



The Purchasing Memo

Date: December 15, 2025

To: ~~Mark Scott, City Manager~~ Chief Brian Moya, Interim City Manager

From: Melissa Velasquez, Administrative Manager Arts & Culture and Metropolitan Redevelopment Agency, mrvelasquez@santafenm.gov

Via: Carly Venditti, MRA Deputy Director, cavenditti@santafenm.gov, Elisa Montoya, Community Development Director, edmontoyal@santafenm.gov *Carly Venditti*

Subject: Midtown Permanent Signage ITB #26009

Vendor Name: Rustic Nomad

Munis Vendor Number: 11134

ITEM AND ISSUE:

Metropolitan Redevelopment Agency (MRA) respectfully requests your review and approval of a general services contract in total amount of \$ 110742.88. The City is entering a Contract for a term of one year with Rustic Nomad to retrofit, repair, redesign, fabricate and install various signs at Midtown. On behalf of the Metropolitan Redevelopment Agency (MRA) the Contractor, as a qualified signage designer, will facilitate the following:

- Retrofit existing entrance signage on St. Michaels Dr. as per (Attachment A, Signs 1-4).
 - Sign 1, “Visit Play Gather,” may be considered if funding is available.
 - Remove metal portions of existing signage from the Santa Fe University of Art and Design (“SFUAD”) for signs 1, 2, and 4 while maintaining concrete foundations.
 - Remove existing SFUAD logo and lettering on Sign 3, repair and paint metal to be used for new signage as shown on Attachment A.
 - Make necessary repairs to existing entry sign foundations at St. Michaels Dr. entrance as needed.
 - Redesign and fabricate new directory signage at the end of Midtown Avenue, beyond the St Michaels Dr. entrance (Attachment B).
 - Signs on the left and right, where Midtown Avenue bisects Midtown Calle 2, must be adaptable to new businesses with changeable slats and matching materiality.
 - Fabricate and determine the site of one new monument sign at the entrance to the Midtown Site on Siringo Road that may be co-located with the existing Higher Education Center (HEC) sign, Midtown (Sign 2, Attachment A), and potential future Aspect Media Village signage, (Siringo Road entrance as shown in Attachment C).

CONTRACT NUMBER:

The FY26 Munis contract number is 3260294.

BACKGROUND AND SUMMARY:

This project is aligned with the mission of the Metropolitan Redevelopment Agency (MRA) to guide the redevelopment and transformation of the Midtown District into a vibrant, equitable, and sustainable mixed-use

hub. The Metropolitan Redevelopment Agency was created to ensure that the Midtown District evolves into a thriving center of culture, creativity, and community. MRA's mission is to lead reinvestment in Midtown by aligning public resources with private investment so that redevelopment brings lasting social, economic, and cultural benefits to Santa Fe. The fabrication and installation of new permanent signage help steward the first phase of redevelopment on the Midtown Campus. These signs will aid in the aesthetic vision and marketing of the site as Aspect Media Village welcomes tenants, and the Agency attracts future development interest.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Economic Development Fund/ 212

Munis Org Name/Number: Metropolitan Redevelopment Organization/2120128

Munis Object Name/Number: WIP Construction/572970


Budget Officer / Designee: Andy Hopkins **Date:** 03/17/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB

An Invitation to Bid (ITB) was utilized as a formal purchasing process used by the State of New Mexico and within the City of Santa Fe Procurement Policy. The services needed were identified with multiple vendors competing. Requirements were clearly defined inviting multiple vendors to submit sealed bids, publicly opened the bids for transparency, and carefully awarded the contract to the most qualified and responsible bidder, ensuring fairness, protecting taxpayer funds, and complying with state law.

Chief Procurement Officer (CPO)/Designee:  **Date:** 03/17/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

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

Comment/Exceptions: _____

Vehicles included? Yes | No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination

CPO Service Determination Email

Procurement document: ITB

Vendor's Bid (Note: proposals and Evaluation Committee Reports shall only be emailed (by CPD) to the committee directly, not included in this packet.)

Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

General Services Contract

Federally required forms (list all. Examples: SAM.gov check, etc.)

Construction Contract Attachments:

Non-Collusion Affidavit of Subcontractor

Statement of Intent to pay prevailing wages

Affidavit of Wages Paid

Weekly Payroll Form

Payroll Statement of Compliance

Performance bond

Payment bond

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

General Services for permanent signage as requested by the Metropolitan Redevelopment Agency.

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the “City,” and **Rustic Nomad** herein after referred to as the “Contractor.”

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**
 - A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.
 - B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. **Scope of Work**
 - A. The Contractor shall perform the following work:

The City is entering a Contract with the Contractor to retrofit, repair, redesign, fabricate and install various signs at Midtown.

On behalf of the Metropolitan Redevelopment Agency (MRA) the Contractor, as a qualified signage designer, will facilitate the following:

- Retrofit existing entrance signage on St. Michaels Dr. as per (Attachment A, Signs 1-4).
 - Sign 1, “Visit Play Gather,” may be considered if funding is available.
 - Remove metal portions of existing signage from the Santa Fe University of Art and Design (“SFUAD”) for signs 1, 2, and 4 while maintaining concrete foundations.
 - Signs 2 and 4 must be fabricated according to Attachment A.
 - Remove existing SFUAD logo and lettering on Sign 3, repair and paint metal to be used for new signage as shown on Attachment A.
 - Make necessary repairs to existing entry sign foundations at St. Michaels Dr. entrance as needed.
 - Redesign and fabricate new directory signage at the end of Midtown Avenue, beyond the St Michaels Dr. entrance (Attachment B). Center Sign at Directory shall be the same as Sign 2, Attachment A.

- Signs on the left and right, where Midtown Avenue bisects Midtown Calle 2, must be adaptable to new businesses with changeable slats and matching blue materiality as shown in Attachment A.
- Fabricate and determine the site of one new monument sign at the entrance to the Midtown Site on Siringo Road that will be co-located with the existing Higher Education Center (HEC) sign, Midtown (Sign 2, Attachment A), and potential future Aspect Media Village signage, (Siringo Road entrance as shown in Attachment C).

3. Compensation

Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in paragraph C of this Clause.

A.

For the services described in the scope of work, the City agrees pay the Contractor	\$102,361.99
The services in the contract include GRT. The GRT on this contract at 8.1875% equals	+ \$8,380.89
The total compensation for the contract including GRT is	= \$110,742.88

- B. **Payment.** The total compensation under this Agreement shall not exceed \$110,742.88 including New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.
- C. **Payment shall be made upon Acceptance of each Deliverable (sign) and upon the receipt and acceptance of a detailed, certified Payment Invoice.** Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices **MUST BE** received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date **WILL NOT BE PAID.**
- D. **Performance Bond.** Contractor shall execute and deliver to City, contemporaneously with the execution of this Agreement, a Performance Bond in the amount of \$5,883.20 in the name of the City. The Performance Bond shall be in effect for the duration of this Agreement and any renewals thereof. The required Performance Bond shall be conditioned upon and for the full performance, Acceptance and actual fulfillment of each and every Deliverable, term, condition, provision, and obligation of the Contractor arising under this Agreement. The City's right to recover from the Performance Bond shall include all costs and damages associated with the transfer of Services provided under this Agreement to another Contractor or to the City as a result of Contractor's failure to perform.

5. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **one (1) year from date of final signature** unless terminated pursuant to Paragraph 7 (Termination) or Paragraph 17 (Appropriations). A contract for general services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

6. **Default and Force Majeure**

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

7. **Termination**

- A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor, or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.
- B. Notice: City Opportunity to Cure.
 - 1.1. The City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
 - 1.2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
 - 1.3. Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is

suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, (Appropriations), of this Contract.

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

8. **Amendment**

- A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

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

20. **Conflict of Interest**

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.
- C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Contract; Merger**

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

All terms and conditions of the **Permanent Signage ITB #26009** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response

to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:
 - 1.1. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and
 - 1.2. reduce the contract price to reflect the reduced value of the services performed.

2. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:
 - (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
 - (2) terminate the contract for default.

33. **Insurance**

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

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Contract**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1.1.give the Contractor prompt written notice within 48 hours of any claim;
- 1.2.allow the Contractor to control the defense of settlement of the claim; and
- 1.3.cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

A. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- 1.4. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- 1.5. replace or modify the product or service so that it becomes non-infringing; or,
- 1.6. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

39. **Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person

having primary management or supervisory responsibilities within a business entity or related entities.

- C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Carly Venditti, Asset Development Manager, 1600 St. Michael's Drive Southwest Annex, Santa Fe, NM 87505 cavenditti@santafenm.gov, 505)795-0675

To the Contractor: Rhonda Headley, Owner, 3226 ½ La Avenida de San Marcos, Santa Fe, NM 87507 rhonda@rusticnomad.com, (575)495-9002

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: Rhonda Headley, Owner, 3226 ½ La Avenida de San Marcos, Santa Fe, NM 87507 rhonda@rusticnomad.com, (575)495-9002

42. **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

CONTRACTOR:
RUSTIC NOMAD

Brian J Moya

Brian J Moya (Mar 18, 2026 14:30:24 MDT)

~~MARK SCOTT, CITY MANAGER~~



RHONDA HEADLEY, OWNER

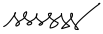
Chief Brian Moya, Interim City Manager
DATE: 03/18/2026


DATE: Nov 4, 2025

NMBTIN#: _____

City of SF Business License #: _____

ATTEST:



CITY CLERK 

CITY ATTORNEY'S OFFICE:

Marcos Martínez

Marcos Martínez (Nov 5, 2025 13:40:49 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



ANDREA PHILLIPS (Mar 18, 2026 13:15:55 MDT)

FINANCE DIRECTOR



MIDTOWN COMMUNITY SPACE DESIGN

SIGNAGE



VISIT PLAY GATHER

1

Aluminum sign with raised aluminum letters

MIDTOWN
THE CENTER OF SANTA FE

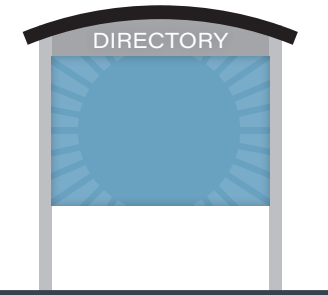
2

MIDTOWN
THE CENTER OF SANTA FE

3

MIDTOWN
THE CENTER OF SANTA FE

4



5

Attachment B

Existing Directional Signage at the end of Midtown Avenue



Attachment C

Existing Higher Education Center (HEC) Signage at the intersection of Siringo Road, Yucca Street, and Alumni Drive.



Performance Bond

CONTRACTOR:

(Name, legal status and address)

Rustic Nomad
3226 1/2 La Avenida de San Marcos
Santa Fe, NM 87507

OWNER:

(Name, legal status and address)

City of Santa Fe
1600 St. Michael's Drive Southwest Annex
Santa Fe, NM 87505

CONSTRUCTION CONTRACT

Date: **November 5, 2025**

Amount: **\$110,742.88**

Description: **Permanent Signage**
(Name and location) **ITB #: 26009**
Santa Fe, NM

BOND

Date: **February 26, 2026**

(Not earlier than Construction Contract Date)

Amount: **\$55,371.44**

Modifications to this Bond: None

See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Rustic Nomad

Signature: _____

Name
and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

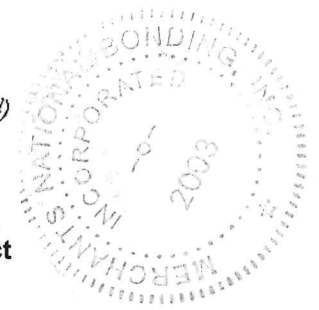
SURETY

Company: *(Corporate Seal)*

Merchants National Bonding, Inc.

Signature: 

Name **Rita Jorgenson, Attorney-In-Fact**
and Title:



This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

(FOR INFORMATION ONLY— Name, address and telephone)

~~AGENT X XXXXXX~~

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party.)

ACORA Surety & Insurance Services, LLC
PO BOX 506
Montevideo, MN 56265
Ph: 320-269-8546

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010, Performance Bond and Payment Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: N/A

Name and Title:

Address:

Signature: N/A

Name and Title:

Address:



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ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally comes _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known, who being duly sworn, deposes and says that he/she resides in the City of _____ that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.

Notary Public

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jack Anderson; Rita Jorgenson

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

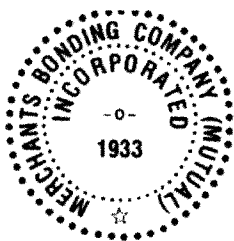
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.

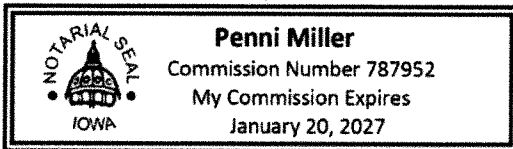



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of February, 2026.




Secretary



ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

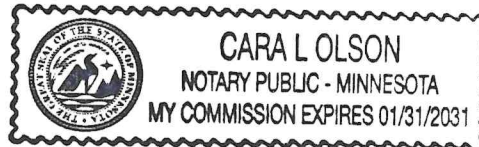
COUNTY OF CHIPPEWA



On this 26th day of February, 2026, before me, a Notary Public within and for said County, personally appeared **Rita Jorgenson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Merchants National Bonding, Inc.**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Rita Jorgenson** acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC

My Commission Expires 1/31/2031



Selected	Line Item	Description	Quantity
	1	Sign 1, Tag Line Sign "Visit Play Gather"	1
	2	Sign 2, Horizontal "Midtown, The Center of Santa	1
	3	Sign 3, Vertical "Midtown, The Center of Santa Fe"	1
	4	Sign 4, Horizontal "Midtown, The Center of Santa	1
	5	Sign 5, Directional Signage	3
	6	Sign 6, Siringo Entrance, Horizontal "Midtown, The Center of Santa Fe"	1
		Total	

Rustic Nomad		
Unit of Measure	Unit Cost	Total
Lump Sum	\$15,302.00	\$15,302.00
Lump Sum	\$16,479.00	\$16,479.00
Lump Sum	\$13,383.00	\$13,383.00
Lump Sum	\$15,484.00	\$15,484.00
Lump Sum	\$10,811.00	\$32,433.00
Lump Sum	\$24,583.00	\$24,583.00
		\$0.00

Exhibit A – Total Cost

Permanent Signage ITB # 26009

Line Item	Description	Quantity	Unit Cost	Total
1	Sign 1, Tag Line Sign “Visit Play Gather”	0	-	
2	Sign 2, Horizontal “Midtown, The Center of Santa Fe”	1	\$ 16,479	\$ 16,479
3	Sign 3, Vertical “Midtown, The Center of Santa Fe”	1	\$ 13,383	\$ 13,383
4	Sign 4, Horizontal “Midtown, The Center of Santa Fe”	1	\$ 15,848	\$ 15,848
5	Sign 5, Directional Signage	2	\$ 10,811	\$ 21,622
6	Signage Design & Discovery Phase	1	\$ 10,811	\$ 10,811
7	Sign 6, Siringo Entrance, Horizontal “Midtown, The Center of Santa Fe”	1	\$ 24,583	\$ 24,583
Sub Total				\$ 102,362
GRT	Santa Fe GRT (8.1875%)			\$ 8,380.88
Total				\$ 110,742.88



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/13/2025

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

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

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME: PHONE (A/C. No. Ext): (855) 222-5919		FAX (A/C. No):
	E-MAIL ADDRESS: support@nextinsurance.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Next Insurance US Company			16285
INSURED Rhonda Headley Rustic Nomad 3226 1/2 La Avenida de San Marcos Santa Fe, NM 87507	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		
	INSURER G:		

COVERAGES

CERTIFICATE NUMBER: 194805088

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		NXTDPCR99P-00-GL	06/16/2025	06/16/2026	EACH OCCURRENCE \$1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00						
							MED EXP (Any one person) \$15,000.00
							PERSONAL & ADV INJURY \$1,000,000.00
							GENERAL AGGREGATE \$2,000,000.00
							PRODUCTS - COMP/OP AGG \$2,000,000.00
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		NXTDPCR99P-00-GL	06/16/2025	06/16/2026	EACH OCCURRENCE \$ 2,000,000.00
	AGGREGATE \$ 2,000,000.00						
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Certificate Holder is City of Santa Fe. This Certificate Holder is an Additional Insured on the General Liability policy and Umbrella/Excess Liability policy with respect to ongoing operations. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

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

LIVE CERTIFICATE

Click or scan to view

CANCELLATION

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


AUTHORIZED REPRESENTATIVE

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STATEMENT OF INTENT TO PAY PREVAILING WAGES

**To Be Completed Before Construction Starts
ALL FIELDS ARE REQUIRED**

FORM MUST BE SENT TO THE CONTRACTING AGENCY WITHIN 3 DAY OF THE AWARD

General Contractor Information		
Company Name: Rustic Nomad		
Address: 3226 1/2 la avenida de san marcos		
City: Santa Fe	State: NM	Zip: 87507
Phone:	Fax:	E-Mail:
FEIN # 45-5636965		
Estimated Start Date: 11/15/2025	State Wage Decision Number: SF-25-2926-A	
Project Title: Permanent Signage	Project Physical Address: 1600 St Michaels Dr, Santa Fe NM	
Total Contract Amount: \$117,664.00	Estimated Completion Date: 12/30/2025	
Print Name: Rhonda Headley	General Contractor Signature: 	
Sub-Contractor Information		
Subcontract Amount:	Start date on this project:	
Company Name: TNE Signage		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail:
FEIN #		
Print Name:	Sub-Contractor Signature:	
2nd, 3rd, etc. Tier Sub-Contractor Information		
Contract Amount:	Start date on this project:	
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail:
FEIN#		
Print Name:	Tier Signature:	

I hereby certify that the above information is correct and that all workers I employ on this public works project will be paid no less than the Prevailing Wage Rate(s) as determined by the Department of Workforce Solutions, Labor Relations Division for this project as identified by the State Wage Decision Number. I understand that contractors who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.), are subject to debarment procedures and shall be required to pay any back wages due to workers. (Ref. Labor Relations Division, Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) & Public Works Minimum Wage Act (13-4-11 through 13-4-18, NMSA 1978).

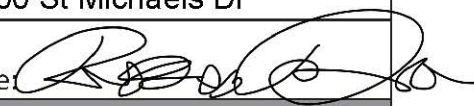
Contractor's Signature

(Revised 11/21/2017)

Date

AFFIDAVIT OF WAGES PAID

To Be Completed After Construction Is Complete
ALL FIELDS ARE REQUIRED
FORM MUST BE SENT TO THE CONTRACTING AGENCY

General Contractor Information		
Company Name: Rustic Nomad		
Address: 3226 1/2 la avenida de san marcos		
City: Santa Fe, NM 87507	State:	Zip:
Phone: 575-495-9002	Fax:	E-Mail: rhonda@rusticnomad.com
Estimated Completion Date:	State Wage Decision Number:	
Project Title: Permanent Signage	Project Physical Address: 1600 St Michaels Dr	
Print Name: Rhonda Headley	General Contractor Signature: 	
Sub Contractor Information		Date you completed work on this project:
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail:
Print Name:	Sub Contractor Signature:	
2nd, 3rd, etc. Tier Sub Contractor Information		Date you completed work on this project:
Company Name:		
Address:		
City:	State:	Zip:
Phone:	Fax:	E-Mail:
Print Name:	Tier Signature:	

I hereby certify that the above information is correct and that all workers I employ on this public works project were paid no less than the Prevailing Wage Rate(s) as determined by the Department of Workforce Solutions, Labor Relations Division for this project as identified by the State Wage Decision Number. I understand that contractors who violate Prevailing Wage Laws (i.e., incorrect job classification, improper payment of prevailing wages, and/or overtime, etc.), are subject to debarment procedures and shall be required to pay any back wages due to workers. (Ref. Labor Relations Division Public Works Minimum Wage Act Policy Manual (11.1.2 NMAC) & Public Works Minimum Wage Act (13-4-11 through 13-4-18, NMSA 78)).

_____ Date

Contractor's Signature

Payroll Statement of Compliance

Wage Decision No.: SF-25-2926-A

I, Rhonda Headley, Owner do hereby state:

(Name of Signatory Party) (Title)

(1) that I pay or supervise the payment of the persons employed by: Rustic Nomad

(Contractor or Subcontractor)

on the Permanent Signage

(Name of Project)

that during the payroll period commencing on the ____ day of _____, 20__ and ending the ____ day of _____, 20__, all persons employed on said project have been paid the full weekly

wages earned, that no deductions have been or will be made either directly or indirectly to or on behalf of said

_____ from the full weekly wages earned by any (Contractor or Subcontractor)

person, other than deductions permitted by law. Anyone found in violation of the NM Public Works Minimum Wage Act [13-4-11 to 13-4-17 NMSA 1978] could be subject to penalties and debarment.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborer or mechanic conform with the work he performed.

(3) That any apprentice(s) employed in the above period are duly registered in a bona fide apprenticeship program registered with the State Apprenticeship agency recognized by the Bureau of Apprenticeship & Trng., US Dept.

of Labor, or properly enrolled in a bona fide training program approved for application on public works construction projects by the appropriate state (SAC) and/or federal agency(ies) (BAT) if and as required by law & applicable federal regulation.

(4) **FRINGE BENEFITS: (Please Spell Out Any/All Acronyms)**

__ (a) ARE PAID TO APPROVED PLAN, FUND, OR PROGRAM in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-referenced payroll, payments of fringe benefits as

listed in the contract have been or will be made to appropriate program for the benefit of such employees.

If paid to an approved plan, fund, or program, please fill out name of program w/fringe breakdown per hour below:

Name of Program Used for Fringe Benefits:				
Pension =	Health/Welfare =	Holiday/Vac. =	Life Ins. =	Training* =
(If additional space is needed for more programs/fringe breakdowns, please attach a separate page.)				

FRINGE BENEFITS :

Pension

Health/Welfare

Holiday/Vacation

Life Insurance

*Training (not Apprenticeship) **

FRINGE BREAKDOWN SAMPLE:

Fringe Benefit:	Amount:
401(K) Plan	\$8.98/hr.
Vacation	\$2.23/hr.

__ (b) **Paid to Union Program** - If paid to a Union and fringe benefits differ from employee to employee, and/ or job contract, please provide fringe breakdown for each employee and attach copy of Union contract.

__ (c) ARE PAID IN CASH, each laborer or mechanic listed in the above-referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract.

Section 13-1D-1 to Section 13-1D-8, NMSA 1978 provides for employers to agree to make contributions to approved apprentice & training programs in New Mexico in which the employer is a participant to the public works apprentice and training fund administered by the Public Works Bureau of the Labor & Industrial Division of the New Mexico State Department of Labor. Contributions shall be made in the same manner and in the same amount as apprentice and training contributions required pursuant to wage rate determinations made by the Labor & Industrial Division Director.

APPRENTICESHIP CONTRIBUTIONS: (Please check applicable blank)

__ Check paid to: NM Public Works Apprenticeship & Training Fund - Public Works Bureau, Labor & Industrial Div.

__ Check paid to: _____
(Name & address of approved Apprenticeship & Training Program) (Program No.)

Print Name of Certifying Official: _____ Signature of Certifying Official: _____ Title & Phone No.: _____ Date: _____

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

Subcontractor Listing

NOTE: A subcontractor that submits a bid valued at more than sixty thousand dollars (\$60,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978 shall be registered with the State of New Mexico, Department of Workforce Solutions, Labor Relations, Public Works Bureau.

1.	
TRADE	Manufacturing
NAME	TNE Signage
ADDRESS	9841 Chartwell Dr, Dallas, TX 75243
TELEPHONE#	214-686-6271
LICENSE #	
NM DEPT. OF LABOR REGISTRATION	yes
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
2.	
TRADE	GC
NAME	ASAP Roofing and Construction
ADDRESS	4 Corte Gracia, Santa Fe, NM 87507
TELEPHONE#	505 795-9160
LICENSE #	397598
NM DEPT. OF LABOR REGISTRATION	yes
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
3.	
TRADE	
NAME	
ADDRESS	
TELEPHONE#	
LICENSE #	
NM DEPT. OF LABOR REGISTRATION	
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
4.	
TRADE	
NAME	
ADDRESS	
TELEPHONE#	
LICENSE #	
NM DEPT. OF LABOR REGISTRATION	
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	
5.	
TRADE	
NAME	
ADDRESS	
TELEPHONE#	
LICENSE #	
NM DEPT. OF LABOR REGISTRATION	
SUBCONTRACTOR SIGNATURE – TO BE OBTAINED AFTER AWARD OF CONTRACT	

*Add additional pages as required for your bid.

10-15-25 09:18:19 7554450 RHONDA RENEE HEADLEY 3843

RHONDA HEADLEY
CHECK NUMBER: 474453541 CHECK AMOUNT: 5883.20

NON NEGOTIABLE

City of Santa Fe
Permanent Signage, Midtown
5% Bid Bond

DETACH THIS PORTION BEFORE DEPOSITING

3070

THIS DOCUMENT HAS A TRUE WATERMARK. THE FRONT OF THE DOCUMENT HAS A MICRO PRINT SIGNATURE. LINE AND IRIDGRAM ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

NUSENDA
CREDIT UNION
P.O. Box 8530
Albuquerque, NM 87198
(505) 889-7755



OFFICIAL CHECK

CHECK NO: 474453541

DATE: 10-15-25

AMOUNT
***\$5,883.20

REF PAY THE SUM OF
RHONDA HEADLEY
FIVE THOUSAND EIGHT HUNDRED EIGHTY-THREE AND .20 DOLLARS

PAY TO THE ORDER OF
City of Santa Fe
Permanent Signage, Midtown
5% Bid Bond

NUSENDA CREDIT UNION

Michele Saul
AUTHORIZED SIGNATURE

PAYABLE THROUGH BOKF, EUFAULA, OK

49-55
1031



⑈47445354⑈ ⑆0310055⑆ ⑆0140010058903⑈





URGENT-CM-120- Rustic Nomad

Final Audit Report

2026-03-17

Created:	2026-03-17
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAATv9Ww74pXoM57NkoPChvv7XRbmplgNdr

"URGENT-CM-120- Rustic Nomad" History

-  Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-03-17 - 3:02:58 PM GMT- IP address: 63.232.20.2
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2026-03-17 - 3:05:12 PM GMT
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Form filling Date: 2026-03-17 - 3:10:35 PM GMT - Time Source: server- IP address: 63.232.20.2
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Signature: *Erika Quintana*

Email: efquintana@santafenm.gov