor(s): Mayor Michael GarciaReviewing Department(s): Finance DepartmentStaff Completing FIR: Christina Martinez Date: 7/6/2026 Phone: (505) 629-3063Reviewed by City Attorney: *Marcos Martinez* Date: 07/08/2026
Marcos Martinez (Jul 8, 2026 15:17:12 MDT)Reviewed by Finance Director: *Marcos Martinez* Date: 07/09/2026**Summary:**

The purpose of the Resolution is to approve City of Santa Fe, Buckman Direct Diversion, and Santa Fe Solid Waste Management Agency budget adjustments and associated Department of Finance and Administration/Local Government Division supporting schedules and request Department of Finance Authority to approve Fourth Quarter FY 2026 budget amendments in the form of increases and decreases to various funds, which include adjustments for department priorities, grant adjustments, prior year encumbrances, and increases supported by available revenue.

Departments Affected:Various.**Consequences of Not Enacting Legislation:**

If this legislation is not adopted, the City's budget will not sufficiently reflect the City's actual revenues and expenditures. Adjustments would not be submitted to the New Mexico Department of Finance Administration's approval, as is required by New Mexico State law, NMSA 1978, Section 6-6-2(H).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:None.**Performance and Administrative Implications:**

None. Staff have already performed the necessary actions to comport with the purpose of the proposed budget amendments.

Fiscal Implications:See Resolution, Exhibit A –City of Santa Fe 4th Quarter FY 2025-26 Budget Amendments.**Fiscal Impact** Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 26	FYE 27	FYE 28	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and</u>	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>N</u>	<u>NR</u>	<u>†</u>	
<u>Benefits*</u>							
<u>Capital Outlay</u>	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>N</u>	<u>NR</u>	<u>†</u>	
<u>Contractual/</u>	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>			<u>†</u>	
<u>Professional Services</u>							
<u>Operating</u>	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>			<u>†</u>	
<u>Total:</u>	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>			<u>†</u>	<u>\$ †</u>

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 26	FYE 27	FYE 28	Recurring (R) or Non-recurring (NR)	Fund
General Fund	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>NR</u>	<u>†</u>
Special Revenue	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>NR</u>	<u>†</u>
CIP	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>NR</u>	<u>†</u>
Enterprise	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>NR</u>	<u>†</u>
Internal Service	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>NR</u>	<u>†</u>
Trust & Agency	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>NR</u>	<u>†</u>
Federal	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>NR</u>	<u>†</u>
Other	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>NR</u>	<u>†</u>
Total	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>		

Revenue Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† See Exhibit A – Resolution Detail by Fund