



The Purchasing Memo

Date: February 24, 2025

To: Governing Body and Public Works & Utilities Committee

From: Jesse Roach Interim Public Utilities Department Director *JR*

Subject: Remove Fiscal Year Cap.

Vendor Name: Financial Consulting Group Inc

Munis Vendor Number: 7771

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of Amendment #1 to 3203062 with Financial Consulting Group, Inc for Utility Rate Evaluation and Financial Services. Amendment 1 Article 2, paragraph A, subparagraphs 1 through 4 of the Contract are removed completely to eliminate the per Fiscal Year Cap, so that Article 2, paragraph A reads in its entirety as follows: The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed six hundred thirty-six thousand fifty-two dollars fifty one cents (\$636,052.51) for the term of this Agreement.

CONTRACT NUMBER:

The FY Munis contract number is 3202062.

BACKGROUND AND SUMMARY:

The Public Utilities Department requires rate evaluation services and financial services to be completed for all of the Department rate structures, financial plans and cost of service studies, as well as on call financial services. The Department consists of the Water Division, Wastewater Management Division, Environmental Services Division and the Utility Customer Services Division. The Department requested proposals through RFP 22/04/P and received 1 proposal. Through the RFP evaluation process, the Department's evaluation committee is recommending FCS Group as a qualified firm to provide these services. The annual cost is different each FY, due to the COS for each Division being done separately.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Water Enterprise Fund/505; WWMD Enterprise Fund/500; ESD Enterprise Fund/510

Munis Org Name/Number: Water/5050381; WWMD/5000361; ESD/5100331

Munis Object Name/Number: Water Division-5050381.510300 WWMD- 500361.510300 ESD-5100331.510300

Budget Officer / Designee: *Andy Hopkins*

Date: Feb 26, 2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

The [existing contract 3203062 expires on June 30th, 2025.

Chief Procurement Officer (CPO) / Designee:  _____ **Date:** Feb 28, 2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Memo

Amendment #1

Original executed contract packet.

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES Contract
ITEM# 21-0522**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL CONTRACT, dated October 2, 2021 (the "Contract"), between the City of Santa Fe (the "City") and Financial Consulting Solutions Group, Inc. (dba FCS Group) (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

- A. Under the terms of the Contract, Contractor has agreed to provide Utility Rate and Financial Services.
- B. Pursuant to Article 13 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. **COMPENSATION**

Article 2, paragraph A, subparagraphs 1 through 4 of the Contract are removed completely to eliminate the per Fiscal Year Cap, so that Article 2, paragraph A reads in its entirety as follows:

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed six hundred thirty-six thousand fifty-two dollars fifty one cents (\$636,052.51) for the term of this Agreement.

3. **CONTRACT IN FULL FORCE.**

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Price Agreement, Contract Number 3203062 as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber, Mayor

DATE: _____

ATTEST:

ANDRÉA SALAZAR, CITY CLERK *X/V*
GB MTG 03/12/2025

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jan 31, 2025 13:52 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

CONTRACTOR:

Financial Consulting Solutions Group, Inc

Jason Mumm
Jason Mumm (Jan 31, 2025 13:49 MST)

Jason Mumm, Principal

DATE: Jan 31, 2025

NMBTIN _____


City of Santa Fe, New Mexico

memo

Date: August 24, 2021

To: Public Works-Public Utilities Committee / Finance Committee

From: Maya Martinez, Public Utilities Fiscal Administrator *MM*

Via: Shannon Jones, Public Utilities Department Director  SJ

RE: Request to award of Proposal #22/04/P, Professional Services Agreement with Financial Consulting Solutions Group, Inc. (dba FCS GROUP), in the amount of \$636,052.51 inclusive of nmgrt, for a term of 4 years.

ITEM AND ISSUE:

The Public Utilities Department requests award of RFP # 22/04/P, PSA with Financial Consulting Group, Inc. (dba FCS Group) in the amount of \$636,052.51 inclusive of nmgrt, for a term of 4 years. The contractor will provide Utility Rate Evaluation and Financial Services.

BACKGROUND AND SUMMARY:

The Public Utilities Department requires rate evaluation services and financial services to be completed for all the Department rate structures, financial plans and cost of service studies, as well as on call financial services. The Department consists of the Water Division, Waste Water Management Division, Environmental Services Division and the Utility Customer Services Division. The Department requested proposals through RFP 22/04/P and received 1 proposal. Through the RFP evaluation process, the Department's evaluation committee is recommending FCS Group as a qualified firm to provide these services. The annual cost is different each FY, due to the COS for each Division being done separately, one on each year. Annual cost breakdown is as follows:

FY 2022 \$148,762.39
Water Division \$26,915.68
WWMD \$94,931.03 (COS)
ESD \$26,915.68

FY 2023 \$165,733.77
Water Division \$29,440.78
WWMD \$29,440.78
ESD \$106,852.21 (COS)

FY 2024 \$158,987.90
Water Division \$101,624.34 (COS)
WWMD \$28,681.78
ESD \$28,681.78

FY 2025
\$162,568.45
Water Division \$29,300.44
WWMD \$103,967.57 (COS)
ESD \$29,300.44

CONTRACT NUMBER:

The FY22 Munis contract number:
FCS Group 3202940

FUNDING SOURCE:

The funding source is:
Public Utilities Division's Enterprise Fund 500/505/510

FY 2022

Fund Name/Number: Water Enterprise Fund/505; WWMD Enterprise Fund/500; ESD Enterprise Fund/510

Munis Org Name/Number: Water/5050381; WWMD/5000361; ESD/5100331

Munis Object Name/Number: Professional Services

Funds for these services will be available in each Division's FY 2022 Operating Budget as follows:

Water Division – 5050381.510300 \$26,915.68

WWMD – 5000361.510300 \$94,931.03

ESD – 5100331.510300 \$26,915.68

RECOMMENDATION:

- Review and approval of award of PSA to Financial Consulting Solutions Group, Inc. (dba FCS GROUP) in the amount of \$636,052.51 inclusive of nmgrt for a term of 4 years.
- Forwarding and recommendation of approval of RFP 22/04/P award and PSA to the Finance Committee for their consideration and approval to the Governing Body for their final consideration and approval.

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Financial Consulting Solutions Group, Inc. (dba FCS GROUP)**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall provide the following services for the City:

The basic tasks that the Contractor will be expected to accomplish for the project are listed, but not limited to, the following items:

A. COMPREHENSIVE WATER DIVISION, WASTEWATER DIVISION AND ENVIRONMENTAL SERVICES DIVISION (SOLID WASTE) FINANCIAL PLANS

Evaluate and update as necessary the current Financial Plans comparing starting cash balances, projected revenues and revenue requirements over the forecast period. Analyze each division's operating and capital plan needs. Present update to the Public Utilities Committee and City Council.

B. DOCUMENTATION AND REPORTING

The Contractor shall provide the City with thorough documentation in support of the analysis, City Council study sessions and shall present the study findings to the City Council upon substantial completion of the scope of work. The City shall be provided with a reasonable number of copies of the written report, and all presentation materials upon request.

C. MEETINGS

The Contractor will need to meet with staff on several occasions during the course of work. In addition to the staff meetings, the Contractor shall attend the following meetings for each of the (3) three divisions and shall indicate exactly who on the Contractor's project team will attend these meetings:

C.1 Financial Update Kickoff meeting

C.2 Current Financial Plan update meeting with Wastewater, Environmental Services and Water Divisions.

- C.3 Cost of Service update meeting with Wastewater, Environmental Services and Water Divisions.
- C.4 Public Utilities Committee meeting and Finance Committee meeting.
- C.5 City Council Presentation

D. RATE MODEL SUPPORT FINANCIAL ON-CALL CONTRACT

The Contractor shall provide rate model updates, rate financial forecasts and rate model maintenance as requested by the City using generally accepted utility ratemaking methodologies and applicable New Mexico and Federal law. Work shall be initiated by a City work order and shall be based on hourly rates and required Contractor time to complete the tasks identified in the City work order.

D.1 Rate Model Work Orders – The Contractor shall perform work identified in individually approved City work orders including, but not limited to: Annual revenue forecast support and rate model maintenance based on updated assumptions and governing body directives.

D.2 Collection of needed information – The Contractor shall provide the City with a data request that will outline information needed to evaluate the City work order.

D.3 Evaluate effects of City work order – The Contractor shall use information available from the utility billing system and the existing financial plan to evaluate the effects of the scope of work identified in the City work order.

D.4 Calculate the revenue impacts – The Contractor shall use information available from the existing financial plan to determine the revenue impacts.

D.5 Document results – The Contractor shall document the results of the analysis in a memorandum that shall be provided to the City along with all work papers, computer model outputs or other supporting information. Work orders may require presentation at City Committees or City Council.

E. UTILITY COST-OF-SERVICE STUDY (Water, Wastewater and Environmental Services- Solid Waste)

The Contractor shall collect the necessary data/information and make the necessary efforts to calculate and update the utility user charges (i.e. rates) for the City using generally accepted utility ratemaking methodologies as described by the American Water Works Association, Manual M1 (Manual M1 describes the methods for developing water rates and charges).

- E.1 *Collection of needed information* - The Contractor shall provide the City with data requests outlining information needed to calculate the utility user charges.
 - E.2 *Calculate the revenue requirements* – The Contractor shall use information available from the existing financial plan to determine the revenue requirements.
 - E.3 *Allocate revenue requirements in a cost-of-service study* – The Contractor shall allocate revenue requirements to the City’s various customer classes using generally accepted cost-of-service allocation techniques.
 - E.4 *Develop recommendations for updating existing utility rates* – The Contractor shall work with the City to update the existing rates based on the findings of the cost-of-service allocation described above.
- F. ON CALL FINANCIAL SERVICES (Water, Wastewater and Environmental Services – Solid Waste)

The Contractor shall provide On Call Financial Services as requested for the City. Work shall be initiated by a City work order and shall be based on hourly rates and the tasks identified in the City work order.

2. Compensation.

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed six hundred thirty six thousand fifty two dollars and fifty one cents (\$636,052.51) for the term of this Agreement, as described in Exhibit A attached hereto.

- 1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred forty one thousand five hundred and ten dollars (\$141,510) in (FY2022). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand two hundred and fifty two dollars and thirty nine cents (\$7,252.39) shall be paid by the City to the Contractor.
- 2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred fifty seven thousand six hundred fifty four dollars (\$157,654) in (FY2023). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling eight thousand seventy nine dollars and seventy seven cents (\$8,079.77) shall be paid by the City to the Contractor.
- 3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred fifty one thousand two hundred thirty seven dollars (\$151,237) in (FY2024). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand seven

hundred fifty dollars and ninety cents (\$7,750.90) shall be paid by the City to the Contractor.

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred fifty four thousand six hundred forty three dollars (\$154,643) in (FY2025). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand nine hundred twenty five dollars and forty five cents (\$7,925.45) shall be paid by the City to the Contractor.

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

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, a,260nd outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor

or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

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

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

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

13. Amendment.

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

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

14. Entire Agreement.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort

Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

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

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

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

21. Records and Financial Audit.

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

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors

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

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

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

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:

Jason Mumm
Financial Consulting Solutions Group, Inc. (dba FCS GROUP)
7525 166th Ave. NE, Ste. D-215,
Redmond, WA 98052

27. Authority.

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

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

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: Oct 2, 2021

CONTRACTOR:
FCS GROUP



NAME



TITLE

DATE: 8/25/2021

CRS# 03-420605-00-1

Registration # 223967

ATTEST:



Kristine Mihelcic (Oct 3, 2021 11:59 MDT)

KRISTINE BUSTOS MIHELICIC, CITY CLERK

GB MTG 09/29/2021

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Aug 24, 2021 13:27 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY MCCOY, FINANCE DIRECTOR

Org. Name/Org#.

5050381.510300

5100331.510300

5000361.510300



AJH



**PUBLIC UTILITIES
RATE EVALUATION &
FINANCIAL SERVICES
RFP# 22/04/P**

**Cost Proposal
July 20, 2021**



Contact Us:
425.867.1802
www.fcsgroup.com

 **FCS GROUP**
Solutions-Oriented Consulting

APPENDIX C

COST RESPONSE FORM

In addition to the staff meetings, the Consultant's cost proposal shall include the following meetings at a minimum for each of the (3) three divisions and shall incorporate a cost proposal indicating exactly who on the Consultant's project team will attend these meetings; the total cost for attending, including expenses; and the cost proposal shall assume three (3) hours for each meeting:

- Financial Update Kickoff meeting
- Current Financial Plan update meeting with Wastewater, Environmental Services and Water Divisions.
- Cost of Service update meeting with Wastewater, Environmental Services and Water Divisions.
- Public Utilities Committee meeting and Finance Committee meeting.
- City Council Presentation

Description	Staff	Hours	Hourly Rate
Financial Plan			
Documenting, Reporting, Analysis			
Meetings			
Rate Model Updates			
Rate Model Maintenance			
Forecasts			
On-Call Services			
Utility Cost of Service Study			
Who will Attend	Title	3 Hours per meeting	Hourly Rate
Total Annual Cost			

Please review detailed cost estimates attached to this form (ppg. 1-8 immediately follow this page).

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Option Year 1: (Date of Award thru June 30, 2022) Price: \$ \$141,510

Option Year 2: (July 1, 2022 thru June 30, 2023) Price: \$ \$157,654

Option Year 3: (July 1, 2023 thru June 30, 2034) Price: \$ \$151,237

Option Year 4: (July 1, 2024 thru June 30, 2025) Price: \$ \$154,643

Santa Fe Cost Summary Sheet

1. Name of Project: Public Utilities Rate Evaluation & Financial Services RFP#22/04/P		2. CIP #		
3. Name of Contractor: FCS GROUP, INC.		4. Date of Proposal: 7/20/2021		
5. Address of Contractor: 7525 166th Ave. NW, Suite D215 Redmond, WA 98052		6. Type of Services Furnished Professional Svcs. A. Work Element: Financial Plan and Forecasts		

Part 2 -Cost Summary				
7. Direct Labor:	Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm	12	\$270.00	\$3,240	
Hobart	44	\$175.00	\$7,700	
Quinn	104	\$165.00	\$17,160	
Richard	104	\$145.00	\$15,080	
Hobson	0	\$185.00	\$0	
			\$0	
Direct Labor Total		264		\$43,180
8. Overhead:	Rate	x Base	Estimated Cost	
Overhead Total				
9. Fee or Profit:				\$0
SUPPLEMENTAL SERVICES				
10. Subcontracts	Est. Hours	Hourly Rate	Estimated Cost	
			\$0	
			\$0	
			\$0	
			\$0	
Subcontractor Total:				\$0
11. Special Equipment			Estimated Cost	
Equipment Total:				
12. Travel A: Transportation B: Per Diem			Estimated Cost	
Travel Total				\$0
13: Other Reimbursable Cost			Estimated Cost	
Other Reimbursable Costs:				\$0
Subtotal				\$43,180
14. Gross Receipts Tax (5.125%)				\$2,210
15. Total Price				\$45,390

Santa Fe Cost Summary Sheet

1. Name of Project: Public Utilities Rate Evaluation & Financial Services RFP#22/04/P		2. CIP #			
3. Name of Contractor: FCS GROUP, INC.		4. Date of Proposal: 7/20/2021			
5. Address of Contractor: 7525 166th Ave. NW, Suite D215 Redmond, WA 98052		6. Type of Services Furnished Professional Svcs. A. Work Element: Rate Model Updates			
Part 2 -Cost Summary					
7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm		0	\$270.00	\$0	
Hobart		0	\$175.00	\$0	
Quinn		0	\$165.00	\$0	
Richard		0	\$145.00	\$0	
Hobson		0	\$185.00	\$0	
Direct Labor Total					
8. Overhead:		Rate	x Base	Estimated Cost	
Overhead Total					\$0
9. Fee or Profit:					\$0
SUPPLEMENTAL SERVICES					
10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
				\$0	
				\$0	
				\$0	
				\$0	
Subcontractor Total:					\$0
11. Special Equipment				Estimated Cost	
Equipment Total:					\$0
12. Travel				Estimated Cost	
A: Transportation				0	
B: Per Diem					
Travel Total					\$0
13: Other Reimbursable Cost				Estimated Cost	
Other Reimbursable Costs:					\$0
Subtotal 7-12					\$0
14. Gross Receipts Tax (5.125%)					\$0
15. Total Price					\$0

Santa Fe Cost Summary Sheet

1. Name of Project: Public Utilities Rate Evaluation & Financial Services RFP#22/04/P		2. CIP #			
3. Name of Contractor: FCS GROUP, INC.		4. Date of Proposal: 7/20/2021			
5. Address of Contractor: 7525 166th Ave. NW, Suite D215 Redmond, WA 98052		6. Type of Services Furnished Professional Svcs. A. Work Element: Rate Model Maintenance			
Part 2 -Cost Summary					
7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm		0	\$270.00	\$0	
Hobart		0	\$175.00	\$0	
Quinn		0	\$165.00	\$0	
Richard		0	\$145.00	\$0	
Hobson		0	\$185.00	\$0	
Direct Labor Total					
8. Overhead:		Rate	x Base	Estimated Cost	
Overhead Total					\$0
9. Fee or Profit:					\$0
SUPPLEMENTAL SERVICES					
10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
				\$0	
				\$0	
				\$0	
				\$0	
Subcontractor Total:					\$0
11. Special Equipment				Estimated Cost	
Equipment Total:					\$0
12. Travel				Estimated Cost	
A: Transportation				0	
B: Per Diem					
Travel Total					\$0
13: Other Reimbursable Cost				Estimated Cost	
Other Reimbursable Costs:					\$0
Subtotal 7-12					\$0
14. Gross Receipts Tax (5.125%)					\$0
15. Total Price					\$0

Santa Fe Cost Summary Sheet

1. Name of Project: Public Utilities Rate Evaluation & Financial Services RFP#22/04/P		2. CIP #		
3. Name of Contractor: FCS GROUP, INC.		4. Date of Proposal: 7/20/2021		
5. Address of Contractor: 7525 166th Ave. NW, Suite D215 Redmond, WA 98052		6. Type of Services Furnished Professional Svcs. A. Work Element: On-Call Services		

Part 2 -Cost Summary				
7. Direct Labor:	Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm	8	\$270.00	\$2,160	
Hobart	8	\$175.00	\$1,400	
Quinn	16	\$165.00	\$2,640	
Richard	16	\$145.00	\$2,320	
Hobson	0	\$185.00	\$0	
0			\$0	
Direct Labor Total	48			\$8,520
8. Overhead:	Rate	x Base	Estimated Cost	
Overhead Total				\$0
9. Fee or Profit:				\$0
SUPPLEMENTAL SERVICES				
10. Subcontracts	Est. Hours	Hourly Rate	Estimated Cost	
			\$0	
			\$0	
			\$0	
			\$0	
Subcontractor Total:				\$0
11. Special Equipment			Estimated Cost	
Equipment Total:				\$0
12. Travel			Estimated Cost	
A: Transportation			0	
B: Per Diem				
Travel Total				\$0
13: Other Reimbursable Cost			Estimated Cost	
Other Reimbursable Costs:				\$0
Subtotal				\$8,520
14. Gross Receipts Tax (5.125%)				\$430
15. Total Price				\$8,950

Santa Fe Cost Summary Sheet

1. Name of Project: Public Utilities Rate Evaluation & Financial Services RFP#22/04/P		2. CIP #			
3. Name of Contractor: FCS GROUP, INC.		4. Date of Proposal: 7/20/2021			
5. Address of Contractor: 7525 166th Ave. NW, Suite D215 Redmond, WA 98052		6. Type of Services Furnished Professional Svcs. A. Work Element: Cost-of-Service Study (Water and Wastewater Divisions)			
Part 2 -Cost Summary					
7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm		12	\$270.00	\$3,240	
Hobart		24	\$175.00	\$4,200	
Quinn		96	\$165.00	\$15,840	
Richard		96	\$145.00	\$13,920	
Hobson		0	\$185.00	\$0	
	0			\$0	
Direct Labor Total		228			\$37,200
8. Overhead:		Rate	x Base	Estimated Cost	
Overhead Total					\$0
9. Fee or Profit:					\$0
SUPPLEMENTAL SERVICES					
10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
				\$0	
				\$0	
				\$0	
				\$0	
Subcontractor Total:					\$0
11. Special Equipment				Estimated Cost	
Equipment Total:					\$0
12. Travel				Estimated Cost	
A: Transportation				0	
B: Per Diem					
Travel Total					\$0
13: Other Reimbursable Cost				Estimated Cost	
Other Reimbursable Costs:					\$0
Subtotal					\$37,200
14. Gross Receipts Tax (5.125%)					\$1,900
15. Total Price					\$39,100

Santa Fe Cost Summary Sheet

1. Name of Project: Public Utilities Rate Evaluation & Financial Services RFP#22/04/P		2. CIP #		
3. Name of Contractor: FCS GROUP, INC.		4. Date of Proposal: 7/20/2021		
5. Address of Contractor: 7525 166th Ave. NW, Suite D215 Redmond, WA 98052		6. Type of Services Furnished: Professional Svcs. A. Work Element: Cost-of-Service Study (ESD)		

Part 2 -Cost Summary				
7. Direct Labor:	Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm	0	\$270.00	\$0	
Hobart	0	\$175.00	\$0	
Quinn	0	\$165.00	\$0	
Richard	0	\$145.00	\$0	
Hobson	32	\$185.00	\$5,920	
0			\$0	
Direct Labor Total				\$5,920
8. Overhead:	Rate	x Base	Estimated Cost	
Overhead Total				\$0
9. Fee or Profit:				\$0

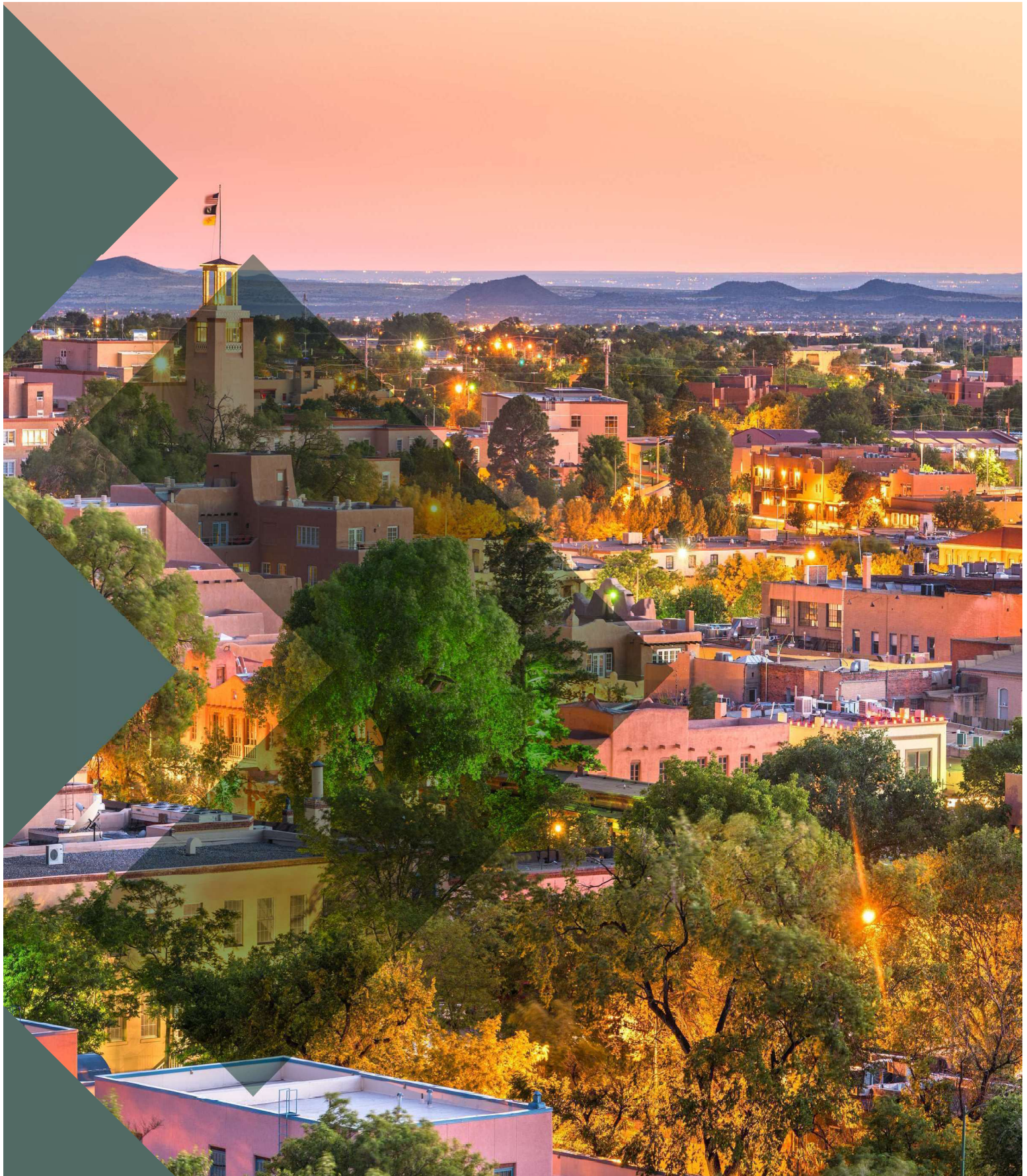
SUPPLEMENTAL SERVICES				
10. Subcontracts	Est. Hours	Hourly Rate	Estimated Cost	
NewGen Strategies <i>Includes travel allowances</i>	300	\$200	\$60,000	
			\$0	
			\$0	
			\$0	
Subcontractor Total:				\$60,000
11. Special Equipment			Estimated Cost	
Equipment Total:				\$0
12. Travel			Estimated Cost	
A: Transportation				
B: Per Diem				
Travel Total				\$0
13: Other Reimbursable Cost			Estimated Cost	
Markup on Subcontractor Fee (10%)			\$6,000.0	
Other Reimbursable Costs:				\$6,000
Subtotal				\$71,920
14. Gross Receipts Tax (5.125%)				\$3,680
15. Total Price				\$75,600

Santa Fe Cost Summary Sheet

1. Name of Project: Public Utilities Rate Evaluation & Financial Services RFP#22/04/P		2. CIP #			
3. Name of Contractor: FCS GROUP, INC.		4. Date of Proposal: 7/20/2021			
5. Address of Contractor: 7525 166th Ave. NW, Suite D215 Redmond, WA 98052		6. Type of Services Furnished: Professional Svcs. A. Work Element: Documenting & Reporting			
Part 2 -Cost Summary					
7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm		8	\$270.00	\$2,160	
Hobart		18	\$175.00	\$3,150	
Quinn		40	\$165.00	\$6,600	
Richard		40	\$145.00	\$5,800	
Hobson		0	\$185.00	\$0	
	0		\$0.00	\$0	
Direct Labor Total					\$17,710
8. Overhead:		Rate	x Base	Estimated Cost	
Overhead Total					\$0
9. Fee or Profit:					\$0
SUPPLEMENTAL SERVICES					
10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
				\$0	
				\$0	
				\$0	
				\$0	
Subcontractor Total:					\$0
11. Special Equipment				Estimated Cost	
Equipment Total:					\$0
12. Travel				Estimated Cost	
A: Transportation				0	
B: Per Diem					
Travel Total					\$0
13: Other Reimbursable Cost				Estimated Cost	
Other Reimbursable Costs:					\$0
Subtotal					\$17,710
14. Gross Receipts Tax (5.125%)					\$900
15. Total Price					\$18,610

Santa Fe Cost Summary Sheet

1. Name of Project: Public Utilities Rate Evaluation & Financial Services RFP#22/04/P		2. CIP #			
3. Name of Contractor: FCS GROUP, INC.		4. Date of Proposal: 7/20/2021			
5. Address of Contractor: 7525 166th Ave. NW, Suite D215 Redmond, WA 98052		6. Type of Services Furnished: Professional Svcs. A. Work Element: Meetings			
Part 2 -Cost Summary					
7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm	<i>Estimate 5 total meetings/yr</i>	28	\$270.00	\$7,560	
Hobart	<i>Estimate 5 total meetings/yr</i>	28	\$175.00	\$4,900	
Quinn	<i>Estimate 5 total meetings/yr</i>	24	\$165.00	\$3,960	
Richard	<i>Estimate 5 total meetings/yr</i>	24	\$145.00	\$3,480	
Hobson	<i>Estimate 5 total meetings/yr</i>	0	\$185.00	\$0	
0			\$0.00	\$0	
Direct Labor Total		104			\$19,900
8. Overhead:		Rate	x Base	Estimated Cost	
Overhead Total					\$0
9. Fee or Profit:					\$0
SUPPLEMENTAL SERVICES					
10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
				\$0	
				\$0	
				\$0	
				\$0	
Subcontractor Total:					\$0
11. Special Equipment				Estimated Cost	
Equipment Total:					\$0
12. Travel				Estimated Cost	
A: Transportation	<i>Estimate \$1,500/meeting/person on-site (2/mtg)</i>			15,000	
B: Per Diem					
Travel Total					\$15,000
13: Other Reimbursable Cost				Estimated Cost	
Other Reimbursable Costs:					\$0
Subtotal					\$34,900
14. Gross Receipts Tax (5.125%)					\$1,780
15. Total Price					\$36,680



 **FCS GROUP**
Solutions-Oriented Consulting



Year 1: Wastewater COS

Task Detail	Mtg	Mumm	Hobart	Quinn	Richard	Hobson	Admin	Total	Budget	Division Allocations		
		Principal	PM	PC	Sr. Analyst	Spec. PM	Support			WATER	WW	ESD
Task 1: Project Kickoff and Data Collection												
1.1 Data request and review		4	4	8	8	0		24	\$4,260	\$1,420	\$1,420	\$1,420
1.2 Kickoff meeting	1	4	4	4	4	0		16	\$3,020	\$1,007	\$1,007	\$1,007
1.3 Follow-up data request			8	16	16			40	\$6,360	\$2,120	\$2,120	\$2,120
<i>Task 1 Subtotal</i>	1	8	16	28	28	0	0	80	\$13,640	\$4,547	\$4,547	\$4,547
Task 2: Revenue Requirements												
2.1 Project baseline revenue requirements		8	16	40	40			104	\$17,360	\$5,787	\$5,787	\$5,787
2.2 Review meeting with City	1	8	8	12	12			40	\$7,280	\$2,427	\$2,427	\$2,427
2.3 Revise analysis		0	16	40	40			96	\$15,200	\$5,067	\$5,067	\$5,067
2.4 Present to Council	2	8	8					16	\$3,560	\$1,187	\$1,187	\$1,187
<i>Task 2 Subtotal</i>	3	24	48	92	92	0	0	256	\$43,400	\$14,467	\$14,467	\$14,467
Task 3: Cost of Service (Wastewater)												
3.1 Assess/refine customer data		4	8	40	40			92	\$14,880		\$14,880	
3.2 Allocate plant and expense		4	8	40	40			92	\$14,880		\$14,880	
3.3 Review meeting with City	1	8	8	8	8			32	\$6,040		\$6,040	
3.4 Revise Analysis		4	8	16	16		0	44	\$7,440		\$7,440	
<i>Task 3 Subtotal</i>	1	20	32	104	104	0	0	260	\$43,240	\$0	\$43,240	\$0
Task 4: Rate Alternatives Evaluation												
4.1 Develop Rate Alternatives								0	\$0			
4.2 Council Presentation #2								0	\$0			
4.3 Finalize Rate Recommendations								0	\$0			
<i>Task 4 Subtotal</i>	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
Task 5: Documentation												
5.1 Computer spreadsheets			2	8	8			18	\$2,830		\$2,830	
5.2 Draft report		4	8	16	16			44	\$7,440		\$7,440	
5.3 Final report		4	8	16	16			44	\$7,440		\$7,440	
<i>Task 5 Subtotal</i>	0	8	18	40	40	0	0	106	\$17,710	\$0	\$17,710	\$0
Task 6: On-Call Services												
6.1 On-Call Services		8	8	16	16			48	\$8,520	\$2,840	\$2,840	\$2,840
6.2								0	\$0			
6.3								0	\$0			
<i>Task 6 Subtotal</i>	0	8	8	16	16	0	0	48	\$8,520	\$2,840	\$2,840	\$2,840
Labor Total			\$18,360	\$21,350	\$46,200	\$40,600	\$0	\$0	\$126,510	\$21,853	\$82,803	\$21,853
Expenses									\$15,000	\$3,750	\$7,500	\$3,750
Budget Estimate									\$141,510	\$25,603	\$90,303	\$25,603

Year 2: Solid Waste COS (NewGen)

Task Detail	Mlgs	Mumm	Hobart	Quinn	Richard	Hobson	Admin	Total	Budget Estimate	Division Allocations		
		Principal	PM	PC	Sr. Analyst	Spec. PM	Support	Hours		WATER	WW	ESD
Task 1: Data Collection												
1.1 Data request and review		4	4	8	8	4		28	\$5,253	\$1,751	\$1,751	\$1,751
1.2 Kickoff meeting	1	4	4	4	4	4		20	\$3,950	\$1,317	\$1,317	\$1,317
1.3 Follow-up data request		0	8	16	16	4		44	\$7,459	\$2,486	\$2,486	\$2,486
<i>Task 1 Subtotal</i>	1	8	16	28	28	12	0	92	\$16,663	\$5,554	\$5,554	\$5,554
Task 2: Revenue Requirements												
2.1 Project baseline revenue requirements		8	16	40	40	0		104	\$18,239	\$6,080	\$6,080	\$6,080
2.2 Review meeting with City	1	8	8	12	12	0		40	\$7,649	\$2,550	\$2,550	\$2,550
2.3 Revise analysis		0	16	40	40	0		96	\$15,970	\$5,323	\$5,323	\$5,323
2.4 Present to Council	2	8	8	0	0	0	0	16	\$3,740	\$1,247	\$1,247	\$1,247
<i>Task 2 Subtotal</i>	3	24	48	92	92	0	0	256	\$45,597	\$15,199	\$15,199	\$15,199
Task 3: Cost of Service (Solid Waste)												
3.1 Assess/refine customer data						4		4	\$777			\$777
3.2 Allocate plant and expense						4		4	\$777			\$777
3.3 Review meeting with City						4		4	\$777			\$777
3.4 Revise Analysis						4		4	\$777			\$777
3.5 Present to Council						4		4	\$777			\$777
<i>Task 3 Subtotal</i>	0	0	0	0	0	20	0	20	\$3,887	\$0	\$0	\$3,887
Task 4: Rate Alternatives Evaluation												
4.1 Council Presentation #1								0	\$0			
4.2 Develop Rate Alternatives								0	\$0			
4.3 Council Presentation #2								0	\$0			
<i>Task 4 Subtotal</i>	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
Task 5: Documentation												
5.1 Computer spreadsheets								0	\$0			
5.2 Draft report								0	\$0			
Final report								0	\$0			
<i>Task 5 Subtotal</i>	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
Task 6: On-Call Services												
6.1 On-Call Services		8	8	16	16	8		56	\$10,506	\$3,502	\$3,502	\$3,502
6.2								0	\$0			
6.3								0	\$0			
<i>Task 6 Subtotal</i>	0	8	8	16	16	8	0	56	\$10,506	\$3,502	\$3,502	\$3,502
Labor Total		\$11,347	\$13,238	\$23,576	\$20,718	\$7,775	\$0		\$76,654	\$24,255	\$24,255	\$28,143
Expenses									\$81,000	\$3,750	\$3,750	\$73,500
Budget Estimate									\$157,654	\$28,005	\$28,005	\$101,643

Year 3: Water COS

Cdu

Task Detail	Mtg	Mumm	Hobart	Quinn	Richard	Hobson	Admin	Total	Budget Estimate	Division Allocations		
		Principal	PM	PC	Sr. Analyst	Spec. PM	Support	Hours		WATER	WW	ESD
Task 1: Project Kickoff and Data Collection												
1.1 Data request and review		4	4	8	8	0		24	\$4,588	\$1,529	\$1,529	\$1,529
1.2 Kickoff meeting		4	4	4	4	0		16	\$3,252	\$1,084	\$1,084	\$1,084
1.3 Follow-up data request		0	8	16	16	0		40	\$6,849	\$2,283	\$2,283	\$2,283
<i>Task 1 Subtotal</i>	0	8	16	28	28	0	0	80	\$14,689	\$4,896	\$4,896	\$4,896
Task 2: Revenue Requirements												
2.1 Project baseline revenue requirements		8	16	40	40	0		104	\$18,695	\$6,232	\$6,232	\$6,232
2.2 Review meeting with City	1	8	8	12	12	0		40	\$7,840	\$2,613	\$2,613	\$2,613
2.3 Revise analysis		0	16	40	40	0		96	\$16,369	\$5,456	\$5,456	\$5,456
2.4 Present to Council	2	8	8	0	0	0		16	\$3,834	\$1,278	\$1,278	\$1,278
<i>Task 2 Subtotal</i>	3	24	48	92	92	0	0	256	\$46,737	\$15,579	\$15,579	\$15,579
Task 3: Cost of Service (Water)												
3.1 Assess/refine customer data		4	8	40	40	0		92	\$16,024	\$16,024		
3.2 Allocate plant and expense		4	8	40	40	0		92	\$16,024	\$16,024		
3.3 Review meeting with City		8	8	8	8	0		32	\$6,504	\$6,504		
3.4 Revise Analysis		4	8	16	16	0		44	\$8,012	\$8,012		
3.5												
<i>Task 3 Subtotal</i>	0	20	32	104	104	0	0	260	\$46,565	\$46,565	\$0	\$0
Task 4: Rate Alternatives Evaluation												
4.1 Council Presentation #1		0	0	0	0	0		0	\$0			
4.2 Develop Rate Alternatives		0	0	0	0	0		0	\$0			
4.3 Council Presentation #2		0	0	0	0	0		0	\$0			
<i>Task 4 Subtotal</i>	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
Task 5: Documentation												
5.1 Computer spreadsheets		0	2	8	8	0	0	18	\$3,048	\$3,048		
5.2 Draft report		4	8	16	16	0	0	44	\$8,012	\$8,012		
Final report		4	8	16	16	0	0	44	\$8,012	\$8,012		
<i>Task 5 Subtotal</i>	0	8	18	40	40	0	0	106	\$19,072	\$19,072	\$0	\$0
Task 6: On-Call Services												
6.1 On-Call Services		8	8	16	16	0		48	\$9,175	\$3,058	\$3,058	\$3,058
6.2								0	\$0			
6.3								0	\$0			
<i>Task 6 Subtotal</i>	0	8	8	16	16	0	0	48	\$9,175	\$3,058	\$3,058	\$3,058
Labor Total		\$19,772	\$22,992	\$49,752	\$43,722	\$0	\$0		\$136,237	\$89,170	\$23,534	\$23,534
Expenses									\$15,000	\$7,500	\$3,750	\$3,750
Budget Estimate									\$151,237	\$96,670	\$27,284	\$27,284

Year 4: Wastewater COS

Co

Task Detail	Mtg	Mumm	Hobart	Quinn	Richard	Hobson	Admin	Total	Budget Estimate	Division Allocations		
		Principal	PM	PC	Sr. Analyst	Spec. PM	Support	Hours		WATER	WW	ESD
Task 1: Project Kickoff and Data Collection												
1.1 Data request and review		4	4	8	8	0		24	\$4,702	\$1,567	\$1,567	\$1,567
1.2 Kickoff meeting	1	4	4	4	4	0		16	\$3,334	\$1,111	\$1,111	\$1,111
1.3 Follow-up data request		0	8	16	16	0		40	\$7,020	\$2,340	\$2,340	\$2,340
<i>Task 1 Subtotal</i>	1	8	16	28	28	0	0	80	\$15,056	\$5,019	\$5,019	\$5,019
Task 2: Revenue Requirements												
2.1 Project baseline revenue requirements		8	16	40	40	0		104	\$19,162	\$6,387	\$6,387	\$6,387
2.2 Review meeting with City	1	8	8	12	12	0		40	\$8,036	\$2,679	\$2,679	\$2,679
2.3 Revise analysis		0	16	40	40	0		96	\$16,778	\$5,593	\$5,593	\$5,593
2.4 Present to Council	2	8	8	0	0	0	0	16	\$3,930	\$1,310	\$1,310	\$1,310
<i>Task 2 Subtotal</i>	3	24	48	92	92	0	0	256	\$47,905	\$15,968	\$15,968	\$15,968
Task 3: Cost of Service (Wastewater)												
3.1 Assess/refine customer data		4	8	40	40	0		92	\$16,425		\$16,425	
3.2 Allocate plant and expense		4	8	40	40	0		92	\$16,425		\$16,425	
3.3 Review meeting with City		8	8	8	8	0		32	\$6,667		\$6,667	
3.4 Revise Analysis		4	8	16	16	0		44	\$8,212		\$8,212	
<i>Task 3 Subtotal</i>	0	20	32	104	104	0	0	260	\$47,729	\$0	\$47,729	\$0
Task 4: Rate Alternatives Evaluation												
4.1 Council Presentation #1		0	0	0	0	0		0	\$0			
4.2 Develop Rate Alternatives		0	0	0	0	0		0	\$0			
4.3 Council Presentation #2		0	0	0	0	0		0	\$0			
<i>Task 4 Subtotal</i>	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0
Task 5: Documentation												
5.1 Computer spreadsheets		0	2	8	8	0	0	18	\$3,124		\$3,124	
5.2 Draft report		4	8	16	16	0	0	44	\$8,212		\$8,212	
Final report		4	8	16	16	0	0	44	\$8,212		\$8,212	
<i>Task 5 Subtotal</i>	0	8	18	40	40	0	0	106	\$19,549	\$0	\$19,549	\$0
Task 6: On-Call Services												
6.1 On-Call Services		8	8	16	16	0	0	48	\$9,404	\$3,135	\$3,135	\$3,135
6.2								0	\$0			
6.3								0	\$0			
<i>Task 6 Subtotal</i>	0	8	8	16	16	0	0	48	\$9,404	\$3,135	\$3,135	\$3,135
Labor Total		\$20,266	\$23,566	\$50,996	\$44,815	\$0	\$0		\$139,643	\$24,122	\$91,399	\$24,122
Expenses									\$15,000	\$3,750	\$7,500	\$3,750
Budget Estimate									\$154,643	\$27,872	\$98,899	\$27,872



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202940

Contractor: Financial Consulting Solutions Group, Inc. (dba FCS GROUP),

Description: Public Utilities Rate Evaluation and Financial Services

Contract ☐ Agreement ☒ Lease / Rent ☐ Amendment ☐

Term Start Date: as approved Term End Date: 6/30/25

☒ Approved by Council Date: Pending

Contract / Lease: Contract \$636,052.51

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** 21/43/B RFP 22/04/P Financial Accounting Services -4 years from September 21-June 30, 2025

Fran O'Leary
Fran O'Leary (Aug 27, 2021 09:01 MDT)

Aug 27, 2021

Purchasing Officer Review:

Date:

Comment & Exceptions: 22/04/P

5050381.510300, 5100331.510300

4. **Funding Source:** Water, WWM & ESD Enterprise Fund **Org / Object:** 5000361.510300

Andy Hopkins
Andy Hopkins (Aug 25, 2021 15:37 MDT)

Aug 25, 2021

Budget Officer Approval:

Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/8/2020

PRODUCER

SHINSTROM & NORMAN INC
PO Box 638
Kirkland, WA 98083
(425)827-6200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

FINANCIAL CONSULTING SOLUTIONS GROUP, INC.
7525 166TH AVENUE NE, STE #D-215
REDMOND, WA 98052

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: **LIBERTY MUTUAL INS. CO.**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	BKW58035312	09/20/20	09/20/21	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
		<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 15,000
		NO DEDUCTIBLE				PERSONAL & ADV INJURY \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY	BAA58035312	09/20/20	09/20/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input type="checkbox"/> ANYAUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> HIRED AUTOS				
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				
		NO DEDUCTIBLE				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANYAUTO				OTHER THAN AUTO ONLY: EAACC \$
						AGG \$
A		EXCESS/UMBRELLA LIABILITY	USO58035312	09/20/20	09/20/21	EACH OCCURRENCE \$ 2,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE				AGGREGATE \$ 2,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$
						\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	BKW58035312 WASH. STOP GAP	09/20/20	09/20/21	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: OPERATIONS - PO #22101122, PO #22101163, PO #22101201
THE CERTIFICATE HOLDER(S) ARE INCLUDED AS PRIMARY ADDITIONAL INSURED PER ATTACHED FORM CG8810 AND INCLUDES WAIVER OF SUBROGATION.

CERTIFICATE HOLDER

CITY OF SANTA FE
801 W SAN MATEO RD.
SANTA FE, NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **45** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

10/8/2020

PRODUCER SHINSTROM & NORMAN INC PO Box 638 Kirkland, WA 98083 (425) 827-6200		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED FINANCIAL CONSULTING SOLUTIONS GROUP, INC. 7525 166TH AVENUE NE, SUITE D-215 REDMOND, WA 98052		INSURERS AFFORDING COVERAGE	
		INSURER A: STARSTONE NATIONAL INSURANCE CO.	
		INSURER B: NAIC: 25496	
		INSURER C:	
		INSURER D:	
		INSURER E:	

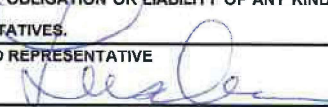
COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER F.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER PROFESSIONAL LIABILITY	09550B1209APL CLAIMS MADE FORM	09/20/20	09/20/21	\$2,000,000 EACH CLAIM \$4,000,000 AGGREGATE \$ 5,000 DEDUCTIBLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RETROACTIVE DATE: 7/26/1988

CERTIFICATE HOLDER CITY OF SANTA FE 801 W SAN MATEO RD. SANTA FE, NM 87505	ADDITIONAL INSURED: INSURER LETTER:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>45</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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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: FCS GROUP

Business Location: 7525 16TH AVE NE STE D215
REDMOND, WA 98052

Owner: FCS GROUP

License Number: 223967

Issued Date: December 28, 2020

Expiration Date: December 28, 2021

CRS Number: 03420605001

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

FCS GROUP
7525 166TH AVE NE STE D215
REDMOND, WA 98052

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Financial Consulting Solutions Group, Inc. (dba FCS GROUP),

Procurement Title: Public Utilities Rate Evaluation and Financial Services 22/04/P

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

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

Department Requesting Public Utilities Department Staff Name Maya Martinez

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<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 checked="" type="checkbox"/>	<input type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Maya Martinez

Public Utilities Dept / Maya Martinez, PUD Fiscal Administrator

Department Rep Printed Name (attesting that all information included)	Title	Date
<u><i>Fran Duraway</i></u> Fran Duraway (Aug 27, 2021 09:01 MDT)	Chief Procurement Officer	Aug 27, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

DATE: August 20, 2021
TO: Fran Dunaway, Chief Procurement Officer
City of Santa Fe
FROM: Maya Martinez, Procurement Manager *MM*
Public Utilities Department
SUBJECT: Evaluation Committee Report, Public Utilities Rate Evaluation & Financial Services
RFP # 22/04/P

In accordance with the Request for Proposals for **Public Utilities Rate Evaluation & Financial Services** issued 6/17/21, one response were submitted from the following Offerors: FCS Group and evaluated by the committee.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Shannon Jones, Public Utilities Department Director
Shirlene Sitton, Environmental Services Division Director
Mike Dozier, Waste Water Management Division Director
Jesse Roach, Water Division Director
Stephen Morales, Public Utilities Department

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

- July 26, 2021: Evaluation Committee met to review Evaluation Committee duties and RFP process. Evaluation Committee was provided with the proposal and evaluation criteria form.
- August 3, 2021: Evaluation Committee met to go over their scoring and comments of the proposal.

Section IV.B, Technical Specifications

Section IV.B.1, Organizational Experience (400 Total Points)

	FCS Group
<u>Offeror Points</u>	376

Specifications:

- 1) Offeror should show a past record of performance on selected projects, with respect to such factors as rate structure analysis, annual financial plan updates, cost-of-service evaluation, and the ability to comply with critical schedules and budgets. Project references are requested for each demonstration of performance on prior projects.
- 2) Offeror should provide a detailed description of relevant corporate experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of financial management expertise.
- 3) Relevant experience in financial management services using generally accepted utility ratemaking methodologies, as described by the American Waterworks Association, and applicable New Mexico and Federal law to successfully implement project goals shall be documented in the proposal. The City is looking for firms who hold a Municipal Advisor Certification. The Certification must be included in the Offeror's proposal. Offeror should clearly demonstrate they currently have the requisite staff and necessary financial management expertise for this project. The Offeror should discuss specialized financial management and water rate analysis competence of firm or joint venture, regarding the type of services required. The City fully anticipates the consultant to immediately start work on this project with the notice to proceed and expediently complete identified initial work and future work orders.
- 4) Describe the continuity of the company, particularly its capability to sustain loss of key personnel, or owner directed substitution of key personnel, without adversely affecting a project or the company.
- 5) Discuss past record of performance on contracts with public agencies or private sector clients with respect to such factors as control of time, costs, value, quality of work, claims handling and ability to achieve schedules. Provide reference contacts to include:
 1. Organization
 2. Project

3. Contact information (name, title, number, address, email)
- 6) Discuss knowledge and familiarity with Industry Standard Practices, generally accepted utility ratemaking methodologies, as described by the American Waterworks Association, and applicable New Mexico and Federal law.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses.

FCS Group

The Evaluation Committee awarded FCS 376 points based on the Offeror's response.

The FCS team, including subcontractor, is strong and well versed in the financial standing of the City of Santa Fe's utilities, as well as in the Southwest portion of the United States. Points were deducted because the solid waste portion is subcontracted out.

The offeror responded very well to this, the only reason for the score given is that the experience that FCS brings is fairly recent, and mostly in the form of Jason Mumm who has consulted for the City since 1999, but been with FCS since 2017. Since 2017, their organizational experience is excellent. Strong record of past performance on relevant projects for both primary contractor and subcontractor on municipal utility projects. Submitter has extensive history with AWWA and helped to write guidelines for it. Both have depth of personnel for continuity. Many client references provided with required information.

Section IV.B.2, Project Team and Related Experience (250 Total Points)

	<u>FCS Group</u>
<u>Offeror Points</u>	235

Specifications:

The Offerors Project Team shall have successfully completed a minimum of three (3) similar utility rate analysis services for communities of 70,000 residents or larger. Special consideration will be given to firms that have experience with projects similar to those outlined in the scope of work.

Discuss recent experience of firm and Project Team on similar projects. List particular projects, their completion dates, costs, owner / client, and references (including telephone numbers). Describe your Project Team's expertise and familiarity with procedural and regulatory requirements on these kinds of projects.

- Present the organizational chart for the Project Team for public involvement; the names of the specific team members; with their assigned tasks; qualifications and percent of time they will be assigned to the project.
- Provide brief resumes of all senior and key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel

is identified as personnel who would work directly with City staff. Offeror must include the following information for all key members of the project team, including subcontractors using the following format:

- Name and Title
- Specialized Professional Competence
- Current Responsibilities
- Representative Project Assignments with Firm
- Representative Project Assignments for Other Identified Employers
- Professional Background, Education
- Describe the management plan for coordinating schedules and resources to complete this project on schedule and within budget.
- Describe the client and consultant relationship the firm will establish for progress meetings, design, review, decision-making, and budget containment.
- Should the firm be invited for personal interview, the City requires the principal and key design personnel, who will be assigned to the project, be present, be introduced, make comment to the selection committee, and preferably be a participant in the interview.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses.

FCS Group

The Evaluation Committee awarded FCS Group 235 points based on the Offeror's response. FCS's project team has completed the required minimum of 3 utility rate analysis service for communities similar to Santa Fe and in communities with population greater than 70,000 people. The proposal listed strong projects completed and ongoing with strong utilities specifically in western and southwestern United States. Including tier rate structures.

Points were deducted because of the population of reference locations not listed and had to search total population. FCS has a Strong team, particularly Jason Mumm, whose credentials are very impressive. Project team has many years of related experience and rate analysis in appropriate sized cities. Organization is clearly shown and employee resumes with relevant projects are given. FCS has 20 years' experience working with Utility Department and can work right away.

Section IV.B.3, Associations (50 Total Points)

	FCS Group
<u>Offeror Points</u>	49

Specifications:

The City of Santa Fe may contract with only one principal firm for this project; or the resulting contract may be a multiple award.

The use of specialty firms is recognized and with respect to joint ventures, associations, or subcontracts with other firms, describe recent associations on completing projects and your ability to effectively coordinate and manage a combination of firms. Indicate all of the firms and firm's information (company name, contact name, title, number, address).

Describe the capacity and capability of firm, joint venture or Teaming Agreement, including special consultants, to perform the work, including any specialized services, within the Offeror's time frames to expedite projects.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of the firms experience, expertise, knowledge, capacity and capability.

FCS Group

The Evaluation Committee awarded FCS Group 49 points based on the Offeror's response. The Association with NewGen is strongly related to Solid Waste portion of the utility. NewGen has extensive experience and history. Points were deducted because this capacity should be in-house and not subcontracted. Partnering with NewGen for Solid Waste related services rounds out the service offering well. Subcontractor information is clearly shown, and this firm has previous experience with City, County. Resumes and projects are shown.

Section IV.B.4, Workload (150 Total Points)

	<u>FCS Group</u>
<u>Offeror Points</u>	105

Specifications:

Describe the firm's current workload (particularly in the office that will manage this project). Provide names, locations, and clients for each project. List those in your firm who are assigned to these projects that will also be assigned to the proposed project and the firm's capacity in these projects.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section.

FCS Group

The Evaluation Committee awarded FCS Group 105 points based on the Offeror's response. Points were deducted because the Description of other ongoing or new clients was vague. Answer given was not fully responsive, essentially saying they will be as responsive as they have been. Workload is addressed but not particularly shown. FCS states that after a 20-year relationship, the firm's workload is already adjusted to Santa Fe's needs.

Section IV.B.5, Knowledge of Local Conditions (50 Total Points)

	<u>FCS Group</u>
<u>Offeror Points</u>	50

Specifications:

Demonstrate recent knowledge and experience with the City Public Utilities Department, neighborhoods, local boards and commissions, community awareness, historic sensitivity and local practices, i.e., Santa Fe Regional Area.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section.

FCS Group

The Evaluation Committee awarded FCS Group 50 points based on the Offeror's response. FCS demonstrated good knowledge of local conditions. FCS has extensive knowledge of local conditions with 20 years of being the Utility consultant. Subcontractor has also performed cost analysis for the City, County previously, and with the immediately past contract. Also recently completed projects with Albuquerque and Las Cruces

Section IV. C. Business Specifications

Section IV.C.1, Letter of Transmittal (Pass/Fail)

	<u>FCS Group</u>
<u>Pass/Fail</u>	Pass

Specifications:

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

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2, Signed Campaign Contribution Disclosure Form (Pass/Fail)

	FCS Group
<u>Pass/Fail</u>	Pass

Specifications:

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.3, Costs (100 Total Points)

	FCS Group
<u>Offeror Points</u>	100

Specifications:**Cost**

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by the total annual cost for the first year for contractual services as defined by the scope of work. Offerors must list out the annual cost for each task to include labor, travel, documenting & reporting and meetings.

Evaluation Factors:

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

Lowest Responsive Offeror's Total Annual Cost

----- X Available Award Points

Each Offeror's Total Annual Cost

FCS Group

The Evaluation Committee awarded FCS Group points based on the Offeror's response.

151261

----- = 1 X 100 = 100

151261

Section IV.C.4. NM Preferences

Evaluation Factors:

	<u>Points</u>	<u>FCS Group</u>
City of Santa Fe Local Preference per Section IV C. 2.	30	0
City of Santa Fe Local Preference using Local Subcontractors per Section IV C. 2.	60	0

Specifications:

Local Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department

Evaluation Factors:

Percentages will be determined based upon the point-based system outlined below:

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978 §13-1-22.

A. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used

in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

C. Solicitations above One Million Dollars (\$1,000,000)

a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

b. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only if at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

FCS Group

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points.

Public Utilities Rate Evaluation & Financial Services
RFP # 22/04/P
Evaluation Summary

	<u>FCS Group</u>
Section IV.B 1. Technical Specifications Organizational Experience (400 Points)	376
Section IV.B 2. Technical Specifications Project Team Related Experience (250 Points)	235
Section IV.B 3. Technical Specifications Associations (50 Points)	49
Section IV.B 4. Technical Specifications Workload (150 Points)	105
Section IV.B 5. Technical Specifications Knowledge of Local Conditions (50 Points)	50
Section IV.C 1. Business Specifications Letter of Transmittal (Pass/Fail)	Pass
Section IV.C 2. Business Specifications Signed Campaign Disclosure Form (Pass/Fail)	Pass
Section IV.C 3. Business Specifications Cost (100 Points)	100
Section IV.C 4. Business Specifications New Mexico Resident Business Preference 5%	0
Section IV.C 4. Business Specifications New Mexico Resident Veteran Preference 10%	0
TOTAL POINTS AWARDED	915

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding a Professional Services Agreement to perform the scope of work as outlined in the Public Utilities Rate Evaluation & Financial Services to the only proposal received; FCS Group; subject to agreement between the Public Utilities Department and the selected Offeror. Awarding Professional Services Agreement to the recommended Offeror is in the best interest of the City and the Public Utilities Department.

Committee Signature Approval

Shannon Jones

Shannon Jones
Evaluation Committee Member

Date

JR

Jesse Roach
Evaluation Committee Member

Date

MD
Michael Dozier (Aug 20, 2021 15:17 MDT)

Michael Dozier
Evaluation Committee Member

8/20/21

Date

Shirlene Sitton
Shirlene Sitton (Aug 20, 2021 12:04 MDT)

Shirlene Sitton
Evaluation Committee Member

Date

Stephen A Morales
Stephen A Morales (Aug 20, 2021 15:22 MDT)

Stephen Morales
Evaluation Committee Member

08/20/2021

Date

Maya Martinez

Maya Martinez
Procurement Manager

8/20/21

Date

Chief Procurement Officer Signature Approval

A handwritten signature in black ink that reads "Fran Dunaway". The signature is written in a cursive style with a large, stylized "F" and "D".

Fran Dunaway (Aug 23, 2021 13:53 MDT)

Fran Dunaway
Chief Procurement Officer
City of Santa Fe

Aug 23, 2021

Date

Signature: *Shannon Jones*

Email: swjones@santafenm.gov



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2024

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

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

PRODUCER Klein Agency, LLC P.O. Box 219 Timonium MD 21094	CONTACT NAME: Certificates PHONE (A/C, No, Ext): (410) 832-7600 FAX (A/C, No): (410) 832-1849 E-MAIL ADDRESS: certs@kleinagencyllc.com
INSURED FCS, A Bowman Company FCS Group; Bowman Consulting Group, LTD 12355 Sunrise Valley Drive, Suite 520 Reston VA 20191	INSURER(S) AFFORDING COVERAGE INSURER A: Charter Oak Fire Insurance Co 25615 INSURER B: Travelers Indemnity Co. of Am 25666 INSURER C: Travelers Property Casualty Co. of America 25674 INSURER D: Berkshire Hathaway Specialty Insurance 22276 INSURER E: Beazley Insurance Company 37540 INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 24-25 FCS**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	630-6J047645-COF-24	08/31/2024	08/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-8T020319-24-43	08/31/2024	08/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CUP-6J395074-24-23	08/31/2024	08/31/2025	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000	
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	Y	UB-6J317115-24-43-G	08/31/2024	08/31/2025	<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
D/E	Primary Professional & Pollution Liab / Excess Professional & Pollution Liab			47EPP33066602/V3349C240301	08/31/2024	08/31/2025	Each Claim/Aggregate \$5,000,000 Excess Each Claim/Aggr. \$5,000,000	

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

Re: FY2024-25 Budget for Contract No. 3202940 (Munis) for Annual Utility Rate Evaluations. Endorsements CGD604, CGD414, CGD379, CAF129, CAF129 and WC000313 are attached. If required by an insured written contract, executed prior to any loss, The City of Santa Fe is an Additional Insured on a primary and non-contributory basis under the General and Auto Liability Policies. If required by an insured written contract, executed prior to any loss, Waiver of Subrogation is provided for General, Auto, and Workers Compensation Policies. Umbrella Policy follows form over General, Auto, and Employer's Liability Policies. 30 day notice of cancellation, 10 day for non-payment.

CERTIFICATE HOLDER**CANCELLATION**The City of Santa Fe
801 W. San Mateo

Santa Fe

NM 87504

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
 - (1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:
 - (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
 - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
 - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
 - (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place ;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Retired Partners, Members, Directors And Employees D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies F. Blanket Additional Insured – Controlling Interest G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers | <ul style="list-style-type: none"> H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations J. Incidental Medical Malpractice K. Medical Payments – Increased Limit L. Amendment Of Excess Insurance Condition – Professional Liability M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement N. Contractual Liability – Railroads |
|---|---|

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
 - (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:
 - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED:**

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

- 1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

- 2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA BUSINESS AUTO COVERAGE EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <p>A. BROAD FORM NAMED INSURED</p> <p>B. BLANKET ADDITIONAL INSURED</p> <p>C. EMPLOYEE HIRED AUTO</p> <p>D. EMPLOYEES AS INSURED</p> <p>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</p> <p>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</p> <p>G. WAIVER OF DEDUCTIBLE – GLASS</p> | <p>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</p> <p>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</p> <p>J. PERSONAL EFFECTS</p> <p>K. AIRBAGS</p> <p>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</p> <p>M. BLANKET WAIVER OF SUBROGATION</p> |
|--|--|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and

that is in effect during the policy period, to name as an additional insured for Covered Auto Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE** :
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE** :
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you

lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
 - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
 - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
 - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.
 - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE — TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following additional coverage is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

This Personal Effects limit does not apply to "loss" to the covered "auto" or its equipment.

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS** :

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

COMMERCIAL AUTO

- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

POLICY NUMBER: UB-6J317115-24-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.