CITY OF SANTA FE

# The Purchasing Memo

**Date: May 13, 2026**

**To:** Governing Body

**From:** Erica Renaud, Sustainability Supervisor, Conservation & Sustainability Division (CSD) ER

**Via:** Jesse Roach, Interim Public Utilities Director JR
Christine Chavez, Conservation & Sustainability Director CyC

**Subject:** Homewise Community Energy Efficiency Development (CEED) Contract

**Vendor Name:** Homewise, Inc.

**Munis Vendor Number:** 2481

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## ITEM AND ISSUE:

The Conservation & Sustainability Division in Public Utilities respectfully requests your review and approval of professional services established using Santa Fe County's contract with Homewise and a Budget Adjustment Resolution (BAR) in the total amount of $1,254,170.00 to administer their Community Energy Efficiency Development (CEED) grant. The City of Santa Fe's contract with Homewise will not exceed $1,254,170 inclusive of NM GRT for administering the CEED program for a term duration of 05/26 to 12/27. Contract amount thresholds for both the Santa Fe County and the City of Santa Fe were established based on the amounts awarded by the New Mexico Energy, Minerals and Natural Resources Department's Energy Conservation and Management Division (ECAM) CEED grant.

## CONTRACT NUMBER:

The FY25-26 Munis contract number is 3260406.

## BACKGROUND AND SUMMARY:

The Community Energy Efficiency Development (CEED) grant, funded through the New Mexico Energy, Minerals and Natural Resources Department's Energy Conservation and Management Division (ECAM), enables the City of Santa Fe's Conservation & Sustainability Division to deliver comprehensive energy efficiency and electrification upgrades to income-qualified households in Census Tracts 12.02, 12.03, and 12.05 by reducing energy burden, improving housing quality, and advancing the City's carbon neutrality goals. The City has selected Homewise to administer the grant due to its proven track record as a trusted, community-based organization with extensive experience in home repair, energy efficiency, and affordable housing services. Through its Energywise program, Homewise brings established contractor networks, program delivery infrastructure, and demonstrated success managing similar funding, including large-scale home improvement and energy initiatives for low-income residents. This partnership allows the City to efficiently implement CEED by leveraging Homewise's expertise and capacity, while also integrating additional resources such as community solar and state and federal rebate programs to maximize impact for participating households. The grant is fully funded by the State of New Mexico and requires no City matching funds.

**PRIOR APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

**Fund Name/Number:** RESCONSV / 230

**Munis Org Name/Number:** Clean Energy/2300331

**Munis Object Name/Number:** Grants & Services/510400

**Budget Officer / Designee:** Andy Hopkins **Date:** 05/27/2026

**Budget Officer Comment/Exceptions:** _____

**PROCUREMENT METHOD:**

This is an existing contract procurement method NMSA 1978, Section 13-1-129 applies. See Attachment F.

**Chief Procurement Officer (CPO)/Designee:** _____ **Date:** 06/04/2026

AP
AP (May 27, 2026 13:21:59 MDT)

**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:** New Mexico Energy, Minerals and Natural Resources Department's Energy Conservation and Management Division (ECAM)

**Approval:** ERIKA LUJAN
ERIKA LUJAN (May 27, 2026 14:59:56 MDT) **Title:** Grants Manager **Date:** 05/27/2026

**Comment/Exceptions:** _____

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

**Project Ledger Number:** Project ID: ESD2623000; Grant ID: S2637

**Approval:** Erika Luhan **Title:** Grants Manager **Date:** 12/08/2025

**Comment/Exceptions:**

Contract Administrator for the Public Utilities Division: Amanda Britt apbritt@santafenm.gov

**ATTACHMENTS:**

1. Certificate of Insurance (CoI) Homewise
2. City of Santa Fe Professional Services Contract: Homewise CEED Contract
3. Budget Adjustment Resolution (BAR)
4. Project Ledger: Project ID: ESD2623000; Grant ID: S2637
5. State of New Mexico Governmental Services Agreement Between the State of New Mexico, Energy, Minerals and Natural Resources Department and City of Santa Fe: SHARE No.26-521-0220 (with Notice to Proceed Letter, Ordinance and signed GSA)
6. County of Santa Fe Professional Services Contract: Homewise CEED Contract

HOMEINC-05 JBLAND

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/24/2026

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

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

| | |
|---|---|
| PRODUCER License # 0757776<br>HUB International Insurance Services (SOW)<br>2905 Rodeo Park Drive East<br>Building 6, Suite 100<br>Santa Fe, NM 87505 | CONTACT NAME:<br>PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427<br>E-MAIL ADDRESS: julia.bland@hubinternational.com |
| INSURED<br>Homewise Inc<br>1301 Siler Rd Building D<br>Santa Fe, NM 87507 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Central Mutual Insurance Company — 20230<br>INSURER B : New Mexico Premier Insurance Company — 13675<br>INSURER C : Evanston Insurance Company — 35378<br>INSURER D :<br>INSURER E :<br>INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | X | | CLP8361218 | 5/23/2025 | 5/23/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | CLP8361218 | 5/23/2025 | 5/23/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED [X] RETENTION $ 0 | | | CXS9657964 | 5/23/2025 | 5/23/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$ 2,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | 5950133 | 12/3/2025 | 12/3/2026 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | FF Excess Liability | | | MKLV7EUE101949 | 5/23/2025 | 5/23/2026 | Each Occurrence | 3,000,000 |
| C | FF Excess Liability | | | MKLV7EUE101949 | 5/23/2025 | 5/23/2026 | Aggregate | 3,000,000 |

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

*ADD'L COVERAGE: Employee Dishonesty - Policy #CLP8361218 - Limit: $250,000/Deductible: $2,500

**PROFESSIONAL LIABILITY COVERAGE - Policy #MPL001192-1025 - Eff: 10/23/2025 - 10/23/2026 - Underwriter's at Lloyd's London - $1,000,000 Each Claim Limit; $1,000,000 All Claims Aggregate - Deductible: $10,000 Each Claim

***DIRECTORS & OFFICERS LIABILITY COVERAGE: Policy #DOL3664426 - Eff: 10/1/2025 - 10/1/2026 - Great American Insurance Company - $5,000,000 Each Claim Limit; $5,000,000 All Claims Aggregate

SEE ATTACHED ACORD 101

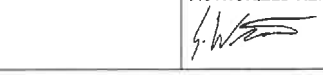
**CERTIFICATE HOLDER**

City of Santa Fe
201 W. March St.
Santa Fe, NM 87501

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE





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AGENCY CUSTOMER ID: HOMEINC-05 JBLAND

LOC #: 1

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | License # 0757776 | NAMED INSURED |
|---|---|---|
| HUB International Insurance Services (SOW) | | Homewise Inc<br>1301 Siler Rd Building D<br>Santa Fe, NM 87507 |
| POLICY NUMBER | | |
| SEE PAGE 1 | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: SEE PAGE 1 |
| SEE PAGE 1 | SEE P 1 | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**
******OUT-OF-STATE WORKER'S COMPENSATION - Policy #WC563923804 - Eff: 12/3/2025 - 12/3/2026 - American Guarantee & Liability Insurance Company - $1,000,000 E.L. Each Accident; $1,000,000 E.L. Disease - Each Employee; $1,000,000 E.L Disease - Policy Limit**

*******CYBER LIABILITY - Policy #C4MQ8236992CYBER2025 - Eff: 10/4/2025 - 10/4/2026 - Arch Specialty Insurance Company - $2,000,000 Each Claim Limit; $2,000,000 Aggregate Limit**

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**Where required by written contract or agreement, the City of Santa Fe is included as additional insured with respect to general liability.**



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

# HOME BUILDERS PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement amends the policy by adding the following; please read each section carefully.

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS
ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS
ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS
ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS
AGGREGATE LIMITS OF INSURANCE
EMPLOYEE BENEFITS LIABILITY COVERAGE
FIRE, SPRINKLER LEAKAGE OR EXPLOSION
HOME BUILDERS AMENDMENTS
INCLUDE DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES
LIMITED FUNGI OR BACTERIA, SILICA OR SILICA-RELATED DUST AND EXTERIOR INSULATION AND FINISH SYSTEMS
NEWLY FORMED OR ACQUIRED ORGANIZATIONS
NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY
NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION
POLLUTION COVERAGE FOR UPSET OF MOBILE EQUIPMENT
REASONABLE FORCE EXPANSION - PROPERTY DAMAGE
SUPPLEMENTARY PAYMENTS - HIGHER LIMITS
VOLUNTARY PROPERTY DAMAGE
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
ADDITIONAL COMMERCIAL GENERAL LIABILITY CONDITIONS
LOST KEY COVERAGE

**A. Additional Insured - Owners, Lessees, or Contractors - Automatic Status (not applicable to Employee Benefits Liability Coverage)**

1. Section **II** - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under the contract or agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
   **a.** Your acts or omissions; or
   **b.** The acts or omissions of those acting on your behalf;

   in the performance of your ongoing operations for the additional insured.

   Except as provided for in the exception to **2.b.** below, a person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

   However, the insurance afforded to such additional insured described above:
   **a.** only applies to the extent permitted by law; and
   **b.** will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

   This insurance does not apply to:

   **a.** "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

**b.** "Bodily injury" or "property damage" occurring after:

1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, exclusion **b.** does not apply when in conflict with the requirements of a written contract or agreement.

**3.** The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**B. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)**

**1.** Section **II** - Who Is An Insured is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

**a.** Any "occurrence" which takes place after you cease to be a tenant in that premises.

**b.** Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

However, the insurance afforded to such additional insured described above:

**a.** only applies to the extent permitted by law; and

**b.** will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**2.** The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**C. Additional Insured – Lessor of Leased Equipment – Automatic Status (not applicable to Employee Benefits Liability Coverage)**

**1.** Section **II** – Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such a person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured described above:

**a.** only applies to the extent permitted by law; and

**b.** will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**D. Additional Insured - Vendors - Automatic Status (not applicable to Employee Benefits Liability Coverage)**

1. Section **II** - Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the regular course of the vendor's business.

   However, the insurance afforded to such additional insured described above:

   **a.** only applies to the extent permitted by law; and
   **b.** will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
   **a.** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
   **b.** An express warranty unauthorized by you;
   **c.** Any physical or chemical change in the product made intentionally by the vendor;
   **d.** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
   **e.** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
   **f.** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
   **g.** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
   **h.** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
      **1)** The exceptions contained in Sub-paragraphs **d.** or **f.**; or
      **2)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
3. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
4. The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**E. Aggregate Limits Of Insurance (not applicable to Employee Benefits Liability Coverage)**

The General Aggregate Limit under SECTION III - LIMITS OF INSURANCE, Paragraph **2.** applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

"Location" and/or "project" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**F. Employee Benefits Liability Coverage**

The following is added to SECTION I - COVERAGES:

EMPLOYEE BENEFITS LIABILITY COVERAGE

**1. Insuring Agreement**

**a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

**1)** The amount we will pay for damages is limited as described in SECTION **III** LIMITS OF INSURANCE for Employee Benefits Liability Coverage and

**2)** Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

**b.** This insurance applies to damages only if:

**1)** The act, error or omission is negligently committed in the "administration" of your "employee benefit program";

**2)** The act, error or omission is caused by an "occurrence" that takes place in the "coverage territory"; and

**3)** The act, error or omission occurs during the policy period.

**2. Exclusions**

This insurance does not apply to:

**a. Dishonesty, Fraud Or Criminal Act**

Damages arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured, including the willful or reckless violation of any statute.

**b. Bodily Injury, Property Damage, Or Personal And Advertising Injury**

"Bodily injury," "property damage" or "personal and advertising injury."

**c. Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

**d. Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."

**e. Inadequacy Of Performance Of Investment/Advice Given To Participate**

Any "claim" or "suit" based upon:

**1)** Failure of any investment to perform;

**2)** Errors in providing information on past performance of investment vehicles; or

**3)** Advice given to any person to participate or not to participate in any plan included in the "employee benefit program."

**f. Workers Compensation And Similar Laws**

Damages arising out of any "claim" related to any workers compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

**g. ERISA**

Damages for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or any similar federal, state or local laws.

**h. Available Benefits**

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

**i. Taxes, Fines Or Penalties**

**1)** Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or

**2)** Loss or damages arising out of the imposition of such taxes, fines or penalties.

**j. Employment-Related Practices**

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

**3. Supplementary Payments - Coverages A and B**

For the purposes of the coverage provided by Employee Benefits Liability Coverage, the SUPPLEMENTARY PAYMENTS - COVERAGES **A** AND **B** apply except for Paragraphs **1.b.** and **2.**

**SECTION II - WHO IS AN INSURED**, Paragraphs **2.** and **3.** are replaced by the following for Employee Benefits Liability Coverage:

**2.** Each of the following is also an insured:

**a.** Each of your "employees" who is or was authorized to administer your "employee benefit program."

**b.** Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

**c.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

**3.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, 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 until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**b.** Coverage under this provision does not apply to any act, error or omission that occurred before you acquired or formed the organization.

**SECTION III - LIMITS OF INSURANCE** is replaced by the following for the Employee Benefits Liability Coverage:

**1)** The Limits of Insurance shown below and the rules below fix the most we will pay regardless of the number of:

**a)** Insureds;

**b)** "Claims" made or "suits" brought;

**c)** Persons or organizations making "claims" or bringing "suits";

**d)** Acts, error or omissions which result in loss; or

**e)** Benefits included in your "employee benefit program."

**2)** **$2,000,000** is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."

**3)** Subject to the above Limit, **$1,000,000** is the most we will pay for all damages sustained by any one "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

a) An act, error or omission; or

b) A series of acts, errors or omissions

negligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

**4. Deductible**

**a.** Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of **$1,000.** The limits of insurance shall not be reduced by the amount of this deductible.

**b.** The deductible amount applies to all damages sustained by any one "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

**c.** The terms of this insurance, including those with respect to:

**1)** Our right and duty to defend any "suits" seeking those damages; and

**2)** Your duties, and the duties of any other involved insured, in the event of an act, error or omission, "claim" or "suit" apply irrespective of the application of the deductible amount.

**d.** We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

**SECTION IV - CONDITIONS,** Paragraphs **2.** and **4.** are replaced by the following for the Employee Benefits Liability Coverage:

**2. Duties In The Event Of An Act, Error Or Omission, "Claim" Or "Suit"**

**a.** You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:

**1)** What the act, error or omission was and when it occurred; and

**2)** The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

**b.** If a "claim" is made or "suit" is brought against any insured, you must:

**1)** Immediately record the specifics of the "claims" or "suit" and the date received; and

**2)** Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

**c.** You and any other involved insured must:

**1)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

**2)** Authorize us to obtain records and other information;

**3)** Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

**4)** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

**d.** No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

**b. Excess Insurance**

Any other primary insurance available to you covering acts, errors or omissions for which you have been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

**1)** The total amount that all such other insurance would pay for the loss in absence of this insurance; and

**2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

**SECTION V - DEFINITIONS** is amended by adding the following definitions for Employee Benefits Liability Coverage:

**1.** "Administration" means:

**a.** Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

**b.** Handling records in connection with the "employee benefit program"; or

**c.** Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.

**2.** "Cafeteria plans" means plans authorized by the applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

**3.** "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

**4.** "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise.

**a.** Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

**b.** Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible for such benefits;

**c.** Unemployment insurance, social security benefits, workers compensation and disability benefits;

**d.** Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

**SECTION V - DEFINITIONS** - the definition of "employee" and "suit" is replaced for Employee Benefits Liability Coverage by the following:

"Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

"Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

**a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

**b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**G. Fire, Sprinkler Leakage Or Explosion**

**1.** The word "fire" is changed to "fire, sprinkler leakage or explosion" where it appears in:

**a.** The Limits of Insurance section of the Declaration:

**b.** Paragraph **6.** of SECTION III - LIMITS OF INSURANCE; and

**c.** Paragraph **4.b.** of the OTHER INSURANCE condition;

**2.** Section **9.a**. under SECTION V. - DEFINITIONS is amended to read: a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an insured contract.

**3.** The last paragraph of SECTION I - COVERAGE A (after the exclusions) is replaced by the following: Exclusions **c.** through **n.** do not apply to damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused by the same event. Whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

**4.** The Damage to Premises Rented To You Limit in Paragraph **6.** of SECTION III - LIMITS OF INSURANCE, is replaced by a new Fire, Sprinkler Leakage or Explosion Limit, which will be subject to all of the terms of SECTION III - LIMITS OF INSURANCE. The new Fire, Sprinkler Leakage or Explosion Limit is **$300,000** unless a higher limit is shown on the Declarations or Change Endorsement.

**H. Home Builders Amendments**

SECTION I - COVERAGES, Coverage A, Exclusion **j.** Damage to Property, is replaced with the following:

"Property damage" to:

**1)** Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

**2)** Premises you give away or abandon, if the "property damage" arises out of any part of those premises;

**3)** Property loaned to you;

**4)** Personal property in the care, custody or control of the insured;

**5)** That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

**6)** Property that you rent or hold for rental which must be restored, repaired, or replaced because of "your work".

Paragraph **(1)** of this exclusion does not apply to property you rent or occupy if that property is "your work" and not owned by you.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to You as described in SECTION III - LIMITS OF INSURANCE.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

SECTION I - COVERAGES, Coverage A, Exclusion **I.** Damage to Your Work, is replaced with the following:

**1.** Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

This exclusion only applies to that particular part of "your work" that causes the "property damage."

**I. Include Directors Or Trustees On Committees As Employees (not applicable to Employee BenefitsLiability Coverage)**

SECTION V - DEFINITIONS is amended by the addition of the following to definition **5.**:

"Employee" also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

**J. Limited Fungi Or Bacteria, Silica Or Silica-Related Dust And Exterior Insulation And Finish Systems Coverage:**

**1.** Coverage provided by this insurance for "bodily injury" or "property damage," arising out of a "fungi" or bacteria, "silica" or "silica-related dust" or an "exterior insulation and finish system" incident, is subject to a **$100,000** Aggregate Limit as described in Paragraph 2. of this section. This provision 1. does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

**2.** The following are added to SECTION III - LIMITS OF INSURANCE:

**A.** Subject to Paragraphs **2.** and **3.** of SECTION III - LIMITS OF INSURANCE, as applicable, the Fungi or Bacteria, Silica or Silica-Related Dust, and Exterior Insulation and Finish Systems Liability Aggregate Limit is the most we will pay under Coverage A for all "bodily injury" or "property damage" and Coverage **C.** for Medical Payments arising out of one or more "fungi" or bacteria, "silica" or "silica-related dust" or "exterior insulation and finish system" incidents. This provision **B.1.** does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

**B.** Paragraph **5.**, the Each Occurrence Limit, Paragraph **6.**, the Damage To Premises Rented To You Limit, and Paragraph **7.**, the Medical Expense Limit, of SECTION III - LIMITS OF INSURANCE continue to apply to "bodily injury" or "property damage" arising out of a "fungi" or bacteria, "silica" or "silica-related dust" or an "exterior insulation and finish system incident" but only if, and to the extent that, limits are available under the Fungi or Bacteria, Silica or Silica-Related Dust and Exterior Insulation and Finish Systems Liability Aggregate Limit.

**3.** The following exclusion is added to Paragraph **2.**, Exclusions of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:

**2. Exclusions**

This insurance does not apply to:

**a.** "Personal and Advertising Injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust."

**b.** "Personal and Advertising Injury" arising out of a "fungi or bacteria incident."

**c.** "Personal and Advertising Injury" arising out of, caused by, or attributed to, whether in whole or in part, the following:

1) The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or

2) "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system," or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.

**d.** Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "fungi" or bacteria, "silica" or "silica-related dust," or "exterior insulation and finish system" by any insured or by any other person or entity.

**4.** The following definitions are added to the Definitions Section:

**a.** "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

1) A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;

2) The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;

3) A reinforced or unreinforced base coat;

4) A finish coat providing surface texture to which color may be added; and

5) Any flashing, caulking or sealant used with the system for any purpose.

**b.** "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

**c.** "Fungi or bacteria incident" means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

**d.** "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

**e.** "Silica-related dust" means a mixture or combination of silica and other dust or particles.

**K. Newly Formed Or Acquired Organizations (not applicable to Employee Benefits Liability Coverage)**

**SECTION II - WHO IS AN INSURED** is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

**1.** Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.

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

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

**L. Non-Owned Watercraft And Non-Owned Aircraft Liability**

SECTION I - COVERAGE A, exclusion **2.g**. is replaced by the following:

**g.** "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

1) A watercraft while ashore on premises you own or rent;

2) A watercraft you do not own that is:

   a) Less than 60 feet long; and

   b) Not being used to carry persons or property for a charge;

3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

5) "Bodily injury" or "property damage" arising out of:

   a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

   b) The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of the definition of "mobile equipment."

6) An aircraft you do not own provided it is not operated by any insured.

**M. Notice Of Occurrence, Knowledge Of Occurrence, Unintentional Omission**

The following is added to SECTION IV. - COMMERCIAL GENERAL LIABILITY, CONDITION 2, DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:

**e.** Notice of Accident/Occurrence

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

**f.** Unintentional Errors and Omissions

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

**g.** Knowledge of Accident/Occurrence

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

**N. Pollution Coverage For Upset Of Mobile Equipment**

The Insuring Agreement for "property damage" liability with respect to your operations is extended as follows:

1. We will pay those sums which you become legally obligated to pay for "property damage" caused directly by immediate, abrupt and accidental upset, overturn or collision of your "mobile equipment" while transporting "pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.

2. **EXCLUSIONS**

**a.** With regard only to the coverage provided by this extension L., SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, **2.** Exclusions, **f.** is deleted and replaced by the following for this extension only:

**f.** Pollution

Any loss, cost or expense arising out of any:

1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

3) Premises, site or location which is or was at any time owned, rented or loaned to any insured.

**O. Reasonable Force Expansion - Property Damage**

Exclusion **2.a**. of SECTION I - Coverage A is replaced with the following:

**a.** Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**P. Supplementary Payments - Higher Limits**

Under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

Paragraph **1.b.** is replaced by the following:

Up to **$2,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to **$400** a day because of time off from work.

**Q. Voluntary Property Damage**

1. We will pay, at your request, for loss due to "Property Damage" to property of others caused by you, or while in your possession, arising out of your business operations.
2. "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.
3. Limits of Insurance - The most we will pay for "loss" under the Voluntary Property Damage is **$2,500** for each "occurrence." The most we will pay for the sum of all damages because of "Property Damage" is an annual policy aggregate limit of **$25,000.**
4. Deductible - We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds **$250.**

   We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
5. The insurance under the Voluntary Property Damage shall not apply:
   - **a.** To "loss" of property at premises owned, rented, leased, operated, or used by you;
   - **b.** To "loss" of property while in transit;
   - **c.** To "loss" of property owned by, rented to, leased to, borrowed by or used by you;
   - **d.** To the cost of repairing or replacing (1) any work defectively or incorrectly done, (2) any product manufactured, sold or supplied by you, unless the "Property Damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking;
   - **e.** To "loss" of property included within the "Products/Completed Operations Hazard";
   - **f.** To "loss" of property which is an "auto" or "mobile equipment."
   - **g.** To "loss" of property caused by "pollutants."
6. In the event of "loss" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

**R. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION **IV** CONDITION **8.**, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we

make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

**S. Additional Commercial General Liability Conditions**

**1. Other Insurance**

The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item **4.** OTHER INSURANCE:

When this Home Builders Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:

**a.** There shall be no duplication of the Limits of Insurance.

**b.** Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the Home Builders Plus endorsement.

**2. Liberalization**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by addinng LIBERALIZATION

If we adopt a change in our Commercial General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Endorsement. It will apply when the change becomes effective in your state.

**T. Lost Key Coverage**

**1.** SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Exclusion **2.j.4)** Personal property in the care, custody or control of the insured is amended to add:

However, coverage for property of others in the care, custody or control of the insured is provided forthe loss of keys which are in the possession of the insured or his "employees" subject to the following additional provisions:

**a.** The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his employees or agents;

**b.** Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

**2.** SECTION II - WHO IS AN INSURED

The following is added to item **2.a.2)b):**

However, coverage is provided for the loss of keys which are in the possession of the insured or his "employees," subject to the following additional provisions:

**a.** The insurance afforded with respect to Lost Key Coverage shall not apply to "property damage" caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his "employees" or agents;

**b.** Our liability for all damages because of "property damage" to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

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

# DESIGNATED ENTITY – NOTICE OF CANCELLATION OR NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

**SCHEDULE ***

**Person or Organization and Address**

| | |
|---|---|
| City of Santa Fe<br>201 W. March St.<br>Santa Fe, NM 87501 | 30 |

*** (If no entry appears above, information required to complete this endorsement will be shown in the Declarations or Change Endorsement as applicable to this endorsement.)**

1. If we cancel this policy, we will mail notice of cancellation to the person or organization shown in the Schedule, Declarations or Change Endorsement. Notice will be sent to the address shown in the Schedule, Declarations or Change Endorsement. Except for non-payment of premium, notice will be sent at least 30 days before the effective date of cancellation. If the policy is cancelled for non-payment of premium, notice will be sent at least 10 days before the effective date of cancellation.

2. If we decide not to renew this policy, we will mail notice of nonrenewal to the person or organization shown in the Schedule, Declarations or Change Endorsement. Notice will be sent to the address shown in the Schedule, Declarations or Change Endorsement. Notice will be sent at least 30 days before the effective date of nonrenewal.

3. Failure to send notice of cancellation or nonrenewal, or failure to allow the number of days notice stated above, shall impose no obligation or liability of any kind upon us, our agents or representatives.

SIGNED BAR ATTACHED AT THE BOTTOM

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Public Utilities: Environmental Services | 5/11/2026 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Grants and Services | 2300331 | 510400 | ESD2623000 | 1,254,170 | |
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| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| NM Energy and Minerals Department Revenue for ECAM | 2300331 | 490200 | ESD2623000 | | 1,254,170 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ 1,254,170 | $ 1,254,170 |

**JUSTIFICATION:** *(use additional page if needed)*
*--Attach supporting documentation/memo*
Increase of budget authority to liquidate grant funding for Energy Retrofit, Adminstration:ECAM Share No. 25-521-0300-0155, CEED Community Efficiency Development. Expires 12/31/2027

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

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| | |
| | |
| | |
| | |
| TOTAL: | 0 |

Erica Renaud
Erica Renaud | May 13, 2026 10:59:43 MDT
Prepared By *{print name}* Date

christine chavez
Division Director Signature *{optional}* Date

Department Director Signature Date

*{Use this form for Finance Committee/ City Council agenda items ONLY}*

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

*Agenda Item #:*

Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

# City of Santa Fe New Mexico

## *Finance Department*

## Project Ledger Request Form

Date of Request: November 26, 2025

Project Title: Community Energy Efficiency Development (CEED) Grant

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: ESD2623000

Grant ID: S2637

Approved By: ERIKA LUJAN (Dec 8, 2025 08:26:12 MST)

CT (Finance Use Only)

Department: Public Utilities - CSD Project Manager: Erica Renaud Ext: 4222

Project Date Range: 2025 to December 31, 2027 ☐ Create Fixed Asset

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☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: EMNRD - ECAM % of Funding: 100

MUNIS ORG: 2300331 MUNIS OBJ: 490200 Awarded Amount: $1,254,170.00

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

**Expense String Phase:**

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: Energy Retrofit, Administration MUNIS ORG: 2300331 MUNIS OBJ: 510400

**Grants Only (list all grants if applicable):**

Grantor Name: GSA NM EMNRD ECAM Share #25-521-0300-0155 Awarded Amount: $1,254,170.00

AR Charge Code: 2300331.490200 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700006 Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

***(If grants please provide all grant award documents with form)*** ☐ Attached Grant Documentation

**STATE OF NEW MEXICO**
Energy, Minerals and Natural Resources Department

**Michelle Lujan Grisham**
Governor

**Erin Taylor**
Acting Cabinet Secretary

**Rebecca 'Puck' Stair**, Director
Energy Conservation and Management Division

April 8, 2026

Erica Renaud
Conservation and Sustainability Division
City of Santa Fe
via email: enrenaud@santafenm.gov

**RE: Notice to Proceed on work related to Community Energy Efficiency Development Program project (SHARE No.26 521-0300-0233)**

Dear Erica,

Enclosed for your files is a fully-executed Governmental Services Agreement (GSA) for work on the Community Energy Efficiency Development (CEED) Program through the New Mexico Energy, Minerals and Natural Resources Department, Energy Conservation and Management (ECAM) Division.

Please feel free to contact me if you have any questions. We look forward to working with you on the successful completion of this project.

Sincerely,

Edward McIlvain
Program Manager – Green Buildings
Energy Conservation and Management Division
Energy, Minerals & Natural Resources Department
(505) 607-5311
Edward.mcilvain@emnrd.nm.gov

**SERVICE AGREEMENT**
**BETWEEN SANTA FE COUNTY AND**
**HOMEWISE, INC.**

This Agreement is entered into this 16th day of October 2025, between **Santa Fe County**, a political subdivision of the state of New Mexico (the "County"), and **Homewise, Inc.**, 1301 Siler Rd., Bldg. D, Santa Fe, NM 87507 (the "Administrator").

Background

**WHEREAS**, pursuant to NMSA 1978, Section 13-1-112, competitive, sealed proposals were solicited by a formal RFPs by No. 2025-0055-CDD/TJ to procure these services; and

**WHEREAS**, the County requires a community-based organization to administer the Santa Fe County Home Rehabilitation Energy Efficiency (HREE) and Community Energy Efficiency Development (CEED) programs to provide home rehabilitation and energy efficient improvements for low to moderate income County residents; and

**WHEREAS**, based upon the evaluation criteria in the RFP for selecting the most qualified offeror, the County has determined the Administrator as the most responsive and highly rated offeror; and

**WHEREAS**, the County requires the services of the Administrator, and the Administrator is qualified and willing to provide the services and both parties wish to enter into this Agreement.

**NOW, THEREFORE**, the parties agree as follows:

## 1. ADMINISTRATOR'S SERVICES

Attached are Santa Fe Resolution No. 2024-062 and Santa Fe County Ordinance No. 2025-01 (see Attachments A and B) for the Administrator's reference in performing the services under this Agreement and administering the CEED and HREE programs. The Administrator's Services are as follows:

A. Household Eligibility and Application Assessment

1) Utilize the Neighborly Software for processing applications and document collection. Evaluate applicants for completeness using basic household demographic information, supporting income documentation, and self-reported household conditions.

2) Deny applications that do not meet program criteria, request additional information for incomplete applications, and notify the County of all program-eligible applicants. Program criteria include:
    i. Area Median Income (AMI) cannot exceed 100% for any projects projected to draw down project funds.

ii. Property must be owned by applicant.
iii. Property must be applicant's primary residence; Administrator will refer landlords seeking to make upgrades drawing on CEED and/or HREE capital.
iv. Property must be located within the project region.
v. Administrator will not proceed with work on any project unless the applicant's property tax bill is current.

B. Participant Ranking and Prioritization

1) Rank eligible households that have been preapproved and referred by the County using a Vulnerability Index to determine the order of project deployment. The prioritization of applicants will be determined by utilizing a vulnerability index/point scale. Below is the point scale being used:

| Key: | Points: |
|---|---|
| AMI under 65% | 1 |
| Age 62 or over | 1 |
| Children in HH under 18 | 1 |
| More than two children under 18 | 1 |
| Disabled individuals | 1 |
| Health or safety issues that meet thresholds | 1 |

Should there be multiple applicants who receive the same number of points, priority will be established by AMI where the lowest AMI household gets the highest priority.

C. Coordination of Home Assessments and Energy Audits

1) Conduct home assessments/energy audits (referred to as Energywise Roadmaps) for all eligible applicants, to be completed by either Administrator Energy Coach or a third-party inspector. Where feasible, Administrator will encourage the inclusion of energy auditor trainees or apprentices through the New Mexico Home Energy Audit Train (NM HEAT) program in home assessment activities. The Energywise Roadmap notes the condition of the home and lists the energy-efficiency improvements needed to provide a reduction in housing costs though long-term decreases in utility expenses. Prior to conducting the home assessment, Administrator may inquire and/or verify the eligible applicant's homeowner's insurance status and refer those applicants who do not meet the requirements back to the County.

D. Development of Household Level Scopes of Work

1) Work with the homeowner to develop a scope of work that includes both proposed energy efficiencies measures identified in the Energywise Roadmap and associated funding sources (HREE, CEED, rebates, tax credits, etc.). Administrator will work with the homeowner to prioritize interventions that address long term livability, mitigate substandard living condition, connect to utilities, allow for equitable access to current occupants based on disability status, and/or provide a reduction in housing costs through longer-term decreases in utility expenses.

2) Identify and integrate all applicable Home Energy Rebates (HER) and Home Electrification Appliance Rebates (HEAR), as to make client aware of potential state and federal tax credit opportunities, and blend CEED and HREE capital to address as much of the scope of work as possible.

3) Identify the source of capital for each proposed activity to adhere to all CEED and HREE program requirements including approved activities and intervention specific funding caps as documented within GSA 25-521-0300-0140 (see Attachment C: Energy Conservation Measure Improvements).

4) Where the Energywise Roadmap indicates the presence of residential hazards like mold, asbestos, lead-based paint or ground water contaminants Administrator will notify the County. The Administrator's Services under this Agreement do not include hazard mitigation.

E. Subcontractor Solicitations, Reviews and Approval of Bids

1) For all projects Administrator will develop a list of qualified contractors approved by the County, preferably from the Statewide Price Agreement No. 30-00000-23-00070 (Attachment D). The Administrator will provide the list to the homeowner, who will solicit bids directly; Administrator will provide assistance with this process if the homeowner prefers. The contractors will submit bids based on the scope of work to the Administrator and homeowner indicating specific measures and associated costs. The Administrator will review bids with the homeowner to refine bids to meet funding and energy constraints in selecting a contractor. Administrator will provide the County with copies of all bids received. Finalizing the approved bid will include signatures from the Administrator, contractor and homeowner.

F. Project Funding

1) Provide the County with the final bid prior to the commencement of each project. Upon final approval, the County will provide Administrator with a loan packet for each homeowner, which much be signed before any work begins.

2) The County will hold the lien for each loan originated under this program. The County will record the mortgage and note for each project. The County is responsible for all post-funding compliance.

G. Administrator Coordination and Management of Contractors

1) During construction the Administrator will request and manage status updates from the contractors and notify the County of any issues or request change orders. Administrator will convey to the contractors the requirement in Section 10 below (Release), that any receipt of payment due to a contractor serves as a release of the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations arising from this Agreement.

2) Contractors will be required to maintain detailed project records and provide a quarterly report to the County, including without limitation the number of completed and in-process projects total CEED and HREE capital and demographics of households. Contractors will provide, as requested by the County, approved scopes of work and Energywise Roadmaps for specific households.

3) At completion, Administrator will conduct a final walkthrough, confirm all tasks outlined within the scope of work have been completed, and collect a certificate of completion signed by the client, contractor, and Administrator. Contractors will sign lien waivers upon receiving final payment. For CEED project following the completion of projection the Administrator will schedule and contract a second energy audit to validate project actions and efficiency improvements.

4) After Administrator has collected the Certificate of Completion, signed by both homeowner and contractor, Administrator will provide the certificate to the County. The County will issue payment directly to the contractor.

## 2. ADDITIONAL SERVICES

A. The parties agree that all tasks in Section 1 (Administrator's Services) will be completed to the County's satisfaction and for the amount stated in Section 3 (Compensation, Invoicing and Set-off).

B. The County may request changes in the Administrator's Services. Any changes to the Administrator's services must be made by written amendment.

C. The County may require Administrator to expand its services to include other departments and divisions of Santa Fe County.

## 3. COMPENSATION, INVOICING AND SET-OFF

A. The County shall pay the Administrator according to the following terms:

1) The total compensation payable to the Administrator for the term of this Agreement will not exceed **$424,500.00**, *exclusive* of NM GRT.

2) The amount is a maximum and not a guarantee that the services and work assigned to be performed by the Administrator under this Agreement shall equal the amount stated herein. The parties do not intend for the Administrator to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Administrator when the services provided under this Agreement reach the total compensation amount. In no event will the Administrator amount without this Agreement being amended in writing.

B. The Administrator must submit a written request for payment to the County when payment is due. Upon the County's receipt of the written request, the County will issue a written certification of complete or partial acceptance or rejection of the services for which payment is sought. The County will not make payment until the County issues a written certification accepting the services.

1) The County's representative for certification of acceptance or rejection of services is Denise Benavidez, Deputy Community Development Director, (505) 986-6264, e-mail debenavidez@santafecountynm.gov, or other individual as may be designated by the County.

2) Within 30 days of the issuance of the certification accepting the services, the County will make payment for the services. If the County does not issue payment for accepted services within 30 days

of the certification by the County, the County will pay a late payment fee of 1.5% per month until the amount due is paid in full.

C. If the Administrator breaches this Agreement, the County may, without penalty, withhold payments due the Administrator for the purpose of set-off until the County determines the exact amount of damages it suffered as a result of the breach.

D. The County's payment to Administrator will not foreclose the County's right to recover excessive or illegal payment.

## 4. EFFECTIVE DATE AND TERM

A. This Agreement will become effective on the date of last signature by the parties and will terminate one year from the date of last signature, unless earlier terminated under section 5 (Termination) or 6 (Appropriations and Authorizations). After the initial term the parties may agree to extend the term in one-year increments for a maximum of four years.

## 5. TERMINATION

A. Termination for Cause. Either party may terminate this Agreement based upon a breach by the other party. The non-breaching party must give the breaching party written notice of termination stating the specific grounds for the termination. The termination will be effective 30 days from the breaching party's receipt of the notice, during which time the breaching party may cure the breach. If the breach cannot with due diligence be cured within 30 days, the breaching party will have a reasonable time to cure the breach, provided that, within the 30-day period, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may terminate this Agreement at any time for any reason or no reason, by giving the Administrator written notice of termination. The notice must state the effective date of termination, which must not be less than 15 days from the Administrator's receipt of the notice. The County will pay the Administrator for acceptable services performed before the effective date of termination. The County will not be liable for any services performed by the Administrator after the date of termination.

## 6. APPROPRIATIONS AND AUTHORIZATIONS

The County's performance of the obligations under this Agreement is contingent upon sufficient appropriations and authorizations by the Board of County Commissioners of Santa Fe County, and if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and/ or authorizations are not made in this or future fiscal years, this Agreement must terminate upon written notice by the County to the Administrator. A termination for non-appropriations or lack of authority will be without penalty to the County, and the County will not be required to reimburse the Administrator for expenditures made in the performance of this Agreement. The County is not committed to the expenditure of any funds until such time as they are programmed,

budgeted, encumbered and approved for expenditure by the County. The County's decision regarding appropriations and authorization will be final and will not be subject to challenge by the Administrator in any way, or forum, including a lawsuit.

## 7. INDEPENDENT ADMINISTRATOR

The parties intend that the Administrator and its agents and employees will be independent Administrators and not employees or agents of the County. Accordingly, the Administrator and its agents and employees will not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to County employees. Except as may be authorized in this Agreement, the Administrator has no authority to bind, represent, or otherwise act on behalf of the County.

## 8. ASSIGNMENT AND SUBCONTRACTING BY THE ADMINISTRATOR

A. The Administrator must not assign or transfer any interest in this Agreement or assign any claims for money due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer in violation of this Agreement will be void.

B. The Administrator must not subcontract or delegate any portion of the services without the advance written approval of the County. Any attempted subcontract or delegation by the Administrator to a non-party in violation of this Agreement will be void.

## 9. ADMINISTRATOR'S PERSONNEL

A. The services in section 1 (Administrator's Services) must be performed by the Administrator or under its supervision.

B. The Administrator states that it has, or will secure at the Administrator's expense, all personnel required to perform the services and obligations under this Agreement. Such personnel must not be employees of or have any contractual relationship with the County, and must be qualified and licensed by federal, state and local law to perform the services.

## 10. RELEASE

The Administrator's receipt of payments due under this Agreement serves as a release of the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations arising from this Agreement. The contractors' receipt of any payments due under this Agreement also serves as a release of the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations arising from this Agreement.

## 11. CONFIDENTIALITY

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

## 12. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Administrator acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County will own any such copyright.

## 13. CONFLICT OF INTEREST

The Administrator states that it does not have any interest that would conflict in any manner with the performance of the services and obligations under this Agreement.

## 14. AMENDMENT

This Agreement may not be modified, altered, changed, or amended orally. To be valid any amendment to this Agreement must be in writing signed by the parties.

## 15. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements and understandings between the parties and all agreements and understandings are merged into this Agreement. No prior or contemporaneous agreements or understandings, verbal or otherwise, of the parties will be valid or enforceable unless embodied in this Agreement.

## 16. NOTICE OF PENALTIES

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

## 17. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Administrator agrees to abide by federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. The Administrator must not discriminate against any person with regard to employment with the

Administrator or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Administrator acknowledges that failure to comply with this section will constitute a breach of this Agreement.

## 18. GOVERNING LAW

A. The Administrator will comply with all applicable laws, ordinances, and regulations, including Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

B. This Agreement will be construed in accordance the laws of the State of New Mexico without regard to its choice of law rules. The Administrator acknowledges that the exclusive forum for any litigation related to this Agreement will be state district courts of New Mexico, located in Santa Fe County.

## 19. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Administrator agrees to (i) maintain such books and records for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Administrator also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

## 20. INDEMNIFICATION

A. The Administrator shall indemnify the County and its elected officials, agents, and employees from any liabilities, damages, demands, suits, costs or expenses, including court costs and legal fees, resulting from the Administrator's performance or non-performance of its obligations under this Agreement.

B. The County may control and participate in the defense of any demand, suit, or cause of action that relate to the County. No matter will be settled without the County's consent. Consent must not be unreasonably withheld.

C. The Administrator's obligations under this indemnification section will not be limited by the terms of the insurance policy the Administrator is required to maintain under this Agreement.

## 21. SEVERABILITY

If any provision of this Agreement is held invalid or non-enforceable by a court of competent jurisdiction, other provisions will not be affected and will remain valid and enforceable.

## 22. NOTICE

Notice required to be given to either party must be in writing and delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, to:

The County: Santa Fe County Community Development Department
Attn: Denise Benavidez, Deputy Community Development Director
240 Grant Avenue
Santa Fe, New Mexico 87501-2061

The Administrator: Homewise, Inc.
Attn: Johanna Gilligan, Chief External Affairs Officer
1301 Siler Rd, Bldg D
Santa Fe, New Mexico 87507

## 23. ADMINISTRATOR REPRESENTATIONS

The Administrator represents that:

A. This Agreement is duly authorized by the Administrator, the person signing this Agreement has authority to do so, and, once signed by the Administrator, this Agreement will constitute a binding obligation of the Administrator.

B. The terms of this Agreement do not conflict with Administrator's corporate agreement or any statement that may be filed with the New Mexico Secretary of State.

C. The Administrator is legally registered and is properly licensed by the State of New Mexico to provide the services and will maintain such registration and licensure for the term of this Agreement.

## 24. FAX OR ELECTRONIC SIGNATURE

A fax or electronic signature will have the same force and effect as an original signature.

## 25. NO THIRD PARTY BENEFICIARIES

The parties do not intend by this Agreement to create any rights in any non-parties.

## 26. ADMINISTRATOR'S INSURANCE

A. General. The Administrator must submit evidence of insurance as is required in this section. The Contactor's policies of insurance must be written by a company authorized to provide insurance in the state of New Mexico.

B. Liability Insurance, Including Automobile. The Administrator must maintain a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than $1,050,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance will include coverage for all services for work performed for the County by the Administrator; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County must be named additional insured on the Administrator's policy.

C. Workers' Compensation Insurance. Administrator will comply with the provisions of the Workers' Compensation Act.

D. Errors and Omissions. Administrator must procure and maintain during the term of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than $1,500,000.00 per claim, $2,500,000.00 per aggregate.

E. Increased Limits. If the Legislature of the State of New Mexico increases the maximum limits of liability under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, as amended, the Administrator must increase the maximum limits of any insurance required under this Agreement.

F. Administrator may use a combination of its underlying insurance policies and its excess insurance policies to meet the insurance requirements described above.

## 27. PERMITS AND FEES

Administrator will procure all permits, licenses, and pay all fees associated with the performance of the services and the Administrator's obligations under this Agreement.

## 28. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement will modify or waive the sovereign immunity or limitation of liability enjoyed by County or its public employees at common law or under the New Mexico Tort Claims Act.

## 29. CAMPAIGN CONTRIBUTION DISCLOSURE

The Administrator must complete and submit simultaneous with signing this Agreement, the Santa Fe County Campaign Contribution Disclosure form.

## 30. SURVIVAL

The provisions of the following paragraphs will survive termination of this Agreement: Indemnification, Records and Inspection; Release; Confidentiality; and Choice of Law.

The parties execute this Agreement as of the date of last signature by the parties.

**SANTA FE COUNTY:**

Camilla Bustamante, Chair
Santa Fe County Board of County Commissioners

**ATTESTATION:**

Katharine E. Clark
Santa Fe County Clerk

8/18/2025
Date

Approved as to form:

Roberta D. Joe for W.B.
Walker Boyd
Santa Fe County Attorney

9/17/2025
Date

**ADMINISTRATOR – HOMEWISE, INC.**

Signature

9/18/25
Date

# CITY OF SANTA FE

# PROFESSIONAL SERVICES CONTRACT

## Homewise CEED Contract

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

**RECITALS**

**WHEREAS**, the Chief Procurement Officer of the City has made the determination that this Contract is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-129 ; and

**WHEREAS,** the City received an Conditional Award Acceptance from the State of New Mexico Energy Resources and Natural Resources Department (EMNRD), Energy Conservation and Management Division (ECAM) Community Energy Efficiency Development (CEED) program SHARE No. 25-521-0300-0155 on April 19, 2024 for its proposal "City of Santa Fe Low-Income Household Energy Efficiency & Electrification;" and

**WHEREAS,** the City requires a community-based organization to administer the Community Energy Efficiency Development (CEED) program to provide home rehabilitation and energy efficient improvements for low-income City residents; and

**WHEREAS**, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Contract; and

The City and the Contractor hereby agree as follows:

## 1. SCOPE OF WORK

Attached is City of Santa Fe Ordinance No. 2026-02 (see Attachment A) for the Contractor's reference in performing the services under this Agreement and administering the CEED program.

The Contractor's Services are as follows:

A. Household Eligibility and Application Assessment

a. Accept applications on behalf of the City of Santa Fe Low-Income Household Energy Efficiency & Electrification program. Evaluate applicants for completeness using basic household demographic information, supporting income documentation, self-reported household conditions, and document results.

b. Deny applications that do not meet program criteria, request additional information for incomplete applications. Program criteria include:

i. Area Median Income (AMI) cannot exceed 80% for any projects projected to draw down project funds.

ii. Property must be owned by applicant.

iii. Property must be applicant's primary residence.

iv. Property must carry adequate homeowners insurance.

v. Property must be located within the City of Santa Fe.

vi. Contractor will not proceed with work on any project unless property tax bill is current.

B. Participant Ranking and Prioritization

a. Rank eligible households that have been preapproved and referred by the City using a Vulnerability Index to determine the order of project deployment. The prioritization of applicants will be determined by utilizing the following Vulnerability Index point scale:

| Key: | Points: |
|---|---|
| AMI under 65% | 1 |
| Age 62 or over | 1 |
| Children in HH under 18 | 1 |
| More than two children under 18 | 1 |
| Disabled individuals | 1 |
| Health or safety issues that meet thresholds | 1 |

Should there be multiple applicants who receive the same number of points, priority will be established by AMI where the lowest AMI household gets the highest priority.

C. Coordination of Home Assessments and Energy Audits

a. Conduct home assessments/energy audits (referred to as Energywise Roadmaps) for all eligible applicants, to be completed by either Contractor Energy Coach or a third-party inspector. Where feasible, Contractor will encourage the inclusion of energy auditor trainees or apprentices through the New Mexico Home Energy Audit Train (NM HEAT) program in home assessment activities The Energywise Roadmap notes the condition of the home and lists the energy-efficiency improvements needed to provide a reduction in housing costs through long-term decreases in utility expenses. Prior to conducting the home assessment, Contractor may inquire and/or verify the eligible applicant's homeowner's insurance status and refer those applicants who do not meet their requirements back to the City.

D. Development of Household Level Scopes of Work

a. Contractor shall work with the homeowner to develop a scope of work that includes both proposed energy efficiencies measures identified in the Energywise Roadmap and associated funding sources (CEED, rebates, tax credits, etc.). Contractor will work with the homeowner to prioritize interventions that address long term livability, mitigate substandard living conditions, connect to utilities, allow for equitable access to current occupants based on disability status, and/or provide a reduction in housing costs through longer-term decreases in utility expenses.

b. Contractor will identify and integrate applicable Home Electrification Appliance Rebates (HEAR) as feasible and make clients aware of potential state and federal tax credit opportunities.

c. Contractor will identify the source of capital for each proposed activity to adhere to all CEED program requirements including approved activities and intervention specific funding caps as documented within GSA 25-521-0300-0140, see Attachment C: Energy Conservation Measure Improvements.

d. Where the Energywise Roadmap indicates the presence of residential hazards like mold, asbestos, lead-based paint or ground water contaminants Contractor will notify the City. Hazard Mitigation Services will not fall under the scope of this contract.

E. Subcontractor Solicitations, Reviews and Approval of Bids

F. For all projects Contractor will develop a list of qualified subcontractors approved by the City, preferably from the Statewide Price Agreement No. 30-00000-23-00070 (Attachment D). Contractor will solicit bids from at least three subcontractors for each project totaling more than $20,000. Solicitation and selection of subcontractors will be done by Contractor according to the City guidelines.

Subcontractors will submit bids based on the scope of work of the Contractor indicating specific measures and associated costs. Contractor will review and refine bids to meet funding and energy constraints in selecting a subcontractor. Contractor will provide the City with copies of all bids received. Finalizing the approved bid will include signatures from Contractor, homeowner, and subcontractor. Project Funding

a. Contractor will provide the City with the final bid prior to the commencement of each project. Upon final approval, the City will provide Contractor with a loan packet for each homeowner, which must be signed before work begins.

G. The City holds the lien for each loan originated under this program. The City will record the Mortgage and Note for each project. The City is responsible for all post-funding compliance. Contractor Coordination and Management of Subcontractors

c. During construction the Contractor will request and manage status updates from the subcontractors and notify the City of any issues or request change orders. Contractor will maintain detailed project records and provide quarterly reports to the City, including but not limited to the number of completed and in-process projects and total CEED capital. Contractor will provide, as requested by the City, approved scopes of work and Energywise Roadmaps for specific households. At completion, the Contractor will conduct a final walkthrough confirming all tasks outlined within the scope of work have been completed and collect a certificate of completion signed by the client, subcontractor, and Contractor. Contractors will sign lien waivers upon receiving final payment as appropriate for the specific program funding criteria. Following project completion, the Contractor will schedule and contract a second energy audit to validate project actions and efficiency improvements. After Contractor has collected the 'Certificate of Completion,' signed by the homeowner, subcontractor and Contractor, Contractor will provide the certificate to the City. The City will issue payment directly to the subcontractor.

## 1.1. ADDITIONAL SERVICES

A. The parties agree that all tasks in Section 1 (Contractor's Services) will be completed to the City's satisfaction and for the amount stated in Section 3 (Compensation, Invoicing and Set-off).

B. The City may request changes in the Contractor's Services. Any changes to the Contractor's services must be made by written amendment.

C. The City may require Contractor to expand its services to include other departments and divisions of the City of Santa Fe.

## 2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Homewise CEED Contract for the City, as set forth in this Contract. The Contractor represents that

Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

## 3. COMPENSATION, INVOICING AND SET-OFF

A. The City shall pay the Administrator according to the following terms:

1) The total compensation payable to the Administrator for the term of this Agreement will not exceed $1,254,170, *inclusive* of NM GRT.

2) The amount is a maximum and not a guarantee that the services and work to be performed by the Administrator under this Agreement shall equal the amount stated herein. The parties do not intend for the Administrator to continue to provide services without compensation when the total compensation amount is reached. The City will notify the Administrator when the services provided under this Agreement reach the total compensation amount. In no event will the Administrator amount change without this Agreement being amended in writing.

3) Administrator will invoice the City on a project basis. Professional services will be billed at a rate of 15% of total project amount.

B. The Administrator must submit a written request for payment to the City when payment is due. Upon the City's receipt of the written request, the City will issue a written certification of complete or partial acceptance or rejection of the services for which payment is sought. The City will not make a payment until the City issues a written certification accepting the services.

1) The City's representative for certification of acceptance or rejection of services is Erica Renaud, Sustainability Supervisor, (505) 467-9247, enrenaud@santafenm.gov, or other individual as may be designated by the City.

2) Within 45 days of the issuance of the certification accepting the services, the City will make payment for the services. If the City does not issue payment for accepted services within 45 days of the certification by the City, the City will pay a late payment fee of 1.5% per month until the amount due is paid in full.

C. If the Contractor breaches this Agreement, the City may, without penalty, withhold payments due the Contractor for the purpose of set-off until the City determines the exact amount of damages it suffered as a result of the breach.

D. The City's payment to Contractor will not foreclose the City's right to recover excessive or illegal payment.

## 4. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate December 31, 2027 unless terminated pursuant to paragraph Termination and paragraph Appropriations. A contract for professional services may not exceed four years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

## 5. TERMINATION

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

B. Notice; City Opportunity to Cure.

1. The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

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

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**.*

## 6. APPROPRIATIONS

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

## 7. STATUS OF CONTRACTOR

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

## 8. ASSIGNMENT

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

## 9. SUBCONTRACTING

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

## 10. RELEASE

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

## 11. CONFIDENTIALITY

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

## 12. PRODUCT OF SERVICE - COPYRIGHT

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

## 13. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

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

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

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

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

## 14. AMENDMENT

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

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

## 15. ENTIRE AGREEMENT

This Contract, 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 Contract, 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 Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

## 16. PENALTIES FOR VIOLATION OF LAW

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

## 17. MERGER

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

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

## 18. EQUAL OPPORTUNITY COMPLIANCE

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

## 19. APPLICABLE LAW

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

## 20. WORKERS' COMPENSATION

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

## 21. PROFESSIONAL LIABILITY INSURANCE

Contractor shall maintain professional liability insurance throughout the term of this Contract 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 Contract.

## 22. COMMERCIAL GENERAL LIABILITY

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

## 23. 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.

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.

## 24. RECORDS AND FINANCIAL AUDIT

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

## 25. INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, 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 Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

## 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. 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.

## 28. 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.

## 29. NOTICES

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

| | | |
|---|---|---|
| **To the City:**<br>Chief Procurement Officer<br>purchasing@santafenm.gov<br>PO Box 909<br>Santa Fe, NM 87504-0909 | Public Utilities<br>Conservation & Sustainability Division<br>Erica Renaud<br>Sustainability Supervisor<br>801 W San Mateo Rd<br>Santa Fe, NM 87505<br>enrenaud@santafenm.gov<br>(505) 677-6891 | **To the Contractor:**<br>Homewise, Inc.<br>Johanna Gilligan<br>Deputy CEO<br>1301 Siler Rd. Bldg D<br>Santa Fe, NM 87507<br>jgilligan@homewise.org<br>505-602-3010 |

## 30. AUTHORITY

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

## 31. 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's Chief Procurement Officer.

## 32. DEFAULT/BREACH

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

## 33. EQUITABLE REMEDIES

The Contractor acknowledges that its failure to comply with any provision of this Contract will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain

equitable relief pursuant to this Contract shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

## 34. 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 subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Contract.

[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:

06/12/2026

MICHAEL GARCIA, MAYOR

CONTRACTOR:

Johanna Gilligan

JOANNA GILLIGAN, DEPUTY CEO

DATE: Apr 21, 2026

ATTEST:

CITY OF SANTA FE ORGANIZED SEAL JULY 13, AD 1891 NEW MEXICO

GERALYN CARDENAS, CITY CLERK

GB MTG 06/10/2026

Approved to form and legal sufficiency by:

Marcos Martínez

Marcos Martínez (Apr 21, 2026 11:04:50 MDT)

MARCOS MARTÍNEZ, CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Jun 5, 2026 12:27:38 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

**Signature:** Erica Renaud
Erica Renaud (May 13, 2026 13:20:32 MDT)

**Email:** enrenaud@santafenm.gov

**Signature:** christine chavez

**Email:** cychavez@santafenm.gov

**Signature:**

**Email:** jdroach@santafenm.gov

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

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

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| Public Utilities: Environmental Services | 5/11/2026 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | *{enter as positive #}* | *{enter as negative #}* |
| Grants and Services | 2300331 | 510400 | ESD2623000 | 1,254,170 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| REVENUES | | | | *{enter as negative #}* | *{enter as positive #}* |
| NM Energy and Minerals Department Revenue for ECAM | 2300331 | 490200 | ESD2623000 | (1,254,170) | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ - | $ - |

**JUSTIFICATION:** *(use additional page if needed)*
*--Attach supporting documentation/memo*
Increase of budget authority to liquidate grant funding for Energy Retrofit, Adminstration:ECAM Share No. 25-521-0300-0155, CEED Community Efficiency Development. Expires 12/31/2027

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

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| | |
| | |
| | |
| | |
| **TOTAL:** | **0** |

Erica Renaud
Erica Renaud (May 20, 2026 16:07:25 MDT)
Prepared By *{print name}* — Date

christine chavez
Division Director Signature *{optional}* — Date

Department Director Signature — Date

*{Use this form for Finance Committee/ City Council agenda items ONLY}*

**CITY COUNCIL APPROVAL**

*City Council Approval Date*

*Agenda Item #:*

Andy Hopkins
Budget Officer — Date 05/27/2026

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

# Homewise,_Inc_(CEED)_Contract (1)

Final Audit Report 2026-05-27

| | |
|---|---|
| Created: | 2026-05-27 |
| By: | AP (aeperez@santafenm.gov) |
| Status: | Canceled / Declined |
| Transaction ID: | CBJCHBCAABAAKgAkaW_2OoYT6f9zd6mIeukqPuc6uMR1 |

## "Homewise,_Inc_(CEED)_Contract (1)" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-05-27 - 7:18:11 PM GMT- IP address: 63.232.20.2

Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling
2026-05-27 - 7:21:36 PM GMT

Signer ALYSSA PEREZ (aeperez@santafenm.gov) entered name at signing as AP
2026-05-27 - 7:21:57 PM GMT- IP address: 63.232.20.2

Form filled by AP (aeperez@santafenm.gov)
Form filling Date: 2026-05-27 - 7:21:59 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-05-27 - 7:22:02 PM GMT

Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-05-27 - 8:36:29 PM GMT- IP address: 104.47.64.254

Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-05-27 - 8:42:46 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2026-05-27 - 8:42:48 PM GMT

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2026-05-27 - 8:59:56 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-05-27 - 8:59:59 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-05-27 - 9:04:09 PM GMT- IP address: 63.232.20.2

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Document declined by JoAnn Lovato (jdlovato@santafenm.gov)

Decline reason: COI Expired

2026-05-27 - 9:26:08 PM GMT- IP address: 73.228.7.52

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Adobe
Acrobat Sign

HOMEINC-05 JBLAND

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/3/2026

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

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

| | |
|---|---|
| PRODUCER License # 0757776<br>HUB International Insurance Services (SOW)<br>2905 Rodeo Park Drive East<br>Building 6, Suite 100<br>Santa Fe, NM 87505 | CONTACT NAME: Michelle Vialpando<br>PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972<br>E-MAIL ADDRESS: michelle.vialpando@hubinternational.com |
| INSURED<br>Homewise Inc<br>1301 Siler Rd Building D<br>Santa Fe, NM 87507 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A : Central Insurance Company 20230<br>INSURER B : New Mexico Premier Insurance Company 13675<br>INSURER C : Evanston Insurance Company 35378<br>INSURER D :<br>INSURER E :<br>INSURER F : |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | [ ] CLAIMS-MADE [X] OCCUR | X | | CLP8361218 | 5/23/2026 | 5/23/2027 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | [ ] POLICY [X] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | [ ] OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | [ ] ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | CLP8361218 | 5/23/2026 | 5/23/2027 | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB [X] OCCUR | | | | | | EACH OCCURRENCE | $ 2,000,000 |
| | [ ] EXCESS LIAB [ ] CLAIMS-MADE | | | CXS9657964 | 5/23/2026 | 5/23/2027 | AGGREGATE | $ 2,000,000 |
| | [ ] DED [X] RETENTION $ 0 | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X PER STATUTE [ ] OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) | N / A | | 5950133 | 12/3/2025 | 12/3/2026 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| C | FF Excess Liability | | | MKLV7EUE102597 | 5/23/2026 | 5/23/2027 | Each Occurrence | 3,000,000 |
| C | FF Excess Liability | | | MKLV7EUE102597 | 5/23/2026 | 5/23/2027 | Aggregate | 3,000,000 |

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

***ADD'L COVERAGE: Employee Dishonesty - Policy #CLP8361218 - Eff: 5/23/2026 - 5/23/2027 - Limit: $250,000/Deductible: $2,500**

****PROFESSIONAL LIABILITY COVERAGE - Policy #MPL001192-1025 - Eff: 10/23/2025 - 10/23/2026 - Underwriter's at Lloyd's London - $1,000,000 Each Claim Limit; $1,000,000 All Claims Aggregate - Deductible: $10,000 Each Claim**

*****DIRECTORS & OFFICERS LIABILITY COVERAGE: Policy #DOL3664426 - Eff: 10/1/2025 - 10/1/2026 - Great American Insurance Company - $5,000,000 Each Claim Limit; $5,000,000 All Claims Aggregate**
**SEE ATTACHED ACORD 101**

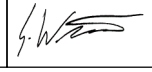
**CERTIFICATE HOLDER**

City of Santa Fe
201 W. Marcy St.
Santa Fe, NM 87501

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: HOMEINC-05 JBLAND

LOC #: 1

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | License # 0757776 | NAMED INSURED |
|---|---|---|
| HUB International Insurance Services (SOW) | | Homewise Inc<br>1301 Siler Rd Building D<br>Santa Fe, NM 87507 |
| POLICY NUMBER | | |
| SEE PAGE 1 | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: SEE PAGE 1 |
| SEE PAGE 1 | SEE P 1 | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
****OUT-OF-STATE WORKER'S COMPENSATION - Policy #WC563923804 - Eff: 12/3/2025 - 12/3/2026 - American Guarantee & Liability Insurance Company - $1,000,000 E.L. Each Accident; $1,000,000 E.L. Disease - Each Employee; $1,000,000 E.L Disease - Policy Limit

*****CYBER LIABILITY - Policy #C4MQ8236992CYBER2025 - Eff: 10/4/2025 - 10/4/2026 - Arch Specialty Insurance Company - $2,000,000 Each Claim Limit; $2,000,000 Aggregate Limit

.

Where required by written contract or agreement, the City of Santa Fe is included as additional insured with respect to general liability.



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

# HOME BUILDERS PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement amends the policy by adding the following; please read each section carefully.

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS
ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES - AUTOMATIC STATUS
ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS
ADDITIONAL INSURED - VENDORS - AUTOMATIC STATUS
AGGREGATE LIMITS OF INSURANCE
EMPLOYEE BENEFITS LIABILITY COVERAGE
FIRE, SPRINKLER LEAKAGE OR EXPLOSION
HOME BUILDERS AMENDMENTS
INCLUDE DIRECTORS OR TRUSTEES ON COMMITTEES AS EMPLOYEES
LIMITED FUNGI OR BACTERIA, SILICA OR SILICA-RELATED DUST AND EXTERIOR INSULATION AND FINISH SYSTEMS
NEWLY FORMED OR ACQUIRED ORGANIZATIONS
NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY
NOTICE OF OCCURRENCE, KNOWLEDGE OF OCCURRENCE, UNINTENTIONAL OMISSION
POLLUTION COVERAGE FOR UPSET OF MOBILE EQUIPMENT
REASONABLE FORCE EXPANSION - PROPERTY DAMAGE
SUPPLEMENTARY PAYMENTS - HIGHER LIMITS
VOLUNTARY PROPERTY DAMAGE
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
ADDITIONAL COMMERCIAL GENERAL LIABILITY CONDITIONS
LOST KEY COVERAGE

**A. Additional Insured - Owners, Lessees, or Contractors - Automatic Status (not applicable to Employee Benefits Liability Coverage)**

**1.** Section **II** - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy and any other person or organization you are required to add as an additional insured under the contract or agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**a.** Your acts or omissions; or

**b.** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

Except as provided for in the exception to **2.b.** below, a person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However, the insurance afforded to such additional insured described above:

**a.** only applies to the extent permitted by law; and

**b.** will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to:

**a.** "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

**2)** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

**b.** "Bodily injury" or "property damage" occurring after:

**1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, exclusion **b.** does not apply when in conflict with the requirements of a written contract or agreement.

**3.** The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**B. Additional Insured - Managers or Lessors of Premises - Automatic Status (not applicable to Employee Benefits Liability Coverage)**

**1.** Section **II** - Who Is An Insured is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

**a.** Any "occurrence" which takes place after you cease to be a tenant in that premises.

**b.** Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured.

However, the insurance afforded to such additional insured described above:

**a.** only applies to the extent permitted by law; and

**b.** will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**2.** The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**C. Additional Insured – Lessor of Leased Equipment – Automatic Status (not applicable to Employee Benefits Liability Coverage)**

**1.** Section **II –** Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such a person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured described above:

**a.** only applies to the extent permitted by law; and

**b.** will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

**2.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**3.** The most we will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**D. Additional Insured - Vendors - Automatic Status (not applicable to Employee Benefits Liability Coverage)**

**1.** Section **II** - Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule, Declarations or Change Endorsement which are distributed or sold in the regular course of the vendor's business.

However, the insurance afforded to such additional insured described above:

**a.** only applies to the extent permitted by law; and

**b.** will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**2.** With respect to the insurance afforded to these vendors, the following additional exclusions apply:

**a.** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

**b.** An express warranty unauthorized by you;

**c.** Any physical or chemical change in the product made intentionally by the vendor;

**d.** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

**e.** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

**f.** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

**g.** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

**h.** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

**1)** The exceptions contained in Sub-paragraphs **d.** or **f.**; or

**2)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

**3.** This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**4.** The most we will pay on behalf of the vendor is the amount of insurance required by the contract or agreement you have entered into with the additional insured or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or Change Endorsement, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations or Change Endorsement.

**E. Aggregate Limits Of Insurance (not applicable to Employee Benefits Liability Coverage)**

The General Aggregate Limit under SECTION III - LIMITS OF INSURANCE, Paragraph **2**. applies separately to each of your "location(s)" owned by or rented to you or "project(s)" away from "location(s)" owned by or rented to you.

"Location" and/or "project" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**F. Employee Benefits Liability Coverage**

The following is added to SECTION I - COVERAGES:

EMPLOYEE BENEFITS LIABILITY COVERAGE

**1. Insuring Agreement**

**a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

**1)** The amount we will pay for damages is limited as described in SECTION **III** LIMITS OF INSURANCE for Employee Benefits Liability Coverage and

**2)** Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

**b.** This insurance applies to damages only if:

**1)** The act, error or omission is negligently committed in the "administration" of your "employee benefit program";

**2)** The act, error or omission is caused by an "occurrence" that takes place in the "coverage territory"; and

**3)** The act, error or omission occurs during the policy period.

**2. Exclusions**

This insurance does not apply to:

**a. Dishonesty, Fraud Or Criminal Act**

Damages arising out of any dishonest, fraudulent, criminal or malicious act or omission, committed by any insured, including the willful or reckless violation of any statute.

**b. Bodily Injury, Property Damage, Or Personal And Advertising Injury**

"Bodily injury," "property damage" or "personal and advertising injury."

**c. Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

**d. Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program."

**e. Inadequacy Of Performance Of Investment/Advice Given To Participate**

Any "claim" or "suit" based upon:

**1)** Failure of any investment to perform;

**2)** Errors in providing information on past performance of investment vehicles; or

**3)** Advice given to any person to participate or not to participate in any plan included in the "employee benefit program."

**f. Workers Compensation And Similar Laws**

Damages arising out of any "claim" related to any workers compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

**g. ERISA**

Damages for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or any similar federal, state or local laws.

**h. Available Benefits**

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

**i. Taxes, Fines Or Penalties**

**1)** Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law; or

**2)** Loss or damages arising out of the imposition of such taxes, fines or penalties.

**j. Employment-Related Practices**

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

**3. Supplementary Payments - Coverages A and B**

For the purposes of the coverage provided by Employee Benefits Liability Coverage, the SUPPLEMENTARY PAYMENTS - COVERAGES **A** AND **B** apply except for Paragraphs **1.b.** and **2.**

**SECTION II - WHO IS AN INSURED**, Paragraphs **2.** and **3.** are replaced by the following for Employee Benefits Liability Coverage:

**2.** Each of the following is also an insured:

**a.** Each of your "employees" who is or was authorized to administer your "employee benefit program."

**b.** Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

**c.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

**3.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, 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 until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**b.** Coverage under this provision does not apply to any act, error or omission that occurred before you acquired or formed the organization.

**SECTION III - LIMITS OF INSURANCE** is replaced by the following for the Employee Benefits Liability Coverage:

**1)** The Limits of Insurance shown below and the rules below fix the most we will pay regardless of the number of:

**a)** Insureds;

**b)** "Claims" made or "suits" brought;

**c)** Persons or organizations making "claims" or bringing "suits";

**d)** Acts, error or omissions which result in loss; or

**e)** Benefits included in your "employee benefit program."

**2)** **$2,000,000** is the most we will pay for all damages because of acts, errors or omissions committed in the "administration" of your "employee benefit program."

**3)** Subject to the above Limit, **$1,000,000** is the most we will pay for all damages sustained by any one "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

**a)** An act, error or omission; or

**b)** A series of acts, errors or omissions

negligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

**4. Deductible**

**a.** Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of **$1,000.** The limits of insurance shall not be reduced by the amount of this deductible.

**b.** The deductible amount applies to all damages sustained by any one "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

**c.** The terms of this insurance, including those with respect to:

**1)** Our right and duty to defend any "suits" seeking those damages; and

**2)** Your duties, and the duties of any other involved insured, in the event of an act, error or omission, "claim" or "suit" apply irrespective of the application of the deductible amount.

**d.** We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

**SECTION IV - CONDITIONS,** Paragraphs **2.** and **4.** are replaced by the following for the Employee Benefits Liability Coverage:

**2. Duties In The Event Of An Act, Error Or Omission, "Claim" Or "Suit"**

**a.** You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:

**1)** What the act, error or omission was and when it occurred; and

**2)** The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

**b.** If a "claim" is made or "suit" is brought against any insured, you must:

**1)** Immediately record the specifics of the "claims" or "suit" and the date received; and

**2)** Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

**c.** You and any other involved insured must:

**1)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

**2)** Authorize us to obtain records and other information;

**3)** Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

**4)** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

**d.** No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

**b. Excess Insurance**

Any other primary insurance available to you covering acts, errors or omissions for which you have been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

**1)** The total amount that all such other insurance would pay for the loss in absence of this insurance; and

**2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

**SECTION V - DEFINITIONS** is amended by adding the following definitions for Employee Benefits Liability Coverage:

**1.** "Administration" means:

**a.** Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

**b.** Handling records in connection with the "employee benefit program"; or

**c.** Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.

**2.** "Cafeteria plans" means plans authorized by the applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

**3.** "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

**4.** "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise.

**a.** Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

**b.** Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible for such benefits;

**c.** Unemployment insurance, social security benefits, workers compensation and disability benefits;

**d.** Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

**SECTION V - DEFINITIONS** - the definition of “employee” and “suit” is replaced for Employee Benefits Liability Coverage by the following:

“Employee” means a person actively employed, formerly employed, on leave of absence or disabled, or retired. “Employee” includes a “leased worker.” “Employee” does not include a “temporary worker.”

“Suit” means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. “Suit” includes:

**a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

**b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**G. Fire, Sprinkler Leakage Or Explosion**

**1.** The word “fire” is changed to “fire, sprinkler leakage or explosion” where it appears in:

**a.** The Limits of Insurance section of the Declaration:

**b.** Paragraph **6.** of SECTION III - LIMITS OF INSURANCE; and

**c.** Paragraph **4.b.** of the OTHER INSURANCE condition;

**2.** Section **9.a**. under SECTION V. - DEFINITIONS is amended to read: a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an insured contract.

**3.** The last paragraph of SECTION I - COVERAGE A (after the exclusions) is replaced by the following: Exclusions **c**. through **n**. do not apply to damage by fire, sprinkler leakage or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION III - LIMITS OF INSURANCE.

But the Limit of Insurance shown in the Declaration will apply to all damage proximately caused by the same event. Whether such damage results from fire, sprinkler leakage or explosion or any combination of the three.

**4.** The Damage to Premises Rented To You Limit in Paragraph **6.** of SECTION III - LIMITS OF INSURANCE, is replaced by a new Fire, Sprinkler Leakage or Explosion Limit, which will be subject to all of the terms of SECTION III - LIMITS OF INSURANCE. The new Fire, Sprinkler Leakage or Explosion Limit is **$300,000** unless a higher limit is shown on the Declarations or Change Endorsement.

**H. Home Builders Amendments**

SECTION I - COVERAGES, Coverage A, Exclusion **j.** Damage to Property, is replaced with the following:

“Property damage” to:

**1)** Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;

**2)** Premises you give away or abandon, if the “property damage” arises out of any part of those premises;

**3)** Property loaned to you;

**4)** Personal property in the care, custody or control of the insured;

**5)** That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations; or

**6)** Property that you rent or hold for rental which must be restored, repaired, or replaced because of “your work”.

Paragraph **(1)** of this exclusion does not apply to property you rent or occupy if that property is "your work" and not owned by you.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to “property damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to You as described in SECTION III - LIMITS OF INSURANCE.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to “property damage” included in the “products-completed operations hazard”.

SECTION I - COVERAGES, Coverage A, Exclusion **I**. Damage to Your Work, is replaced with the following:

**1.** Damage to Your Work

“Property damage” to “your work” arising out of it or any part of it and included in the "products-completed operations hazard.”

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

This exclusion only applies to that particular part of “your work” that causes the “property damage.”

**I. Include Directors Or Trustees On Committees As Employees (not applicable to Employee BenefitsLiability Coverage)**

SECTION V - DEFINITIONS is amended by the addition of the following to definition **5.**:

“Employee” also includes any of your directors or trustees acting as a member of any of your elected or appointed committees to perform on your behalf specific, as distinguished from general, directorial acts.

**J. Limited Fungi Or Bacteria, Silica Or Silica-Related Dust And Exterior Insulation And Finish Systems Coverage:**

**1.** Coverage provided by this insurance for “bodily injury” or “property damage,” arising out of a “fungi” or bacteria, “silica” or “silica-related dust” or an “exterior insulation and finish system” incident, is subject to a **$100,000** Aggregate Limit as described in Paragraph 2. of this section. This provision 1. does not apply to any “fungi” or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

**2.** The following are added to SECTION III - LIMITS OF INSURANCE:

**A.** Subject to Paragraphs **2**. and **3**. of SECTION III - LIMITS OF INSURANCE, as applicable, the Fungi or Bacteria, Silica or Silica-Related Dust, and Exterior Insulation and Finish Systems Liability Aggregate Limit is the most we will pay under Coverage A for all “bodily injury” or “property damage” and Coverage **C**. for Medical Payments arising out of one or more “fungi” or bacteria, “silica” or “silica-related dust” or “exterior insulation and finish system” incidents. This provision **B.1**. does not apply to any “fungi” or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

**B.** Paragraph **5.**, the Each Occurrence Limit, Paragraph **6.**, the Damage To Premises Rented To You Limit, and Paragraph **7.**, the Medical Expense Limit, of SECTION III - LIMITS OF INSURANCE continue to apply to “bodily injury” or “property damage” arising out of a “fungi” or bacteria, “silica” or “silica-related dust” or an “exterior insulation and finish system incident” but only if, and to the extent that, limits are available under the Fungi or Bacteria, Silica or Silica-Related Dust and Exterior Insulation and Finish Systems Liability Aggregate Limit.

**3.** The following exclusion is added to Paragraph **2**., Exclusions of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY:

**2. Exclusions**

This insurance does not apply to:

**a.** “Personal and Advertising Injury” arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, “silica” or “silica-related dust.”

**b.** “Personal and Advertising Injury” arising out of a “fungi or bacteria incident.”

**c.** “Personal and Advertising Injury” arising out of, caused by, or attributed to, whether in whole or in part, the following:

**1)** The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or

**2)** "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system," or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.

**d.** Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of "fungi" or bacteria, "silica" or "silica-related dust," or "exterior insulation and finish system" by any insured or by any other person or entity.

**4.** The following definitions are added to the Definitions Section:

**a.** "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

**1)** A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;

**2)** The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;

**3)** A reinforced or unreinforced base coat;

**4)** A finish coat providing surface texture to which color may be added; and

**5)** Any flashing, caulking or sealant used with the system for any purpose.

**b.** "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

**c.** "Fungi or bacteria incident" means an incident which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

**d.** "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

**e.** "Silica-related dust" means a mixture or combination of silica and other dust or particles.

**K. Newly Formed Or Acquired Organizations (not applicable to Employee Benefits Liability Coverage)**

**SECTION II - WHO IS AN INSURED** is amended to include any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

**1.** Coverage under this provision is afforded only until 180 days after you acquire or form the organization or the end of the policy period, whichever is earlier.

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

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

**L. Non-Owned Watercraft And Non-Owned Aircraft Liability**

SECTION I - COVERAGE A, exclusion **2.g**. is replaced by the following:

**g.** "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

**1)** A watercraft while ashore on premises you own or rent;

**2)** A watercraft you do not own that is:

**a)** Less than 60 feet long; and

**b)** Not being used to carry persons or property for a charge;

**3)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

**4)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

**5)** "Bodily injury" or "property damage" arising out of:

**a)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

**b)** The operation of any of the machinery or equipment listed in paragraph f.2) or f.3) of the definition of "mobile equipment."

**6)** An aircraft you do not own provided it is not operated by any insured.

**M. Notice Of Occurrence, Knowledge Of Occurrence, Unintentional Omission**

The following is added to SECTION IV. - COMMERCIAL GENERAL LIABILITY, CONDITION 2, DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:

**e.** Notice of Accident/Occurrence

When you report to your Workers Compensation carrier the occurrence of any accident which later develops into a liability claim covered under this policy, failure to report the accident to us at the time of occurrence is not in violation of the Conditions of this policy. However, as soon as you are definitely made aware of the fact that the particular accident is a liability claim rather than a Workers Compensation claim prompt notification must be given to us.

**f.** Unintentional Errors and Omissions

The insurance afforded by this policy is not invalidated by any unintentional errors, omissions or improper description of premises or your unintentional failure to disclose all hazards existing at inception date of the policy.

**g.** Knowledge of Accident/Occurrence

Knowledge of an accident/occurrence by your agent, servant or employee is not knowledge by you unless an executive officer of your Corporation received such notice from its agent, servant or employee.

**N. Pollution Coverage For Upset Of Mobile Equipment**

The Insuring Agreement for "property damage" liability with respect to your operations is extended as follows:

**1.** We will pay those sums which you become legally obligated to pay for "property damage" caused directly by immediate, abrupt and accidental upset, overturn or collision of your "mobile equipment" while transporting "pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.

**2. EXCLUSIONS**

**a.** With regard only to the coverage provided by this extension L., SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, **2**. Exclusions, **f.** is deleted and replaced by the following for this extension only:

**f.** Pollution

Any loss, cost or expense arising out of any:

**1)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

**2)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants."

**3)** Premises, site or location which is or was at any time owned, rented or loaned to any insured.

**O. Reasonable Force Expansion - Property Damage**

Exclusion **2.a**. of SECTION I - Coverage A is replaced with the following:

**a.** Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**P. Supplementary Payments - Higher Limits**

Under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

Paragraph **1.b.** is replaced by the following:

Up to **$2,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to **$400** a day because of time off from work.

**Q. Voluntary Property Damage**

**1.** We will pay, at your request, for loss due to "Property Damage" to property of others caused by you, or while in your possession, arising out of your business operations.

**2.** "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

**3.** Limits of Insurance - The most we will pay for "loss" under the Voluntary Property Damage is **$2,500** for each "occurrence." The most we will pay for the sum of all damages because of "Property Damage" is an annual policy aggregate limit of **$25,000.**

**4.** Deductible - We will not pay for "loss" in any one "occurrence" until the amount of "loss" exceeds **$250.**

We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

**5.** The insurance under the Voluntary Property Damage shall not apply:

**a.** To "loss" of property at premises owned, rented, leased, operated, or used by you;

**b.** To "loss" of property while in transit;

**c.** To "loss" of property owned by, rented to, leased to, borrowed by or used by you;

**d.** To the cost of repairing or replacing (1) any work defectively or incorrectly done, (2) any product manufactured, sold or supplied by you, unless the "Property Damage" is caused directly by you after delivery of the product or completion of the work and resulting from a subsequent undertaking;

**e.** To "loss" of property included within the "Products/Completed Operations Hazard";

**f.** To "loss" of property which is an "auto" or "mobile equipment."

**g.** To "loss" of property caused by "pollutants."

**6.** In the event of "loss" covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

**R. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, SECTION **IV** CONDITION **8.**, is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we

make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard.” This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

**S. Additional Commercial General Liability Conditions**

**1. Other Insurance**

The following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item **4**. OTHER INSURANCE:

When this Home Builders Plus endorsement provides coverage and such coverage is also provided by any other provision of this policy:

**a.** There shall be no duplication of the Limits of Insurance.

**b.** Any loss payment made under such other provisions shall reduce by such loss payments the Limits of Insurance available under the Home Builders Plus endorsement.

**2. Liberalization**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by addinng LIBERALIZATION

If we adopt a change in our Commercial General Liability Coverage forms or rules that would broaden the coverage without extra charge, the broader coverage will apply to this Endorsement. It will apply when the change becomes effective in your state.

**T. Lost Key Coverage**

**1.** SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Exclusion **2.j.4)** Personal property in the care, custody or control of the insured is amended to add:

However, coverage for property of others in the care, custody or control of the insured is provided forthe loss of keys which are in the possession of the insured or his “employees” subject to the following additional provisions:

**a.** The insurance afforded with respect to Lost Key Coverage shall not apply to “property damage” caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his employees or agents;

**b.** Our liability for all damages because of “property damage” to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

**2.** SECTION II - WHO IS AN INSURED

The following is added to item **2.a.2)b):**

However, coverage is provided for the loss of keys which are in the possession of the insured or his “employees,” subject to the following additional provisions:

**a.** The insurance afforded with respect to Lost Key Coverage shall not apply to “property damage” caused by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of any insured or his “employees” or agents;

**b.** Our liability for all damages because of “property damage” to which this coverage applies shall be limited to the actual cost of keys, adjustment of locks to accept new keys or, if required, new locks including cost of their installation. Subject to such limitation, our total liability for all damages as the result of any one occurrence shall not exceed $25,000. Each claim is subject to a $250 deductible.

**20-2306 01 11**

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

# DESIGNATED ENTITY – NOTICE OF CANCELLATION OR NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

**SCHEDULE ***

**Person or Organization and Address**

| | |
|---|---|
| City of Santa Fe<br>201 W. Marcy St.<br>Santa Fe, NM 87501 | 30 Days |

*** (If no entry appears above, information required to complete this endorsement will be shown in the Declarations or Change Endorsement as applicable to this endorsement.)**

**1.** If we cancel this policy, we will mail notice of cancellation to the person or organization shown in the Schedule, Declarations or Change Endorsement. Notice will be sent to the address shown in the Schedule, Declarations or Change Endorsement. Except for non-payment of premium, notice will be sent at least 30 days before the effective date of cancellation. If the policy is cancelled for non-payment of premium, notice will be sent at least 10 days before the effective date of cancellation.

**2.** If we decide not to renew this policy, we will mail notice of nonrenewal to the person or organization shown in the Schedule, Declarations or Change Endorsement. Notice will be sent to the address shown in the Schedule, Declarations or Change Endorsement. Notice will be sent at least 30 days before the effective date of nonrenewal.

**3.** Failure to send notice of cancellation or nonrenewal, or failure to allow the number of days notice stated above, shall impose no obligation or liability of any kind upon us, our agents or representatives.

**Signature:**

**Email:** xivigil@santafenm.gov

# 26-0221 Homewise, Inc.

Final Audit Report 2026-06-12

| | |
|---|---|
| Created: | 2026-06-12 |
| By: | XAVIER VIGIL (xivigil@santafenm.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA6R41UCCL5AdK9IhcAj_rH1r7FZxwOJnZ |
| Documents: | 26-0221 Homewise, Inc..pdf (67 pages) |
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| Document page count: | 68 |
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