



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** September 26, 2023

**TO:** John Blair, City Manager  
Emily Oster, Finance Director

**VIA:** Thomas Martinez, Director of Operations and Maintenance  
Regina Wheeler, Public Works Department Director

**FROM:** Flora S. Montoya Transit Administrative Manager

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**ACTION:**

Request for approval of a Professional Service Agreement with Lamar Transit Advertising, for Marketing and Advertising Sales for Santa Fe Trails Transit. These services will generate a guaranteed revenue of \$122,500 within the four-year contract, \$7,500 per contract year of Production Credits which will be used to increase ridership, and \$3,000 Media Trade within the second through the fourth year. The total possible revenue for the four-year term is \$365,000. Flora Montoya Transit Administrative Manager, fsmontoya@santafenm.gov, 505-955-2053.

**BACKGROUND AND SUMMARY:**

On March 28, 2023, Transit requested pricing through a Request for Proposal (RFP) #23/04/P. Transit received one submittal from Lamar Transit Advertising. The Evaluation Committee reviewed the Lamars submittal which meets all the requirements of the RFP. Lamar received a total of 932.2 scorable points out of a possible 1000 points.

The Evaluation Committee members were Thomas Martinez, Transit Division Director of Operations and Maintenance, Melissa McDonald Division Director of Parks and Open Spaces and Samuel Burnett, Facilities Division Director. The entire Evaluation Committee agreed that Lamar Transit Advertising meets the requirements of the RFP and agree that Lamar will provide valuable services to the Transit Division.

**PROCUREMENT METHOD:**

Request for Proposal #23/04/P, title Marketing and Advertising Sakes for Santa Fe Trails/Transit.

**FUNDING SOURCE:**

This service will provide revenue, no funding is required.

**Fund Name/Number:** Transit /540

**Munis Org Name/Number:** Transit Administration /5400091

**Munis Object Name/Number:** Mic Revenue/471900

**ATTACHMENTS:**

Evaluation Committee  
Supporting Documents

**CITY OF SANTA FE  
MARKETING AND ADVERTISING SALES FOR 'SANTA FE TRAILS'  
TRANSIT 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 Lamar Transit Advertising, 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 Advertising, rendering services related to Advertising as described in the scope of work for the City, as set forth in this Agreement; and

**WHEREAS**, it is agreed by the parties that the performance of the professional advertising services is for a period of 4 years, 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:

The advertising Program shall consist of the design, sale, placement, management, installation, maintenance, and removal of advertisements on the exterior of buses for the City of Santa Fe Public Transit System., The contractor shall collect revenue from advertising sales and remit such revenue to the City. The Contractor must provide, at a minimum, a local account executive that will be responsible for the day-to-day administration of the account. All of the following services necessary to conduct a revenue-producing advertising Program for the City of Santa Fe Public Transit System, shall be provided according to industry best practices:

- A. **ADVERTISING MEDIA:** Durable advertising signs produced in a process subject to the approval by the City. Placement of commercial advertising on the City buses exterior may be accomplished by means of bus displays and/or vinyl wraps and decals.

- B. RESERVED RIGHTS TO ADVERTISING SPACE:** The City retains exclusive rights to unsold exterior space on all City buses as well as any advertisements to be used by City of Santa Fe to advertise events or promotions shall be provided at cost. To include City sponsored event advertisements on non-revenue Santa Fe Ride vehicles.
- C. ADVERTISING CONTRACTS:** The Contractor shall enter into contracts with advertisers in accordance with the terms of this agreement. Within fifteen (15) days of signing a contract with an advertiser, the Contractor shall provide the Transit Division Director with a copy of signed contracts with Advertisers ("Contracts") via email.
- D. PAYMENT DUE:** Revenues from the contracts are due to the City within thirty (30) days following the end of the month in which the revenue activity occurred, (i.e., if activity is June 1<sup>st</sup> through June 30<sup>th</sup>, payment is due July 30<sup>th</sup>).
- E. INSTALLATION, MAINTENANCE AND REMOVAL OF ADVERTISING:** The Contractor shall be responsible for all liability for installation, maintenance and removal of advertisements on all City buses, shelters and benches on Contracts and shall remove all advertisings within Fifteen (15) working days after the advertisements have expired or have become obsolete.
- F. TIMES OF ADVERTISING INSTALLATION OR REMOVAL:** The Contractor shall be responsible for the installation and removal of exterior advertisings on City buses, shelters and benches at a time that is mutually agreeable to the parties.
- G. WORKSPACE:** The City shall provide a workspace of adequate size and make this workspace accessible to the Contractor for the sole purpose of installing, maintaining or removing advertising media on the City buses.
- H. NO GUARANTEE FOR PARTICULAR ROUTES:** When soliciting Contracts, the Contractor shall notify the potential advertiser that the City does not guarantee the particular bus on which the advertiser's advertising appears will be used on any particular route or in any particular service.
- I. ADHERENCE TO LAW AND POLICIES:** The Contractor and advertiser shall comply with all applicable Federal, State, County and City ordinances, regulations and policies regarding advertising and shall have this term in all Contracts.
- J. NO CITY ENDORSEMENT:** Advertisements that express an opinion or point of view are to contain in large, clear, and visible type, the statement "No City Endorsement Implied." The City shall specify and approve the size, placement and color this statement prior to production of such advertisements.
- K. GRAFFITI REMOVAL:** The Contractor is responsible for removal of any graffiti tagged on advertising media installed on the City buses, shelters and benches. Graffiti removal must occur within ten (10) calendar days of discovery by the City or Contractor, whichever occurs first; however, a goal of seven (7) calendar days or sooner is recommended. City staff will notify the Contractor of each occurrence. In addition, Contractor shall also inspect for graffiti bi-monthly and remove within the above stated time-frame. Failure to comply with this requirement may result in cancellation of the Agreement.

- L. **UV PROTECTED:** The Contractor shall be required to ensure that all advertising media installed on City buses, shelters and benches, withstand the sun without fading and maintain a professional appearance throughout the duration of their showing. If signs or decals become faded or unattractive the Contractor shall replace the advertisement.
- A. **ART SHELTERS:** No advertising is permitted on shelters.
- B. **PROJECT MEETINGS:** The Contractor shall meet with City representatives, community representatives, and at regularly scheduled meetings on an as-needed basis. Contractor shall be available at reasonable times and intervals to plan work and review work in progress and fully coordinate all activities with staff. Contractor will obtain approval from the City before placing any advertising.
- C. **PUBLIC INFORMATION:** The City agrees to make available public information, in accordance with the Inspection of Public Records Act, which may include: background information, fleet roster, route timetables, ridership data and other pertinent information.
- D. **ACTIVITY REPORT:** A report provided in .pdf format shall be provided on the effectiveness of the advertisement sales efforts shall be submitted to the City on a monthly basis. The report shall include at a minimum the detail of sales calls, leads, ads placed, sales, payments, expenses, and other financial data.
- E. **CONTRACT TERMINATION REQUIREMENT:** Following termination of Agreement, the Contractor shall leave the advertising space on exterior of buses, shelters and benches in the same condition as it existed at the beginning of the Agreement, excepting reasonable wear and tear.
- F. **MEDIA TRADES.** Media trading is the practice of purchasing advertising space, such as in case of banners, packages, videos, native advertisements, audio, etc, in real-time via the use of automated auctions, like real-time bidding, on websites that make all or a portion of their inventory accessible on marketplaces. Lamar Transit will offer the City of Santa Fe a \$90,000 Media Trade Bank that may be utilized in the second through the fourth year of the contract. For each executed contract year, Lamar will provide a media trade bank in the amount of \$30,000 as described in section 3.C, below. These funds may be used by the City of Santa Fe to advertise in various forms of media, such as radio, television, cable channels, print or electronic media, to promote transit travel and transit-related services.

## **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 Contractor shall pay a minimum guaranteed monthly payment of two thousand eighty-three dollars (\$ 2,083) to the City, regardless of whether revenues received from advertising sales are sufficient to cover the minimum guaranteed payment. Therefore, the Contractor agrees to pay to the City an annual minimum guaranteed payment of twenty-five thousand dollars (\$25,000), (*monthly payment x 12 months*), **OR** fifty percent (50%) of advertising revenue received each year, whichever is greater.
- B. The Contractor also agrees to pay to the City a guaranteed minimum annual payment of seven thousand five hundred dollars, (\$7,500) Production Credit.
- C. The Contractor also agrees to pay to the City a guaranteed minimum annual payment within the second contract year of thirty thousand dollars, (\$30,000) in Media Trade. The media trade bank offer has a convertible cash option. The City has the option to convert up to ten thousand dollars (\$10,000) cash of any unused trade dollars toward the current year's minimum annual guaranteed calculation. This is available for each executed option years two through four.
- D. Media Trade Bank and Production Credits reset at the beginning of each contract year and cannot be combined with any other year's bank or credit.
- E. The TOTAL minimum annual guaranteed payment from the Contractor to the City of Santa Fe shall be the sum of subsections A and B above.
- F. The Contractor shall submit monthly reports detailing advertising revenue received and shall submit monthly payments to the City for fifty percent (50%) of revenues received each month, or a payment equal to one-twelfth of the minimum guaranteed annual payment shown above, whichever is greater.
- G. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.
- H. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on March 1, 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 not to exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

5. **Termination.**

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

shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein.

*THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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

## **6. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Governing Body, 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.**

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

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 5 herein, or to agree to the reduced funding.

**15. Entire Agreement.**

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

**16. Penalties for violation of law.**

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

**17. Equal Opportunity Compliance.**

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

**18. Applicable Law.**

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



**19. Workers Compensation.**

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

**20. Professional Liability Insurance.**

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

**21. Other Insurance**

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

- A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.
- B. **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

**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:

Thomas Martinez, Transit Division Director  
City of Santa Fe  
2931 Rufina St.  
Santa Fe, NM 87507  
[tmartinez@santafenm.gov](mailto:tmartinez@santafenm.gov)

To the Contractor:  
Lamar Transit LLC.  
Neal Gatherum  
655 E. 4500 S. Ste100  
Salt Lake City, UT 84107  
[ngatherum@lamar.com](mailto:ngatherum@lamar.com)

**28. Authority.**

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

**29. Merger.**

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

**30. Non-Collusion.**

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

**31. Default/Breach.**

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

**32. Equitable Remedies.**

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

**33. Default and Force Majeure.**

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

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

CITY OF SANTA FE:

*John Blair*  
John Blair (Feb 13, 2024 13:39 MST)

JOHN BLAIR, CITY MANAGER,

DATE: Feb 13, 2024

CONTRACTOR:  
LAMAR TRANSIT ADVERTISING

*Neal Gatherum*  
NEAL GATHERUM

VICE PRESIDENT  
TITLE

DATE: Jan 26, 2024

CRS# 46-4242858

Registration # 235809

ATTEST:

*Geralyn Cardenas*  
Geralyn Cardenas (Feb 14, 2024 11:40 MST)

GERALYN CARDENAS, INTERIM CITY CLERK

XIV

CITY ATTORNEY'S OFFICE:

*Marcos Martinez*  
Marcos Martinez (Jan 29, 2024 11:48 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*Emily K. Oster*  
Emily K. Oster (Feb 13, 2024 12:21 MST)

EMILY OSTER, FINANCE DIRECTOR

Org. 51400 (Transit Administration) Object 471900 (Mis Revenue)

## COST RESPONSE SUMMARY - REVISED

Total MAG of **\$245,000** over four years

PLUS a Production Credit of **\$30,000** over four years

PLUS a Media Trade Bank of **\$90,000** with a convertible **CASH** option  
(see details below)

Lamar's Alternative Cost Response-B offers Santa Fe Trails:

- The greater of a MAG of \$245,000 or fifty percent (50%) of net revenue generated over the course of four years.
- MAG Prepayment each contract year with an annual true-up
- The escalation MAG each option year exercised
- Production Credit of \$7,500 per contract year
- Media Trade Bank of \$30,000 per additional contract year executed (see below)
- Access to Lamar's graphic art design capabilities at no cost to Santa Fe Trails
- Contract Terms: One Base Years + Three, (1) One Year Option Years

	("a") Minimum Annual Guarantee	("b") Production Credit	("c") Media Trade	("d") TOTAL	Percentage of Contract Revenues
Year 1	\$50,000	\$7,500	-	\$57,500	50%
Year 2	\$60,000	\$7,500	\$30,000	\$97,500	50%
Year 3	\$65,000	\$7,500	\$30,000	\$102,500	50%
Year 4	\$70,000	\$7,500	\$30,000	\$107,500	50%
Totals	\$245,000	\$30,000	\$90,000	\$365,000	

Each Minimum Annual Guarantee will be prepaid in full to Santa Fe Trails

- Pre-payment for the entire Year One MAG will be issued within 30 days following contract execution. Payment for each subsequent year will be made 30 days prior to the new contract year commencement date.

**PRODUCTION CREDIT: \$7,500/year & MEDIA TRADE: \$30,000/year**

- In addition to the annual MAG, Lamar will provide a Production Credit of up to \$7,500 each year of the contract term for Santa Fe Trails' promotional or community messaging. The credit includes graphic art design, printing and installation/removal by Lamar's graphic design staff and Lamar's printing/installation/removal vendors.

- Starting year two, Lamar will provide a media trade bank in the amount of \$30,000 for each option year exercised (years 2-4). These funds may be used by the City to advertise in various forms of media, such as radio, television, cable channels, print or electronic media to promote transit travel and other transit-related services.
- The media trade bank offer has a convertible cash option. Lamar is offering the City the option to convert up to \$10,000 cash of any unused trade dollars toward the current year's minimum annual guarantee calculation. This is available for each executed option year (2-4).
- Media Trade Bank and Production Credits reset at the beginning of each contract year and cannot be combined with any other year's bank or credit.





DATE: September 27, 2023

TO: Travis Dutton-Leyda, Chief Procurement Officer

FROM: Flora S. Montoya, Procurement Manager

SUBJECT: Evaluation Committee Report, Marketing and Advertising Sales for Transit  
RFP# 23/04/P

In accordance with the Request for Proposals for Marketing and Advertising Sales for 'Santa Fe Trails' Transit issued February 24, 2023; one responsive proposal was timely submitted from the following Offeror:

Lamar Transit, LLC

and evaluated by the committee.

#### **Summary of Evaluation Committee Activity**

The Evaluation Committee members are as follows:

Thomas Martinez, Director of Operations and Maintenance, City of Santa Fe  
Melissa McDonald, Acting Director Parks and MRC, City of Santa Fe  
Samuel Burnett, Facilities Division Director, City of Santa Fe

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- March 28, 2023: Evaluation Committee met to review Evaluation Committee duties and RFP process, and to receive Offeror technical proposal(s).
- March 28 – April 4, 2023: Evaluation Committee reviewed technical proposals by specifications.
- May 15, 2023: Evaluation Committee and Procurement Manager met to discuss technical proposals and scores.
- May 16, 2023: Procurement Manager distributed Cost Proposals to Evaluation Committee
- May 16, 2023: Evaluation Committee scores Cost Proposals
- June 1, 2023: procurement Manager Jacqueline Romero terminated her employment with the City of Santa Fe. A new Procurement Manager, Flora Montoya, signed a confidentiality agreement and was appointed for this position.
- June 2, 2023: Best and Final Offers are held with the one and only Offeror.
- June 28, 2023: Received Best and Final Offers.



#### Section IV.D.1 – Financial Stability

	<u>Lamar Transit, LLC.</u>
<u>Pass/Fail</u>	Pass

##### Evaluation Factors:

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements.

##### Lamar Transit, LLC

The Evaluation Committee awarded Lamar Transit, LLC a pass as provided their financials to include their most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years in the annual report they provided.

#### Section IV.D.2 – Letter of Transmittal Form

	<u>Lamar Transit, LLC.</u>
<u>Pass/Fail</u>	Pass

##### Evaluation Factors:

The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX C. The form must be completed and must be signed by the person authorized to obligate the company. Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.

##### Lamar Transit, LLC

The Evaluation Committee awarded Lamar Transit, LLC a pass Lamar provided their Letter of Transmittal Form and completed all the required areas.

#### Section IV.D.3 – Campaign Contribution Disclosure Form

	<u>Lamar Transit, LLC.</u>
<u>Pass/Fail</u>	Pass



#### **Evaluation Factors:**

Offerors must complete the Cost Response Form in APPENDIX D, which will become an attachment to the resultant Agreement. Failure to adhere to the requirements on APPENDIX B will result in Offeror being deemed non-responsive and will be eliminated from consideration under this RFP.

#### **Lamar Transit, LLC**

The Evaluation Committee awarded Lamar Transit, LLC a pass as they certified that there were no contributions in the aggregate totaled over two hundred fifty dollars to any of the listed public officials by their company, family members, or representatives.

#### **Section IV.B.1, Organizational Experience (250 Total Points)**

	<u>Lamar Transit, LLC.</u>
<b><u>Offeror Points</u></b>	233.33

#### **Organizational Experience**

Offeror must:

- a) provide a detailed description of a minimum of five (5) years' relevant corporate experience with city or state government and private sector. Experience does not mean only the longest tenure in the field and the effectiveness in clearly communicating the submittal requirements. Provide the types of successful campaigns implemented and samples of campaigns to show evidence of experience. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of advertising. All advertising with transit agencies on transit buses provided to private sector will also be considered.
- b) provide a brief resume of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified personnel involved in building, maintaining, and installation of advertisements on vehicles. Offeror must include key personnel education, work experience, relevant certifications/licenses. Also, provide the organizational chart of the entire company and (3) letters of recommendation from similar projects/programs performed for private, city, state, or large local government clients within the last three (3) years.
- c) indicate how many advertisement wraps have been installed in the last two years and what percentage of business revenue is derived from advertisement wrap engagements.
- d) describe at least two project successes and failures of an advertisement engagement.  
Include how each experience improved the Offeror's services.



#### **Evaluation Factors:**

Points will be awarded based on the thoroughness and clarity of the Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge with accounting services for municipalities and state government entities; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

#### **Lamar Transit, LLC**

The Evaluation Committee awarded Lamar Transit, LLC 233.33 points based on the Offeror's response. Offeror's proposal stated they have nearly 40 years of experience. Their revenue information was listed to show growth with other transit companies such as ABQ Ride service. They provided 3 letters of recommendation from Metro, Birmingham-Jefferson County Transit, and TARC. They listed all staff that would be working on our advertisements and provided resumes for key personnel. They also provided a very detailed organizational chart. They detailed the amount of ads installed by their installation specialists in 2021 and 2022. They also provided information for their advertising, design, production, installation, maintenance/repair, and removal of exterior ads on the buses. They specialize in full and partial large-format ads. They did provide successes but did not provide a failure or talk directly about what they have learned through their challenges.

#### **Section IV.B.2, Organizational References (200 Total Points)**

	<u>Lamar Transit, LLC.</u>
<u>Offeror Points</u>	200

#### **Organizational References**

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Staff assigned to reference engagement that will be designated for work per this RFP; and
- e) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX E, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the**



**Questionnaire directly to the designee identified in APPENDIX E. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

#### **Evaluation Factors:**

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

#### **Lamar Transit, LLC**

The Evaluation Committee awarded Lamar Transit, LLC 200 points based on the provided organization references from LAVTA, Metro, and City of ABQ. Offeror provided the minimum required three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years. The list did include items a-e as requested in the RFP. All three (3) references listed communication, customer service, revenues, and execution were met or exceeded by Lamar Transit, LLC. One reference indicated that Lamar provides a high quality of work. They are effective and timely in their communication. Lamar was described as a hard-working company and is known for their ability to increase revenue. Lamar's references indicated that they pay attention to detail and faced the COVID19 pandemic challenges successfully. Overall, Lamar is professional, an industry leader and flexible. All references provided a positive review of their history with the company.

#### **Section IV.B. Mandatory Specifications (250 Points)**

	<u>Lamar Transit, LLC.</u>
<u>Offeror Points</u>	236.66

#### **Specifications:**

1. **Sales Guarantee.** Offeror must provide a sample monthly report detailing Contract revenues received based on the above outlined SOW and identify how the 50% of monthly revenue or payment equal to one-twelfth of the minimum guaranteed annual payment. (Do not use actual annual cost, sample only)





2. **Sales Plan and Program Administration.** Offeror must provide a detailed narrative on how they plan to accomplish this component. This component will identify each agency's sales plan, sales drivers, follow-up and proposed incentives for businesses to do bus advertising and the materials used in this work.
3. **Creativity and Content.** Offeror must provide a detailed narrative on how they plan to accomplish this component. This component will measure each agency's campaign with regard to competitive advantage achieved through creative ideas and content. Provide examples of advertising design on bus wraps (full and partial), bus billboards, interior ads, and shelters. The information presented in the proposal is an indication of what may be expected from each agency. Note: Although ideas may be very creative, they may not be suitable for mass transportation advertising or in keeping with the City of Santa Fe's advertising policy (Appendix I).

**Evaluation Factors:**

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

**Lamar Transit LLC**

The Evaluation Committee awarded Lamar Transit, LLC 236.66 points based on the Offeror's response. Offeror provided a ledger to show that they set, meet, and sometimes exceeded their sale guarantees. They described their extensive experience in designing, producing, and installing bus wraps as well as their quality to include their safety, training, inventory management. Their creativity and content however, was very sparse. They have an innovation department which will help kick start conversations about innovations and applied technology that will help attract new advertisers, upselling, increase sales, and enhance rider experiences. Lamar provides their transit partners with monthly sales reports that detail all billing accounts displayed on Transit assets, including gross space billings and revenue share overages. It is also important to note that Lamar calculates revenue share payments to their transit partners based on invoiced, not collected, billings. They do not reduce these reported totals for any bad debt incurred or any failure to collect payments from advertisers. Because they pre-screen each new contract to evaluate credit risk, Lamar maintains a very low rate of uncollectible business.

**Section IV.D.4 Oral Presentation**

	<b><u>Lamar Transit, LLC.</u></b>
<b><u>Offeror Points</u></b>	25





#### **Evaluation Factors:**

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

#### **Lamar Transit LLC**

The Evaluation Committee awarded Lamar Transit, LLC 25 points. Oral presentation was not conducted so they offeror received full points.

#### **Section IV.D. Cost (275 Points)**

	<b><u>Lamar Transit, LLC.</u></b>
<b><u>Offeror Points</u></b>	275

#### **Specifications:**

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by:

#### **Evaluation Factors:**

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Each Offeror's Revenue}}{\text{Highest Responsive Offeror's Revenue}} \times \text{Available Award Points}$$

#### **Lamar Transit, LLC.**

The Evaluation Committee awarded Lamar Transit; LLC 275 points based on the best and final offers response. Lamar total revenue amount for the total four years contract term is \$245,000.00 with a fifty-percent guaranteed revenue. Lamar also offered \$7,500.00 yearly production credit, and \$30,000.00 media trade credit for the second, third, and final year.

$$\frac{\$245,000 \text{ (Each Offeror's Revenue)}}{\$245,000 \text{ (Lamar Transit, LLC's Revenue)}} \times 275 \text{ Available Award Points} = 275 \text{ points}$$

#### **Marketing & Advertising Sales for Santa Fe Trails Transit - RFP # 23/04/P**

#### **Evaluation Summary**



	<b><u>Lamar Transit, LLC</u></b>
Section IV.D. Financial Stability (PASS/FAIL)	<b>Pass</b>
Section IV.D. Letter Of Transmittal Form (PASS/FAIL)	<b>Pass</b>
Section IV.D Campaign Contribution Disclosure Form (PASS/FAIL)	<b>Pass</b>
Section IV.B. a-d Organizational Experience (250 Points)	<b>233.33</b>
Section IV.B. Organizational References (200 Points)	<b>200</b>
Section IV.B. Mandatory Specifications (250 Points)	<b>236.66</b>
Section IV.D. Oral Presentation (25 Points)	<b>25</b>
Sections IV.D. Cost (275 Points)	<b>275</b>
<b>TOTAL POINTS AWARDED</b>	<b>969.99</b>

#### **Evaluation Committee Recommendation**

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding a contract to perform the scope of work as outlined in the **Marketing and Advertising Sales for 'Santa Fe Trails' Transit, RFP #23/04/P**, to the one proposal receiving the highest revenue offer; Lamar Transit, LLC; subject to agreement between the Finance Department and the selected Offeror.

#### **Committee Signature Approval**

Thomas Martinez  
Thomas Martinez (Sep 27, 2023 14:48 MDT)

Thomas Martinez  
Evaluation Committee Member

Melissa McDonald

Sep 27, 2023

Date

Sep 27, 2023



Melissa McDonald  
Evaluation Committee Member

Samuel Burnett  
Evaluation Committee Member

Flora S. Montoya  
Flora S. Montoya (Sep 28, 2023 07:58 MDT)

Flora Montoya  
Procurement Manager

**Finance Signature Approval**

Travis Dutton-Leyda  
Chief Procurement Officer  
City of Santa Fe

Date

Sep 27, 2023

Date

Sep 28, 2023

Date

Sep 28, 2023

Date



## CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Lamar Transit Advertising

Procurement Title: Marketing and Advertising Sales for Santa Fe Trails Transit

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

Exempt ☐ Request For Proposal (RFP) ☒ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting Public Works Staff Name FloraS.Montoya

### Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other:

Flora S. Montoya Procurement Manager 8/22/2023

Department Rep Printed Name (attesting that all information included) Title Date

JoAnn Lovato Montoya

JoAnn Lovato Montoya (Feb 7, 2024 15:53 MST)

Feb 7, 2024

Purchasing Officer (attesting that all information is reviewed) Title Date

ITT Representative (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.



# City of Santa Fe

## Summary of 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: 3204353 Procurement # (RFP/ITB# If any):

Contractor: Lamar Transit Advertising

Procurement Method: Small Purchase ☐ RFP ☒ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐

Description/Title: Marketing and Advertising Sales for Santa Fe Trails Transit

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

Term Start Date: TBD Term End Date: 9/15/27 Total Contract Amount: \$365,000

☐ Approved by Council (If over the City Manager's approval threshold, you must go through GB) TBD

Contract / Lease: Agreement

1.b Amendment #: N/A to the Original Contract/Lease # N/A

Increase/(Decrease) Amount \$: N/A

Extend Expiration Date to: N/A

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

Amendment is for: N/A

### 2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

First year of a four year contract +

#### 3. Procurement History: RFP 23/04/2023

JoAnna Lovato Montoya

JoAnna Lovato Montoya (Feb 7, 2024 15:33 MST)

Feb 7, 2024

Purchasing Officer Review:

Date:

Comment & Exceptions: Revenue Contract - Transit Advertising

#### 4. Funding Source: Revenue

Andy Hopkins

Andy Hopkins (Feb 7, 2024 09:59 MST)

Org / Object: 5400091.471900

Feb 7, 2024

Budget Officer Approval:

Date:

Comment & Exceptions:

#### 5. Grant History (if applicable): N/A

Grants Administrator Approval:

Date

Staff Contact who Completed This Form: Flora S. Montoya

Phone #: 505-955-2053

To be recorded by City Clerk:

Email: fsmontoya@santafenm.gov

Clerk #

Date of Execution:

ITT Representative (attesting that all information is reviewed)

Title

Date



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

## BUSINESS REGISTRATION

**Business Name:** LAMAR TRANSIT, LLC  
DBA: LAMAR TRANSIT ADVERTISING

**Business Location:** 8601 WASHINGTON NE STE. C  
ALBUQUERQUE, NM 87113

**CRS Number:** 03633585001

**Owner:** LAMAR TRANSIT, LLC

**License Number:** 235809

**License Type:** Business License - Renewable

**Issued Date:** September 05, 2023

**Classification:** Out of Jurisdiction Business License

**Expiration Date:** September 05, 2024

**Fees Paid:** \$10.00

LAMAR TRANSIT, LLC  
655 E 4500 S STE. 102  
SALT LAKE CITY, UT 84107

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.  
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY  
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO  
COMMENCEMENT OF ANY CONSTRUCTION OR THE  
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://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.

**Lamar Transit, LLC**

2 Business name/disregarded entity name, if different from above

**The Lamar Companies**

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=C corporation, S=S corporation, P=Partnership) ► **C**
- 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) \_\_\_\_\_

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.

**P.O. Box 746966**

6 City, state, and ZIP code

**Atlanta, GA 30374-6966**

7 List account number(s) here (optional)

Requester's name and address (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

4 6 - 4 2 4 2 8 5 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 ► **08/25/2023**

## 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](http://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

Page 1 of 2

DATE (MM/DD/YYYY)  
02/01/2024

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).

<b>PRODUCER</b> Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT</b> <b>NAME:</b> Willis Towers Watson Certificate Center <b>PHONE</b> (A/C. No. Ext): 1-877-945-7378 <b>FAX</b> (A/C. No): 1-888-467-2378 <b>E-MAIL</b> <b>ADDRESS:</b> certificates@willis.com																					
<b>INSURED</b> Lamar Transit, LLC 2200 NW Savier Street Portland, OR 97701	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>National Union Fire Insurance Company of P</td><td>19445</td></tr><tr><td>INSURER B:</td><td>AIU Insurance Company</td><td>19399</td></tr><tr><td>INSURER C:</td><td>American Home Assurance Company</td><td>19380</td></tr><tr><td>INSURER D:</td><td>QBE Specialty Insurance Company</td><td>11515</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Union Fire Insurance Company of P	19445	INSURER B:	AIU Insurance Company	19399	INSURER C:	American Home Assurance Company	19380	INSURER D:	QBE Specialty Insurance Company	11515	INSURER E:			INSURER F:		
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INSURER C:	American Home Assurance Company	19380																				
INSURER D:	QBE Specialty Insurance Company	11515																				
INSURER E:																						
INSURER F:																						

**COVERAGES**

CERTIFICATE NUMBER: W32611768

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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	GL 3980288	01/01/2024	01/01/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 100,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 10,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 100,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 10,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 2,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																				
MED EXP (Any one person)	\$ 100,000																				
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GENERAL AGGREGATE	\$ 10,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<table><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																				
AGGREGATE	\$																				
	\$																				
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> No N/A		N/A	WC080772144	01/01/2024	01/01/2025	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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	<b>Workers Compensation/ Employers Liability - (CA)</b> Per Statute			WC080772145	01/01/2024	01/01/2025	<table><tr><td>E.L. Each Accident</td><td>\$1,000,000</td></tr><tr><td>E.L. Disease-Ea Empl</td><td>\$1,000,000</td></tr><tr><td>E.L. Disease-Pol Lmt</td><td>\$1,000,000</td></tr></table>	E.L. Each Accident	\$1,000,000	E.L. Disease-Ea Empl	\$1,000,000	E.L. Disease-Pol Lmt	\$1,000,000								
E.L. Each Accident	\$1,000,000																				
E.L. Disease-Ea Empl	\$1,000,000																				
E.L. Disease-Pol Lmt	\$1,000,000																				


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

This Voids and Replaces Previously Issued Certificate Dated 12/19/2023 WITH ID: W31635249.

Re: Lamar's new plant 783 Santa Fe Transit. City of Santa Fe &amp; their Public Works/Transit Division.

SEE ATTACHED

**CERTIFICATE HOLDER****CANCELLATION**

<b>CITY OF SANTA FE, TRANSIT DIVISION</b> Attn: Flora Montoya 2931 Ruffina Street Santa Fe, NM 87507	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> 
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ACORD 25 (2016/03)

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SR ID: 25384187

BATCH: 3315721



# ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED Lamar Transit, LLC 2200 NW Savier Street Portland, OR 97701	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Coverage for Contractual Liability is provided under General Liability policy.

The City of Santa Fe their officials, officers, employees, and agents are included as Additional Insureds as respects to General Liability.

General Liability policy shall be Primary to any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability.

INSURER AFFORDING COVERAGE: American Home Assurance Company

NAIC#: 19380

POLICY NUMBER: WC080772146 EFF DATE: 01/01/2024 EXP DATE: 01/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation/	E.L. Each Accident	\$1,000,000
Employers Liab- (OR)	E.L. Disease-Ea Empl	\$1,000,000
Per Statute	E.L. Disease-Pol Lmt	\$1,000,000

INSURER AFFORDING COVERAGE: AIU Insurance Company

NAIC#: 19399

POLICY NUMBER: WC080772147 EFF DATE: 01/01/2024 EXP DATE: 01/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation/	E.L. Each Accident	\$1,000,000
Employers Liab- (WI)	E.L. Disease-Ea Empl	\$1,000,000
Per Statute	E.L. Disease-Pol Lmt	\$1,000,000

INSURER AFFORDING COVERAGE: QBE Specialty Insurance Company

NAIC#: 11515

POLICY NUMBER: QPL3030609 EFF DATE: 10/01/2023 EXP DATE: 10/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Media Professional Liability	Aggregate Limit	\$3,000,000
	Each Claim Limit	\$3,000,000

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II 6 Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
<b>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</b>	<b>PER THE CONTRACT OR AGREEMENT.</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



## ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2024  
forms a part of Policy No. 398-02-88  
issued to LAMAR ADVERTISING COMPANY  
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

### LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

**ADVANCE NOTICE OF CANCELLATION OR NON-RENEWAL BY US EXTENDED**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 01/01/2024 forms a part of Policy No. WC 080-77-2144

Issued to LAMAR ADVERTISING COMPANY

By A I U INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**PART SIX - CONDITIONS. D. - Cancellation, 2.** is deleted in its entirety and replaced with:

We may cancel or non-renew this policy. We must mail or deliver to you not less than the number of days shown below advance written notice stating when the cancellation or non-renewal is to take effect.

Except for non-payment of premium, non-payment of loss reimbursement or non-delivery of satisfactory security or collateral when due for which we will provide the advance written notice required by law, we shall not provide less than the number of days advance notice set forth below, or in the policy and endorsements attached thereto, or as required by state law.

Mailing that notice to you, at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

Cancellation: 90 Days

Non-Renewal: 90 Days



# 24-0076 Lamar Transit Advertising

Final Audit Report

2024-02-14

Created:	2024-02-14
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA76xZt3UaQ94iAAk0qdC7d2TtiCjlb45i

## "24-0076 Lamar Transit Advertising" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)  
2024-02-14 - 5:44:57 PM GMT- IP address: 63.232.20.2
-  Document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov) for signature  
2024-02-14 - 5:45:31 PM GMT
-  Email viewed by Geralyn Cardenas (gfcardenas@santafenm.gov)  
2024-02-14 - 6:40:02 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Geralyn Cardenas (gfcardenas@santafenm.gov)  
Signature Date: 2024-02-14 - 6:40:09 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.  
2024-02-14 - 6:40:09 PM GMT