



**Date:** February 18, 2025

**To:** Governing Body

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

**Via:** Regina Wheeler, Public Works Department Director *RW*  
RW (Feb 21, 2025 12:13 MST)  
 Sam Burnett, Facilities Division Director *SB*  
JOHN BURNETT (Feb 19, 2025 08:53 MST)

**Subject:** City-Wide On-Call Remediation Services Contract

**Vendor Name:** Keers Facility Services LLC

**Vendor Number:** 7887

**ACTION:**

Request for Approval of a General Services Contract with Keers Facility Services LLC in the Total Amount of \$1,000,000 Excluding NMGRT for On-Call Remediation Services with Term Ending December 31, 2028. (Caryn Grosse, Public Works Project Manager III, cgrosse@santafenm.gov).

**CONTRACT NUMBER:**

The FY25 Munis contract number is 3250239.

**BACKGROUND AND SUMMARY:**

The Public Works Department Facilities Division uses on-call services to augment the skills, licensure, and capacity of staff to address facility issues and emergencies in a timely, safe, and compliant manner. The Facilities Division typically maintains on-call contracts for general contracting, mechanical, electrical, plumbing, roofing, remediation, and landscaping services.

Keers Facility Services LLC specializes in the removal and disposal of various hazardous and/or contaminated materials as well as inspections, sampling, analysis and remediation, restoration, and related services. This on-call contract with Keers is critical to the Facilities Division’s ability to respond to emergency situations in a timely manner, prevent major damage to City facilities, and to mitigate future damage. Keers has previously provided services throughout the City and has proven to be cost effective, reliable, and consistently capable of providing high quality results.

On-call contracts are not a guarantee of payment. These contracts are only used, and purchase orders issued, as needs arise and funding is available. The \$1,000,000 (excluding NMGRT) maximum for this contract is estimated at \$250,000 each year, over the next four years, based on historical and anticipated needs.

**ATTACHMENTS:**

- General Services Contract
- Proposal
- CES Contract # 2024-13-C121-ALL
- Certificate of Insurance
- CPO Determination
- Horizons Declination

**PROCUREMENT METHOD:**

The procurement method used was NMSA 1978, Section 13-1-135; Cooperative Educational Services (CES) contract # 2024-13-C121-ALL, which expires on December 21, 2027.

Chief Procurement Officer (CPS)/Designee: *John J. [Signature]* Date: \_\_\_\_\_  
CPO Comment/Exceptions: \_\_\_\_\_

**FUNDING SOURCE:**

Funding will be provided on a project-by-project basis.

Fund Name/Number: various  
Munis Org Name/Number: various  
Munis Object Name/Number: various

Budget Officer/Designee: *Andy Hopkins* Date: \_\_\_\_\_  
Budget Officer Comment/Exceptions: \_\_\_\_\_

**ASSOCIATED APPROVALS:**

Does this purchase require any of the following associated approvals?  Yes |  No  
(ITT, Vehicles/Fleet, Facilities, Asset or Grant Review)

**IT Components included?**  Yes |  No

Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Comment/Exceptions: \_\_\_\_\_

**Vehicles included**  Yes |  No

Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Comment/Exceptions: \_\_\_\_\_

**Construction, Facilities, Furniture, Fixtures, Equipment included?**  Yes |  No

Approval: Sam approved memo Date: \_\_\_\_\_  
Comment/Exceptions: \_\_\_\_\_

**Capital Asset\* or Project\*\*?**  Yes |  No

Project Ledger# \_\_\_\_\_  
(\*will this procurement result in a tangible item that costs more than \$5,000?)  
(\*\*Capital Projects are new and improvement projects that are going to cost \$10,000 or more)  
Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
Comment/Exceptions: \_\_\_\_\_

**Is this a Grant Funded Purchase?**  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Comment/Exceptions: \_\_\_\_\_

Department Contract Administrator Contact Info:  
Elizabeth L. Kahahane (elkahahane@santafenm.gov)

**CITY OF SANTA FE  
GENERAL SERVICES CONTRACT**

On-Call Remediation Services

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

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. **Scope of Work**

A. The Contractor shall perform the following work based on Contractor’s proposal, dated August 19, 2024, marked as “Exhibit A,” attached hereto and made a part thereof:

1. Removal and disposal of asbestos hazardous and/or contaminated good and materials, inspection/re-inspection, sampling, analysis and remediation, restoration and related services.
2. Removal of hazardous materials, including asbestos containing building materials, toxic mold containing building materials, and biohazards including pigeon feces at various locations.
3. Engineering controlled removal methods to be utilized during remediation activities, as required by appropriate regulatory agencies.
4. All hazardous waste including asbestos waste will be disposed of in compliance with all Occupational Health and Safety Administration (OSHA), National Emission Standards for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA), and Department of Transportation (DOT) Federal Regulations and any other applicable regulations.
5. Testing and engineering shall be performed as needed or required by appropriate regulatory agencies.
6. Miscellaneous trash clean-up

B. **Task Orders**

Once a need is identified, the City will issue a written Task Order to the Contractor detailing the services required. Upon receiving the City’s request for services, the Contractor shall promptly provide the Facilities Director with an estimate, based upon the rates included in Exhibit A, a cost summary, and a proposed schedule required to complete the assignment or task. Project schedules, negotiated price, and completion dates shall be determined on project-by-project basis and

dependent upon the urgency of that task. The Contractor may be required to do some of the work in phases. The Contractor shall be required to provide the requested labor and all equipment and materials within one week of issuance of a Task Order by the City's Project Manager unless a different time for performance is specified in the task order. The Contractor shall agree to provide required labor within 24 hours for emergency situations whenever possible.

C. **Change Orders**

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

- i) Deliverable requirements, as outlined in the Task Order;
- ii) Due date of any Deliverable, as outlined in the Task Order;
- iii) Compensation of any Deliverable, as outlined in the Task Order;
- iv) Contract compensation, as outlined in Article 2; or
- v) Contract termination, as outlined in Article 4.

1. Change Request Process. In the event that circumstances warrant a change to accomplish the work defined in a Task Order as described above, a Change Request shall be submitted that meets the following criteria:

i) The Project Administrator shall draft a written Change Request for review and approval by the Project Manager to include:

- (a) the name of the person requesting the change;
- (b) a summary of the required change;
- (c) the start date for the change;
- (d) the reason and necessity for change;
- (e) the elements to be altered; and
- (f) the impact of the change.

ii) When the Project Manager finds that the Change Request is appropriate for the project and complies with the requirements above, the Project Manager will forward the draft to the Contractor. Within five (5) business days, the Contractor will review the Change Request and inform the Project Manager in writing of whether the Change Order will require any changes to the project schedule and/or price due to, e.g., equipment availability or additional materials.

iii) The Project Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of Contractor's written statement about whether the schedule or price will be affected. All decisions made by the Project Manager are final. Change Requests, once approved, become a part of the Task Order, and become binding as a part of the original Task Order. If the Change Order results in a revised project schedule or cost, the revised documents shall be attached to the Change Order and incorporated into the original Task Order.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 On-Call Remediation Services		\$1,000,000.00

The total compensation under this Contract shall not exceed \$1,000,000.00 excluding New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Contract are subject to the following provisions.

- A. Acceptance - In accordance with NMSA 1978, Section 13-1-158 the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **December 31, 2028**. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

6. **Default and Force Majeure**

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

were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

## 7. **Termination**

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

B. **Notice; City Opportunity to Cure.**

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

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

## 8. **Amendment**

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

## 9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a

result of this Contract. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

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

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

22. **Scope of Contract; Merger**

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

Cooperative 13-1-135

This Contract is issued against the Cooperative Educational Services Master Agreement 2024-13-C121-ALL, established and maintained by CES, and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

The provisions in Exhibit A, specifically those at pages 2, 5, and 6, are incorporated herein except to the extent that they conflict with the terms of this contract or CES Master Agreement 2024-13-C121-ALL.

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

The City does not indemnify Contractor.

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, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

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

30. **Workers' Compensation**

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

31. **Inspection**

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

### 32. **Inspection of Services**

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

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

### 33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Contract**

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

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

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

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

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

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

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor’s disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor’s responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

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

The City may, without cause, order the Contractor, in writing, to suspend, delay or

interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

41. **Notification**

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

To the City:  
Caryn Grosse  
Project Administrator Sr, PMP  
City of Santa Fe/Public Works  
2651 Siringo Road, Blg E/ PO Box 909  
Santa Fe, NM 87504  
clgrosse@santafenm.gov

To the Contractor:  
Chris Lara  
Service Coordinator  
Keers Facility Services LLC  
5904 Florence Ave NE  
Albuquerque, NM 87113  
clara@keers.com

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

42. **Succession**

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

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

CITY OF SANTA FE:

CONTRACTOR:  
Keers Facility Services LLC

\_\_\_\_\_  
ALAN WEBBER, CITY MAYOR

*Cailyn Kilcup*  
Cailyn Kilcup (Oct 29, 2024 10:18 MDT)  
\_\_\_\_\_  
CAILYN KILCUP  
MANAGING MEMBER

DATE: \_\_\_\_\_

DATE: Oct 29, 2024

NMBTIN # 03-383880-00-1

ATTEST:

\_\_\_\_\_  
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY’S OFFICE:

*Kevin L. Nault*  
Kevin L. Nault (Oct 29, 2024 10:27 MDT)  
\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*Emily K. Oster*  
\_\_\_\_\_  
EMILY OSTER, FINANCE DIRECTOR



Proposal/Service Agreement

EXHIBIT A

Project Title: CES COSF On Call Contract Miscellaneous Clean Up 2024 to 2028  
Proposal Number: N/A  
Date: August 19, 2024

Submitted to: MR. SAM BURNETT Project Name: COSF ON CALL CONTRACT 2024-2028  
Client: CITY OF SANTA, FE PUBLIC WORKS Project Location: SANTA FE, NM 87501  
Mailing Address: 2651 SIRINGO RD. # E Telephone/Fax: 1-505-955-5938  
City/State/Zip: SANTA FE, NM 87505 Email Address: JSBURNETT@SANTAFENM.GOV

SCOPE OF WORK

The proposed work consists of the following:

Type of Services	<input checked="" type="checkbox"/> Asbestos Abatement Services <input checked="" type="checkbox"/> Site Remediation Services <input checked="" type="checkbox"/> Lead Abatement Services <input checked="" type="checkbox"/> Industrial Decontamination Services <input checked="" type="checkbox"/> Toxic Mold Remediation <input checked="" type="checkbox"/> Asbestos-LBP-C&D Waste Disposal <input checked="" type="checkbox"/> Biohazard Decontamination <input checked="" type="checkbox"/> Other: Sampling Building Materials <input checked="" type="checkbox"/> Miscellaneous Clean up
Scope of Work Per CES Contract No. 2024-13-C121-All	<ol style="list-style-type: none"><li>1) Removal and Disposal of Asbestos Hazardous and or Contaminated Goods and Materials, Inspection/Re-Inspection, Sampling, analysis and Remediation, restoration and Related Services.</li><li>2) Removal of hazardous materials, including asbestos containing building materials, toxic mold containing building materials, and biohazards including pigeon feces at various locations.</li><li>3) Engineering controlled removal methods to be utilized during remediation activities, as required by appropriate regulatory agencies.</li><li>4) All hazardous waste, including asbestos waste will be disposed of in compliance with all Occupational Safety and Health Administration (OSHA), National Emission Standards for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA), and Department of Transportation (DOT) Federal Regulations and any other applicable regulations.</li><li>5) Testing and engineering shall be performed as needed or required by appropriate regulatory agencies.</li><li>6) Miscellaneous Trash Clean Up.</li></ol>
Project Locations	Various locations throughout the City of Santa Fe, NM.
Specific Project Exclusions	Replacement of materials removed.
Proposed Time	To be determined.
Disposal Facility	To be determined.
Other Details	City of Santa Fe must supply utilities (electrical power source) as necessary. <ul style="list-style-type: none"><li>• Keers can provide restoration service by employing a subcontractor and provide Building Demolition Services.</li><li>• Keers provides Asbestos-Lead Based Paint Testing and Full Reports CES Contract Number 24-13-C111-All.</li><li>• Mold project can be scheduled with a week of receiving a purchase order.</li><li>• Asbestos projects may take up to 12 working days to schedule after receiving a purchase order.</li><li>• An Asbestos Neshap may have to be filed if the asbestos quantities are over 160sf or 260lf.</li></ul>

# Proposal/Service Agreement

Project Title: CES COSF On Call Contract Miscellaneous Clean Up 2024 to 2028

Proposal Number: N/A

Date: August 19, 2024

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## ***TECHNICAL PROCEDURES***

In completing the scope of work, all technical procedures employed will be in accordance with the Keers' proprietary QualPRO® Quality system. Our 193-page QualPRO manual consists of work practice procedures, checklists, and forms that our employees and supervisors use to provide you with a quality, end result in compliance with applicable EPA, OSHA, USHUD, NMED, TDH, and DOT governmental regulations.

## ***WASTE MANAGEMENT***

Unless otherwise indicated all asbestos-containing waste will be permanently disposed of at the Special Waste Disposal's landfill (EPA permit No. SWM-013035(SP). Hydrocarbon contaminated soils/water will be treated at the Special Waste Disposal's Hydrocarbon Landfarm Facility (NMED permit No. DP-1012). Both facilities are located in Torrance County, New Mexico.

## ***LIABILITY PROTECTION***

This proposal includes \$1,000,000 of hazardous substances specific general liability, auto and workmen compensation insurances, written with A-Rated insurance carriers.

This proposal includes use of the Keers proprietary project documentation system **ProDOC™**. This system consists of: regulatory notifications, daily logs, visual and final inspection reports, air monitoring reports, manometer logs, final inspection report, and waste manifests. **ProDOC™** documents important regulatory/liability information for the protection of the facility owner.

## ***REGULATORY COMPLIANCE***

This project is subject to one or more of the following Federal governmental regulation or equivalent delegated State regulation: OSHA (29 CFR 1910 and 1926), EPA (40 CFR 260-299, 40 CFR 763, Subparts E and G), National Emission Standards for Hazardous Air Pollutants (NESHAPS 40 CFR 61, Subpart M), and DOT (49 CFR 100-177) and 24 CFR Part 35. This Proposal/Agreement is in compliance with the applicable regulatory sections.

## ***PROJECT QUALITY/SAFETY ASSURANCE***

This project proposal includes our 107-point QA/QC (health, safety, quality and regulatory Control) job site inspection program.

## **IMPORTANT NOTICE REGARDING REMOVAL OF ASBESTOS FLOORING**

Our services are intended to remove asbestos-containing materials only. If flooring products are re-installed, it is the installer's responsibility to prepare the floor for reinstallation according to manufacture's recommendations and requirements. Keers will not be responsible for floor preparation.

# Proposal/Service Agreement

Project Title: CES COSF On Call Contract Miscellaneous Clean Up 2024 to 2028

Proposal Number: N/A

Date: August 19, 2024

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## ***IMPORTANT REMINDER: REGULATORY NOTIFICATIONS***

### **Asbestos**

On most asbestos abatement projects, a notice of intent to remove asbestos must be filed with the local NESHAPS regulatory authorities, 10 working days before work can begin. In many locations, local regulatory agencies bill the owner a fee based on the number of asbestos removal units stated on the notification. If you need help estimating what this fee is in your area, please ask your local Keers' Service Coordinator.

### **Toxic Mold**

On some mold remediation projects, a notice of intent to remediate mold must be filed with the local regulatory authorities, (Texas: 5 working days.)

### **Lead**

On some lead abatement projects, a notice of intent to remove lead must be filed with the local or national regulatory authorities, (Texas: 7 working days, USHUD: 5 business days.)

# Proposal/Service Agreement

Project Title: CES COSF On Call Contract Miscellaneous Clean Up 2024 to 2028

Proposal Number: N/A

Date: August 19, 2024

Submitted to:	<u>MR. SAM BURNETT</u>	Project Name:	<u>COSF ON CALL CONTRACT 2024-2028</u>
Client:	<u>CITY OF SANTA, FE PUBLIC WORKS</u>	Project Location:	<u>SANTA FE, NM 87501</u>
Mailing Address:	<u>2651 SIRINGO RD. # E</u>	Telephone/Fax:	<u>1-505-955-5938</u>
City/State/Zip:	<u>SANTA FE, NM 87505</u>	Email Address:	<u><a href="mailto:JSBURNETT@SANTAFENM.GOV">JSBURNETT@SANTAFENM.GOV</a></u>

**PRICING: CES Contract No. 2024-13-C121-All Non-State Wage Rates**

MOBILIZATION FEE PER PROJECT	\$ 8%
COORDINATOR/ESTIMATOR	\$ 70.00 PER HOUR
ENVIRONMENTAL SUPERVISORS/PROJECT MANAGER	\$ 60.00 PER HOUR
ENVIRONMENTAL WORKERS	\$ 55.00 PER HOUR
ENVIRONMENTAL INSPECTOR INCLUDING ASBESTOS & MOLD FINAL AIR CLEARANCE SAMPLING & TESTING	\$ 70.00 PER HOUR
COMPANY OWNED TRUCK \$ 65.00 PER DAY	\$ 65.00 PER DAY
COMPANY OWNED ENCLOSED TRAILER \$ 95.00 PER DAY	\$ 95.00 PER DAY
ASBESTOS WASTE DISPOSAL AND TRANSPORTATION	COST PLUS 25%
SPECIALTY EQUIPMENT- DUSTLESS BLASTING EQUIPMENT @ \$ 325.00 PER DAY	\$ 325.00 PER DAY
PERCENT OF MARK UP OF INVOICE	COST PLUS 25%
SUBCONTRACTORS	COST PLUS 25%
PERFORMANCE & PAYMENT BONDING WILL BE ADDED @ 3.0% TO PROJECTS OR PURCHASE ORDERS OVER \$ 25,000.00	3.0%
PLEASE ADD NM GRT @ CURRENT RATE TO THE TOTAL PURCHASE ORDER AMOUNT	CURRENT NM GRT RATE
<b>TOTAL CONTRACT AMOUNT NOT TO EXCEED ONE MILLION PER CALANDER YEAR UP TO 4 YEARS</b>	<b>\$ 1,000,000.00</b>

**PRICING: CES Contract No. 2024-13-C121-All State Wage Rates**

MOBILIZATION FEE PER PROJECT	\$ 8%
COORDINATOR/ESTIMATOR	\$ 75.00 PER HOUR
ENVIRONMENTAL SUPERVISORS/PROJECT MANAGER	\$ 65.00 PER HOUR
ENVIRONMENTAL WORKERS	\$ 60.00 PER HOUR
ENVIRONMENTAL INSPECTOR INCLUDING ASBESTOS & MOLD FINAL AIR CLEARANCE SAMPLING & TESTING	\$ 80.00 PER HOUR
COMPANY OWNED TRUCK \$ 65.00 PER DAY	\$ 65.00 PER DAY
COMPANY OWNED ENCLOSED TRAILER \$ 95.00 PER DAY	\$ 95.00 PER DAY
ASBESTOS WASTE DISPOSAL AND TRANSPORTATION	COST PLUS 25%
SPECIALTY EQUIPMENT- DUSTLESS BLASTING EQUIPMENT @ \$ 325.00 PER DAY	\$ 325.00 PER DAY
PERCENT OF MARK UP OF INVOICE	COST PLUS 25%
SUBCONTRACTORS	COST PLUS 25%
PERFORMANCE & PAYMENT BONDING WILL BE ADDED @ 3.0% TO PROJECTS OR PURCHASE ORDERS OVER \$ 25,000.00	3.0%
PLEASE ADD NM GRT @ CURRENT RATE TO THE TOTAL PURCHASE ORDER AMOUNT	CURRENT NM GRT RATE
<b>TOTAL CONTRACT AMOUNT NOT TO EXCEED ONE MILLION PER CALANDER YEAR UP TO 4 YEARS</b>	<b>\$ 1,000,000.00</b>

*Note: We reserve the right to withdraw this proposal if not accepted within 30 days.*

Keers Facility Services, LLC Signature: \_\_\_\_\_ Date: **08/19/2020**  
 Name/Title: Christopher Lara, Service Coordinator, E-mail: [clara@keers.com](mailto:clara@keers.com)

**Limitation of Authority:** Proposals over \$50,000 require Keers corporate review and signature by an officer and approval to be valid.  
 Reviewed and approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name/Title

**CUSTOMER ACCEPTANCE**

The above proposals (pages 1-6) are hereby accepted. You are authorized to complete the work as described.

Client Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Please Return to:**  
 Keers Facility Services, LLC  
 5904 Florence Ave. NE, Albuquerque, NM 87113  
 Telephone: (505) 823-9006 or Toll Free 800-327-8642  
 Fax: (505) 823-2766 or Above Email Address

**Service Center Located in  
 El Paso, Texas**

# Proposal/Service Agreement

Project Title: CES COSF On Call Contract Miscellaneous Clean Up 2024 to 2028

Proposal Number: N/A

Date: August 19, 2024

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## General Conditions

### Scope of Work

Keers Facility Services, LLC (Contractor) agrees to furnish necessary labor, materials, supplies, equipment and tools to perform and complete in a professional workmanlike manner, the services described in the proposal.

### Payment

100% upon completion of scope of work unless credit arrangements have been made, or work duration is longer than one (1) month. Then the contractor will submit invoices monthly, or as otherwise agreed, for completed portions of services or additional work authorized pursuant to Paragraph 5 herein. Client agrees to pay the invoiced amount within 20 days from date of invoice. Any payment not received by Contractor within 30 days shall be considered delinquent and the amounts due contractor shall accrue a late charge of 1 percent per month for each month from date of invoice. In the event any payment due Contractor under the terms of this Agreement is delinquent, Contractor may suspend all services until all delinquent payments have been received.

### Standard of Care

- While performing services under this agreement, Contractor shall exercise the degree of skill ordinarily exercised where performing the kind of services stated in the "Scope of Work".
- Contractor assumes no responsibility for errors in public data utilized, statements from sources outside of Contractor, or developments resulting from situations outside the control of the contractor.
- The standard of care set forth herein is the sole and exclusive standard of care that will be applied to measure Contractor's performance of the services or the creation of its work product.

There are no other representations or warranties made by Contractor. In particular, but not by way of limitation, Contractor makes no representation or warranty that the implementation or use of the recommendations, findings, conclusions, or final results produced as a result of performing the services will result in compliance with applicable law or provide a perfect result. Furthermore, with regard to microbial remediation, the contractor makes no warranties, claims, or guarantees that mold has been forever eliminated. It is possible that mold may return, unless the environment which supports mold growth is altered, which may or may not be possible, even given the best efforts of the contractor. Moreover, to the extent allowed by law, any and all implied representations or warranties arising out of the services are hereby expressly disclaimed and negated. **IN PARTICULAR, BUT NOT BY WAY OF LIMITATION, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.**

### Time For Performance

The work will be completed within the calendar days as described in the scope of work, or as expeditiously as possible. If the Contractor is delayed at any time in the progress of the work by any act or omission of the Client, or by its officers, directors, employees, agents and assigns ("Representatives"), or by any separate contractor employed by the Client, or by changes ordered in the work, or by labor dispute, fire, unusual delay in transportation, adverse weather conditions, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the owner pending arbitration, then the contract time shall be extended by agreement for such reasonable time as required.

### Additional Work

The Client, without invalidating the agreement, may order changes in the work within the general scope of the agreement consisting of additions, deletions or revisions of the scope, cost of services and time being adjusted accordingly. All such changes in the work shall be authorized in writing. The cost or credit to the Client resulting from a change in the work shall be determined by one or more of the following: (1) by mutual agreement of either a fixed fee and/or unit price to be multiplied by the units worked in determining the total sum; (2) hourly rate per

man hour multiplied by the man hours expended; or (3) by other mutually agreeable cost methods. If the outcome of the completed work indicates that additional or different work is required: the Contractor will notify the Client and will use his best professional judgment in assisting the Client in deciding how to proceed. The cost of services will be equitably adjusted by written change order or supplemental agreement between both parties.

### Access, Approvals, Permits

Client shall arrange for access and make all provisions for Contractor to enter public and private property as required for Contractor to perform the specified services. Client shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approval and consent from others as may be necessary. Unless expressly stated in the proposal as the responsibility of contractor.

### Client Provided Information

Work will not commence until the Contractor has received a duly executed copy of this contract. The Client shall direct its officers, directors, employees, subcontractors and agents to render reasonable assistance and to provide (promptly upon request) all necessary or appropriate data to the Contractor in connection with its performance under this agreement.

Any data furnished shall be furnished at the Client's expense, and the Contractor shall be entitled to rely upon its accuracy and completeness. The Client shall locate for the Contractor, and shall assume responsibility for the accuracy of his representations, as to the locations of all underground utilities, tanks, structures, or other installations, unless the express responsibility of the Contractor as stated in the "Scope of Work".

### Safety

In an emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation and/or extension of time claimed by the Contractor on account of emergency work shall be determined as set forth, under the Additional Work section.

### Hazardous Substances

Nothing herein shall be construed or interpreted as requiring Contractor to assume the status of a generator of any hazardous substances or hazardous materials, as those terms are defined under any applicable federal, state and local laws, statutes regulations, ordinances, rules or orders. If any hazardous, toxic or dangerous substances as defined by federal, state or local laws, statutes, regulations, ordinances, rules or orders, ("Hazardous Substances") are encountered at the site, and if these Hazardous Substances require handling, transportation or disposal at an off-site facility, Contractor will assist in advising the Client of his options. However, Contractor will not "arrange" for disposal of, accept title to, sign manifests for, or take control of any Hazardous Substances, unless expressly stated in the "Scope of Work". Client shall indemnify and hold Contractor harmless from any claims, damages, fines and fees, litigation or expenses, arising out of or in any way related to handling, transportation and disposal of any Hazardous Substances in the course of Contractor's performance of this Agreement

### Restoration

The Client understands that in the normal course of work, some minor damage to property may occur including damage to landscaping, pavement, sprinkler systems, and interior building finishes. While the Contractor will act to minimize damage, the Client understands that the cost of restoration is not included in this agreement unless expressly stated in the scope of work.

### Independent Contractor

Contractor shall perform all work under this agreement as an independent contractor, retaining complete control over its personnel and operations. Neither Contractor nor its subcontractors shall be, or shall be construed to be Client's

# Proposal/Service Agreement

Project Title: CES COSF On Call Contract Miscellaneous Clean Up 2024 to 2028

Proposal Number: N/A

Date: August 19, 2024

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employees or agents, or have authority to bind Client in any way.

## Indemnity

- a. Contractor shall indemnify and hold harmless Client, and its respective officers, directors, employees, subcontractors, agents and assigns ("Representatives"), from and against any and all liabilities, claims, causes of action, suits, losses, damages, costs and demands, including reasonable attorneys' fees, resulting from or arising out of, personal injury, including death or property damage, to the extent such injury, death or property damage is caused by the negligence or willful misconduct of Contractor or its Representatives; and, provided that such injury, death, or property damage is not caused by the sole or contributory negligence of Client, or its Representatives; and provided further, that Contractor's liability hereunder shall be limited to and not exceed the insurance coverage and limits of liability identified in this proposal or the total cost of services under of this agreement, whichever amount is less.
- b. Client shall indemnify and hold harmless Contractor, and its Representatives, from and against any and all liabilities, claims, causes of action, suits, losses, damages, costs and demands, including reasonable attorneys' fees, resulting from or arising out of, personal injury, including death or property damage, to the extent such injury, death or property damage is caused by the negligence or willful misconduct of Client or its Representatives; and provided further that such injury, death, or property damage is not caused by the sole or contributory negligence of Contractor or its Representatives.
- c. The provisions this paragraph shall survive the completion of the work or the termination of the agreement between Contractor and Client.

## Dispute Resolution

All claims, disputes and other matters in question between the Contractor and Client arising out of, or relating to, this agreement or breach thereof, shall be decided by arbitration in accordance with the construction industry rules of the American Arbitration Association, unless the parties mutually agree otherwise. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of demand for arbitration shall be filed in writing with the other party to the contract agreement within a reasonable time after the claim, dispute or other matter in question has arisen.

## Subcontractors

The Contractor reserves the right to remove any person, firm or corporation (Subcontracted to the Contractor) from participation in the services being provided to the Client.

## Termination

If the work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, through no act or fault of the Contractor or its Representatives, or if the Client has failed to make payment as provided in this agreement for work performed, or has otherwise stopped the contractor's work, then the Contractor may at his option provide three (3) days notice to the Client, terminate this agreement and recover from the Client, payment for all work completed, with all costs arising out of such termination.

## Sample Handling and Retention

Generally test samples or specimens are consumed and/or substantially altered during analysis. Contractor, at its sole discretion, will cause disposal of test samples, unless Client requests otherwise, in writing.

## Reporting

By virtue of entering into this Agreement and providing services hereunder, Contractor does not assume responsibility for any conditions at the site that may present a danger, either potential or real, to the health, safety or the environment, except as set forth in the "Scope of Work".

Client hereby agrees to promptly notify Contractor of any Hazardous Substances and any special risk to human health, the environment or equipment on site of which Client is or becomes aware. By virtue of entering into this agreement or of providing services hereunder, Contractor does not assume control of or

responsibility for reporting to any federal, state or local public agencies or governmental authorities any conditions at the site that may present a potential danger to health, safety, or the environment.

## Waste Characterization

Prior to Contractor's performance of any services under this agreement, Client shall provide Contractor with an accurate waste characterization, which fully informs Contractor of the chemical, physical and hazardous characteristics of any waste to be managed pursuant to this agreement, unless the express responsibility of Contractor as stated in "Scope of Work". Client shall promptly notify Contractor if the waste characterization, or process generating the waste, changes in any respect during the term of this agreement.

## Non-conforming Waste

Within a reasonable time after receipt of waste, Contractor may reject any waste that does not materially conform to the characterization or sample provided to Contractor by Client. Contractor shall immediately orally notify Client of such rejection and the manner in which the waste is non-conforming and shall confirm such oral notification in writing within a reasonable period of time. In the event of such rejection, Contractor shall have the right to: (a) return the waste to Client; or (b) arrange for treatment or disposal of the waste at another permitted facility. In any event, Client shall pay all additional fees and costs incurred in the handling of non-conforming waste, including, without limitation, transportation, storage, treatment, and disposal charges.

## Title To Waste

Title, responsibility and risk of loss for waste conforming to the waste characterization shall pass from Client to Contractor as follows: (a) if Contractor provides transportation, upon departure of the Contractor vehicle carrying the waste from Client's site; (b) if Client provides transportation, upon acceptance of the waste at the Contractor facility or facility designated by Contractor.

## Entire Agreement

The agreement and any referenced attachments constitute the entire agreement between Contractor and Client and supersedes all prior or oral or written representations or agreements. This agreement shall not be modified except in writing and signed by both parties.

## Severability

If any of these General Conditions shall be finally determined to be invalid and unenforceable in sole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties.

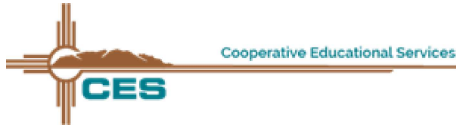
## Applicable Law and Venue

This Agreement shall be governed by the laws of the state of New Mexico. All actions, disputes, claims or other matters arising from this agreement shall be decided per the "Disputes Clause" in Albuquerque, New Mexico.

## Limitations of Liability

In no event will the contractor be liable to the Client or anyone else (including third-party beneficiaries), for any consequential, incidental, special or indirect damages, including lost revenue and profits that result in any way connected with the services provided herein.

The Client agrees that the liability of the contractor arising out of any kind of legal claim (whether in contract, tort or otherwise) in any way connected with the services provided will not exceed the amount the Client originally paid the contractor for the service, or the available insurance identified elsewhere in the agreement, whichever amount is less.



## Contract Award Letter

January 02, 2024

Keers Remediation, Inc  
5904 Florence Av. NE  
Albuquerque, NM 87113

RE: Contract Award for:  
**2024-13-C121-ALL Hazardous Waste Analysis, Inspection, Sampling, Removal, Disposal, Abatement, Remediation, Restoration Services and Related**

Dear Procurement Partner

Cooperative Educational Services (CES) thanks you for responding to our 2024-13 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The Contract, in conjunction with the Contract and RFP documents, constitute the Agreement between the parties. Please retain all documents for your records. This Indefinite Delivery and Indefinite Quantity contract, as defined in NMSA 13-1-63; beginning December 22, 2023 and expiring December 21, 2027, pursuant to 13-1-150 NMSA.

**It is the vendor's responsibility to keep pricing up to date throughout the life of the contract.**

Sincerely yours,

Cooperative Educational Services

A handwritten signature in black ink that reads "David Chavez". The signature is written in a cursive style with a large, looping "D" and "C".

David Chavez  
Executive Director, Chief Procurement Officer  
Office: 505.344.5470



## ACCEPTANCE OF PROPOSAL AND OFFER AND CONTRACT AWARD

RFP NUMBER: 2024-13

RFP DESCRIPTION: Hazardous Waste Analysis, Inspection, Sampling, Removal, Disposal, Abatement, Remediation, Restoration Services and Related

CONTRACT NUMBER: 2024-13-C121-ALL

### CONTRACT

This contract award is being made by Cooperative Educational Services (“CES”), 10601 Research Rd. SE, Albuquerque, New Mexico 87123 effective this 22nd day of December 2023, to Keers Remediation, Inc, with its principal office located at 5904 Florence Av. NE, Albuquerque, NM 87113, pursuant to the above referenced CES conducted Request for Proposal (“RFP”) or Request for Bids (“RFB”) procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

### RECITALS

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services and construction services (“Products, Services and/or Construction Services”) pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signators to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned (“Contract Holder”) has successfully responded to a RFP or RFB published by CES in accordance with the Procurement Code, ( 13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP or RFB documents and this contract award.

### CONTRACT TERMS

1. The initial contract term shall be from the effective contract award date December 22, 2023 through December 21, 2027. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities

2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of

this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.

4. For transactions which involve CES transmitting purchase orders from a Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the Member/Participating Entity in accordance with Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and Member/Participating Entity in the event any dispute arises between them.

5. Contract Holder understand and agree that upon CES' receipt of funds from the Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.

6. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder

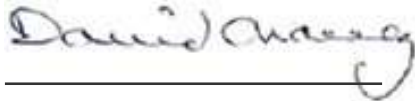
7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or a Member/Participating Entity to perform as provided for in the RFP or RFB documents, any purchase order or other contract between Contract Holder and a Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

8. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

The Recitals are incorporated herein as contract terms.

Agreed effective the above date.

Cooperative Educational Services



Electronically Signed on 01/02/2024

Executive Director

Date: 01/02/2024

Keers Remediation, Inc

**Amarante Jaramillo**

Electronically Signed on 01/02/2024

President/COO

# **GENERAL SCOPE OF WORK AND SPECIFICATIONS**

## **Category 1 – Lot 2 – Removal and Disposal of Asbestos, Hazardous and /or Contaminated Materials, Construction Services – Remediation, Restoration and Related Services**

### **PART I INTRODUCTION**

#### **A. GENERAL**

The products and equipment under this solicitation will be set forth in each individual Category's detailed specifications or detailed Scope of Work, as agreed upon by the CES Eligible Agency and the Contractor, and that is based on the product, services, or deliverables acquired through this solicitation. The CES General Terms and Conditions and Supplemental Construction Terms and Conditions are a part of this contract.

#### **B. NOTICE**

Price agreements resulting from this RFP, are pursuant to New Mexico Procurement Code, NMSA, 1978, 13-1-117 and NMSA, 1978, 13-1-153.

This RFP is an Open-Ended RFP: Open-ended RFP - At the discretion of CES, the RFP may remain open for accepting additional proposals after a source award or multiple source awards are made to allow CES to make additional source awards if CES determines in accordance with ¶13-1-154 NMSA 1978 that such additional awards are necessary to fully meet CES member or participating entity service or economy needs identified by CES prior to a source award(s) or identified after a source award(s) is made. Any new offeror may not have access to any RFP documents submitted by another offeror or to documents involved in the rating or ranking process of offerors, as this would negate the open and fair competition process. Offerors that submitted a proposal for this RFP event and did not receive a recommendation for award may not submit a new proposal for the same RFP event. New proposals will be evaluated as prescribed in the original RFP and evaluated against all other RFP proposals. Any new source awards will be aligned with the contract end date of the original source awards. CES reserves the right to terminate the opportunity for submittal of additional offers at any time prior to the original contract award expiration date.

Any contract awarded under this solicitation is an indefinite quantity, indefinite dollar solicitation. All costs associated with preparing quotes/job orders/cost proposals shall be the responsibility of the contractor and must be based on the scope of work and in compliance with pricing submitted.

### **PART II SCOPE OF WORK AND SPECIFICATIONS**

#### **A. GENERAL SCOPE OF WORK ALL CATEGORIES AND LOTS**

CES on behalf of its Members and Participating Entities is seeking licensed (as applicable), qualified, and experienced Vendor/Contractors to plan, design, and fully execute a complete and comprehensive program for the inspection, sampling, microbiological testing, analysis, removal, disposal of various types of hazardous, contaminated materials, asbestos, remediation, restoration, and

related services for CES Members and Participating Entities statewide. The Offeror must demonstrate through their response to this RFP that they possess the necessary qualifications, experience, resources, and capacity required to provide the required products and services within each of the regions that they propose to serve.

The General Scope of Work and Specifications shall apply to all Lots within this solicitation. The scope of work and minimum specifications in each lot defines the quality and characteristics of the desired commodities, and/or services. They are based on specifications from known acceptable providers, manufacturers, processes, materials and/or brands. Specifications are not intended to be exclusive or restrictive. Offerors may offer alternative commodities solutions, or alternate manufacturers, which meet the quality and performance characteristics as required in the specifications. CES reserves the right to review all proposals and make the final determination on the acceptance of any alternate commodities, solutions or manufacturers offered. The Offeror may respond one or all Lots. The words “Offeror” and “Contractor” are used interchangeably throughout this document.

## **Category 1 - Lot 2 – Removal and Disposal of Asbestos, Hazardous and /or Contaminated Materials, Construction Services – Remediation, Restoration and Related Services**

### **Scope of Work**

CES is seeking licensed, qualified environmental contractor(s) in the State of New Mexico to assist CES Members/PE's, on an ongoing basis in establishing and implementing a hazardous material investigation, environmental site assessments, facility and compliance audits, storage, microbiological testing, removal and disposal of various types of hazardous and contaminated goods and materials that may include but are not limited to: asbestos containing materials; underground fuel storage tanks, contaminated soil, building materials, medical waste, animal waste, bird droppings, mold or mildew abatement, lead abatement, based products, old paint, cleaning products, science lab chemicals, industrial, automotive and maintenance waste, filtration systems, and air duct cleaning, meth lab and crime scene cleanup, decontamination and remediation. These events have become more difficult to deal with due to the increased awareness and EPA, OSHA, State Fire Marshal and federal, state and local regulations governing these items. Therefore, CES is seeking Offeror(s) to assist its Members/PEs in training, assessing, evaluating and dealing with and disposing of these items in a proper and economical manner. Provide removal and disposal of asbestos, hazardous and/or contaminated materials, construction services, remediation, restoration, and related services. The Contractor will furnish all management, documentation, labor, materials, and equipment needed to perform and complete the scope of work stated for each individual project requested under this RFP. This solicitation does not include services and/or activities relating to the installation of new material or new development of the site. Contractor(s) shall demonstrate that they possess the licensure, expertise, capacity, and resources to provide these services to CES Eligible Agencies on an as-needed basis, per industry standards.

1. The contractor shall assist the CES Member/PE in developing and establishing a scope of work for each project, which includes a description of the amounts, types and locations of

the hazardous materials which are to be removed and disposed of. To assist in this process, the contractor must request and, if available, the CES Member/PE shall provide all information relating to the inventory of and the analytical results of the materials to be covered by the project. Depending on the project scope, the contractor shall perform a site visit and make its own assessment and evaluation to confirm the scope of work, site conditions and types of materials involved. Any scope of work developed for a project under this solicitation shall include a detailed description of the procedures to be used to remove the hazardous materials, the disposal site, any/all required documentation necessary to proceed with the project and a cost proposal indicating all the associated costs to be incurred during the proposed project. This solicitation covers only those services directly related to the inspection, assessment, analysis, removal and disposal of hazardous materials and restoration. This solicitation does not include services and/or activities relating to the installation of new material or new development of the site.

2. It may be that the products and services offered herein will be required to be performed after normal business hours, on weekends and/or holidays as specified by the CES Member/PE. However, if a project will not interfere with the Member's/PE's day-to-day activities, then the project can be performed during normal operations.
3. The scope of this solicitation does not allow for the contractor to offer and/or install HVAC equipment or construction services that are not directly part of the restoration associated with the removal and disposal of hazardous materials.
4. The Offeror must be licensed/certified in asbestos abatement, inspection, sampling, testing, and analysis, hazardous waste disposal, and must comply with all State of NM and Federal Environmental and Occupational Safety and Health Administration (OSHA) rules and regulations. The Offeror is responsible for knowledge of any revisions, updates and new codes, regulations, and interpretations.
5. The Offeror must be able to assess and evaluate CES Member's/PE's sites to determine and develop an efficient and cost-effective plan of action along with a scope of work on how to remove and dispose of identified contaminated, hazardous, and non-hazardous waste/materials.
6. The Offeror will be responsible for ensuring, establishing, and performing all abatement procedures in accordance with federal, state and local requirements. This may require that the work be performed after hours, on weekends and holidays, and as worked and coordinated with the individual CES Member/PE. However, if a specific project will not interfere with the day-to-day operations of the CES Member/PE or endanger the health, welfare and safety of staff, students, and community, then the project may be performed during the normal working hours.
7. Prior to the commencement of any project requiring special conditions at the work site, the Offeror shall provide, submit, and receive any/all written notifications, permits and approvals required by federal, state and local governing agencies, prior to the commencement of any onsite project activity. The Offeror must communicate what is required, coordinate such requirements with and receive the approval of the CES Member/PE prior to proceeding with the work. It will be the Offeror's responsibility during the performance of the work to establish, maintain, supervise and be in full control of the project site until such time that the hazard no longer exists, and the site is safe for normal operations.

8. The Offeror will supply all labor, materials, services, insurance, permits and equipment necessary to perform the work in accordance with all applicable federal, state, and local regulations, standards, and codes governing asbestos and hazardous materials abatement and other trade work done in conjunction with the abatement and restoration as required.
9. Prior to the commencement of any project, special conditions at the site must be considered by the Offeror when performing the asbestos abatement (that is, high temperatures; equipment that must remain in operation; other toxic substances in the air, running through pipes or contaminating surfaces etc.). The Offeror will be responsible for obtaining this information from the CES Member/PE.
10. The Offeror is responsible for restoring the work area and auxiliary areas used during the project to a condition that is safe, equal to or better than the original and accessible to the CES Member/PE. The Offeror shall, during the progress of work, remove and dispose of all debris, and keep the premises clean. Upon completion of the work, the Offeror will remove all construction equipment and surplus materials. Any damage caused during the performance of activities will be repaired by the contractor at no additional expense to CES or its Member/PE.
11. The work area shall be cleaned in compliance with all federal, state, and local requirements, and any other criteria agreed upon by the Offeror and the CES Member/PE prior to initiation of the project.
12. The Offeror shall maintain documentation including daily logs to include:
  - a. Job progress reports detailing abatement activities, daily field activities, daily air monitoring and lab results, NESHAPS notification and regulatory agency response, daily employee containment sign in/out, visitor on-site sign in/out,
  - b. Copies of all transportation manifests, trip tickets and disposal receipts for all asbestos waste materials removed from the work area.
  - c. Maintenance documentation on respirator filter changes, HEPA vacuums, negative pressure ventilation units and other engineering controls.
  - d. Material testing conducted during the abatement for purposes of use of abatement activities (testing of encapsulate depth for penetration, testing of substitute materials for adherence to encapsulated surfaces).
  - e. Current AHERA training certificates.
13. Upon the satisfactory completion of removal and disposal process, the Offeror will provide the CES Member/PE with documentation showing that the materials were properly disposed of, together with the location of the disposal site and EPA permit number for the disposal facility.
14. If requested, the Offeror will assist the CES Member/PE in identifying and classifying surplus and/or old chemicals, janitorial supplies, compounds or other industrial waste and materials found within its facilities, science, automotive, arts/crafts, industrial arts areas, educational classrooms, storage areas or any other building identified in the scope of work. The contractor will assist the Member/PE in determining the proper method for disposing of the materials identified by preparing a written proposal clearly stating the process to be used, the disposal site to be used and all cost associated with the proposed project.

15. If requested, the Offeror will assist the CES Member/PE in identifying the most advantageous method of cleaning various types and sizes of HVAC air systems and duct work. All work performed must be by a fully trained, qualified, and certified air system cleaning specialist who has successfully taken and passed a comprehensive examination in air quality assessment, safety regulations, and heating, ventilation and air conditioning systems offered by NADCA. All waste and hazardous materials generated from the project shall be properly stored, handled, transported, and disposed of in accordance with federal, state and local requirements.
16. If requested, the Offeror will assist the CES Member/PE in identifying the most advantageous method of containment and removal of contaminated materials caused by accidents, construction or remodeling projects, mold or mildew, bird or rodent droppings or other human and animal waste, contamination by chemical seepage or improper storage or any other causes. The Offeror will prepare a written proposal clearly stating the process to be used, the disposal site to be used and all costs associated with the proposed project.
17. If requested, the Offeror will assist the CES Member/PE in identifying the most advantageous method for the removal and disposal of leaking underground fuel storage tanks. If soil contamination exists, Offeror will assist the Member/PE in developing a remediation plan for disposing of contaminated materials in accordance with EPA, federal, state, and local requirements. The Offeror will prepare a written proposal clearly stating the process to be used, the disposal site to be used and any/all costs associated with the proposed project.
18. If requested, the Offeror will assist the CES Member/PE with environmental investigation services to identify, locate, determine the source or cause, and develop the most advantageous method and plan to remediate the environmental risk observed and/or suspected to exist. The Offeror shall provide the services necessary to remove, transport and dispose of any hazardous materials identified in accordance with EPA, federal, state and local requirements. The Offeror will prepare a written proposal clearly stating the process to be utilized, the disposal site to be used and any/all costs associated to the proposed project.
19. If requested, the Offeror will assist the CES Member/PE with investigating, assessing, and developing plans relating to dealing with ground water, water well monitoring, drinking and tap water quality studies, etc. The Offeror will prepare a written proposal clearly stating the process to be utilized, the actions to be taken and any costs associated with the proposed project.
20. Upon acceptance of the Offeror's proposal to perform the work requested by the Member/PE and the receipt of a CES purchase order, the Offeror will be responsible for preparing all documentation required and submitting and receiving the proper permits from the various federal, state and local governmental agencies required to complete the scope of work as agreed to by all parties Submit a Certificate of Insurance naming CES and the CES Member/PE as additional insured, along with 60-day notice of cancellation.
21. The Offeror must comply with all current federal and state regulations/requirements:
  - a. Occupational Safety and Health Administration (OSHA)

- b. Title 29, Code of Federal Regulations, Section 1910.1001, Occupational Safety and Health Standards - Asbestos
  - c. Title 29, Code of Federal Regulations, Section 1910.134, Occupational Safety and Health Standards – Respiratory Protection
  - d. Title 29, Code of Federal Regulations, Section 1926, Safety and Health Regulations for Construction
  - e. Title 29, Code of Federal Regulations, Section 1910.1020, Access to Employee Exposure and Medical Records
  - f. Title 29, Code of Federal Regulations, Section 1910.1200, Hazard Communication
  - g. Environmental Protection Agency (EPA)
  - h. Title 40, Code of Federal Regulations, National Emission Standard for Hazardous Materials
  - i. Title 40, Code of Federal Regulations, Part 763, Asbestos
  - j. New Mexico State Construction Industries Licensing Act, 1978
22. Upon completion of the project, the Offeror will submit satisfactory proof to the CES Member/PE that required permits, site location and arrangements for transportation and disposal of the hazardous materials have been made. Submit the name of the landfill to be used for disposal and show proof that all regulations pertaining to hazardous materials disposal were met. Obtain and submit a copy of handling procedures and list of protective equipment used for hazardous material disposal at a landfill and signed by the landfill owner. A manifest will be used for this purpose.
23. When required, submit manufacturer’s certification for all equipment to be used during the removal and disposal process as proof that it is EPA certified and designed for this type of activity.
24. When rental equipment is to be used in the removal of hazardous materials or to transport contaminated waste, a written notification concerning intended use of the rental equipment must be provided to the rental agency with a copy submitted to CES Member/PE.
25. If the project is to last more than one week, submit weekly job progress reports detailing the types of activities performed. Include a review of progress with respect to previously established milestones and schedules, major problems and action taken, injury reports, equipment breakdown and bulk materials stored onsite.
26. Submit copies of all transport manifests, trip tickets and disposal receipts for all waste materials removed from the work area during the removal process. Manifests are to be notarized by the receiving agency.
27. If required by the CES Member/PE, submit daily copies of worksite entry logbooks with information on work and visitor access.
28. If required by the CES Member/PE, submit logs documenting filter changes on respirators, HEPA vacuums, negative pressure ventilation units and other engineering controls.
29. If required by the CES Member/PE, submit a binder with the following information for close-out documentation of all project activities and reports:
- a. Daily field activity reports
  - b. Daily air monitoring reports and laboratory analytical results, if required
  - c. Any CID, OSHA or EPA or regulatory agency inspection reports, site visit reports and other communications
  - d. Daily employee containment sign-in/out logs if required.
  - e. Visitor onsite sign-in/out logs

- f. Waste manifests, including EPA permit number for disposal facility.
  - g. Current medical certificates if required.
30. Visually inspect or re-inspect and assess the condition of friable known or assumed ACBM.
  31. Visually inspect material that was previously considered non friable ACBM and touch the material to determine whether it has become friable since the last inspection or re-inspection.
  32. Identify any homogeneous areas with material that has become friable since the last inspection or re-inspection.
  33. Sampling - An accredited inspector shall collect, in a statistically random manner that is representative of the homogeneous area of suspected ACM, bulk samples from each homogeneous area of friable surfacing material for testing.
  34. For each homogeneous area of newly friable material that is already assumed to be ACBM, bulk samples shall be collected and submitted for analysis in accordance with 763.86 and 763.87.
  35. Assess the condition of the newly friable material in areas where samples are collected, and newly friable materials in areas that are assumed to be ACBM. Reassess the condition of friable known or assumed ACBM previously identified.
  36. Record and submit to the designated person a copy of such information that is required under 763.85 (b) (3) (vii) within 30 days of the re-inspection.
  37. Update and/or provide the CES Member/Participating Entity a management plan and schedule (developed in accordance to federal AHERA, 40 CFR 763, to include all updates as published for the final rule and notice, and state regulation and requirements) for the re-inspection of all friable and non-friable known or assumed ACBM in each facility building that is leased, owned or otherwise used as a school or public building.
  38. Provide an inspection report with the date of the inspection signed by each accredited person making the inspection, State of accreditation, and if applicable, his or her accreditation number.
  39. Provide an inventory of the locations of the homogeneous areas where samples are collected, exact location where each bulk sample is collected and the dates that samples are collected, homogeneous areas where friable suspected ACBM is assumed to be ACM, and homogeneous areas where non-friable suspected ACBM is assumed to be ACM.
  40. Provide the name and address of each laboratory performing an analysis, the date of analysis, and the name and signature of the person performing the analysis shall be submitted to the CES Member/PE designee for inclusion into the management plan within 30 days of the analysis.
  41. Provide training for CES Member(s) or Participating Entity(s) that fulfills the requirements that EPA, DOT, and OSHA mandates for those who handle or work near hazardous substances.

## **1. General Requirements**

### **A. New Mexico Contractor license requirements:**

1. GB-98 contractor may bid and contract as the prime contractor of a project that involves work authorized by the GB-98 license classification, regardless of the percentage of work in the mechanical/plumbing and/or electrical trades. The work outside the scope of the prime contractor's license classification(s) must be subcontracted to an entity validly licensed in the appropriate classification(s).

2. If subcontractors are used to perform these and other related services, they must possess valid New Mexico contractor licenses for the services they will perform.
3. Any contract awarded under this Lot is an indefinite-quantity contract. All costs associated with preparing quotes/job orders/cost proposals shall be the responsibility of the contractor and must be based on a detailed scope of work and in compliance with one of the approved pricing methodologies.
4. The Offeror must be willing and able to demonstrate its' knowledge, understanding and experience with dealing and working with drawings, specifications and general provisions of removal and disposal of asbestos, hazardous and/or contaminated materials, construction services, remediation, restoration, and related services, related trades and utilities work which may be part of the project.
5. The Offeror must be willing, able and have the ability and capacity to include but not limited to, all labor, materials, equipment, site inspection and preparation. These services may be provided by the Offeror's own crews and staff or by subcontractors contracted and supervised by the Offeror. It should be noted that the level of the Offeror's involvement will depend on the Member's requirements.
6. For any project contracted under this RFP, the proposer must comply with the Americans with Disabilities Act (ADA) (42 USC Section 12101 et seq.) and the Americans with Disabilities Act Architectural Guidelines (ADAAG), as well as the implementing requirements, 28 CFR Part 36, Federal Register, Vol. 56, No. 144, July 26, 1991, as amended.
7. The Offeror must possess a knowledge and understanding of all federal, state, and local government codes, regulations and requirements dealing with removal and disposal of asbestos, hazardous and/or contaminated materials.
8. If any part of the design or construction work is to be performed by the CES Member or Participating Entity's architect and/or a third party not associated with the Offeror, the Offeror, prior to proceeding, must provide a signed affidavit stating that it has inspected and has accepted the work completed as meeting and/or exceeding manufacturer, industry and governmental standards and requirements. If the work is not acceptable, the Offeror must notify the Member immediately in writing stating what is not acceptable and on what this detail the reasons for the determination. was made.
9. By accepting a CES or CES Member or Participating Entity purchase order and executing the construction contract, the Offeror acknowledges that he has visited the site, has familiarized himself with the local conditions under which the work is to be performed, and understands the scope of work as defined in the contract documents and the product specifications requested.
10. The cost for temporary utility services electrical, water, gas, etc., that is utilized during the construction process will be identified and agreed upon in writing by the CES Member or Participating Entity. Utility services (electrical, water, gas, etc.) utilized by the contractor to maintain a project office trailer, maintenance shop, storage facilities, security lighting, etc., will be the responsibility of the contractor and can only be transferred to the CES Member or Participating Entity on written agreement specifically stating what contractor's utilities it will be responsible for. Copies of such agreements shall be provided to CES prior to a CES purchase order being issued.
11. The Offeror is responsible for ensuring that any the proposed project's design and construction drawings as a result of this RFP clearly indicate, identify and communicate

the products, services and testing that must be provided to deal with existing site conditions and that the components and installation of systems are in accordance and comply with applicable federal, state and local rules and regulations including the State of New Mexico building codes and requirements.

12. All work will be in compliance with OSHA safety requirements and any additional applicable federal, state, or local safety requirements. When specifications or the scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the CES Member or Participating Entity representative of the situation. The contractor will not construct any sub-assemble, structure, or device or produce any condition that intentionally violates a health, safety or UBC code or safety standard.
13. The Offeror shall make its' own site visit to fully acquaint themselves with the site, existing facilities, and utilities, and shall fully understand the difficulties and restrictions attending the execution of the work under this RFP. Offeror shall advise the Member in writing and receive its' acceptance of any restrictions and/or anticipated difficulties prior to accepting a contract to do the individual project.
14. All material shall be guaranteed to the extent that:
  - a. Installed in accordance and the manufacturer's specifications.
  - b. Will perform as specified per the manufacturer's specifications.
15. The Contractor shall maintain accurate and complete records, files, and documents to include state and local laws, ordinances, rules, regulations, manufacturers' instructions, and recommendations which are necessary and related to the work to be performed.
16. The Contractor will clearly identify each individual product and service and its cost in accordance with the pricing methodology as allowed in this RFP. A detailed price and cost submittal with all options that need to be considered will be submitted to the CES Eligible Agency in the format required by this RFP.
17. Upon execution of a contract the prime Contractor for a project with a value Twenty-Five Thousand Dollars (\$25,000) or more, shall provide AIA Document 312-2010 Performance and Payment bonds in an amount equal to one hundred percent (100%) of the Job Order Amount to CES Member/Participating Entity. These bonds will protect all persons supplying labor and materials and the performance of the prime Contractor for the work provided per the contract. The prime Contractor will deliver AIA Document 312-2010 performance and payment bonds in the name of the CES Member or Participating Entity at contract execution. Copies of the bonds must be provided to CES within five business days of the Contractor's receipt of the CES purchase order.
18. The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information to the CES Member/ Participating Entity. The Contractor will provide materials lists to include model, trade names and brand names and ratings (if applicable) for all materials necessary to complete the job. If CES or the CES Member/ Participating Entity requests any information, the records and files will be made available to them.
19. On the acceptance of the project proposal, the Contractor and the CES Member/ Participating Entity will need to create and file all required documents with CES, with all appropriate state and local governing authorities, and acquire permits and authorization. If required, the Contractor will complete and sign a CES third-party agreement between the buyer, Contractor, and Member or Participating Entity (owner). If an additional contract is completed between the Contractor and CES, the CES

Member or Participating Entity, the Contractor will submit a copy of the signed contract along with its project and cost proposal to CES. CES will verify the pricing to be in accordance with the RFP pricing and will issue a CES purchase order to the Contractor.

20. The Contractor must provide the CES Member or Participating Entity with a complete scope of work which includes a description of the work to be performed by the Contractor, the subcontractor, and the owner prior to the issuance of a purchase order.
21. In any contract between the Contractor and CES Member or Participating Entity based on this RFP, the terms and conditions of the RFP will prevail.
22. The Contractor, upon receipt of the CES purchase order, will provide CES with a copy of any applicable performance and payment bonds for the Contractor and any subcontractors, finalized project timelines, schedules of values, the NMDWS paperwork and additional required documents.
23. The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties (a minimum of one (1) year), the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to CES and its Members and are in addition to and do not limit any rights afforded to CES and its Members by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

### **3. QUALITY CONTROL**

1. The Offeror shall make its' own site visit to fully acquaint themselves with the service area, existing facilities, and utilities, and shall fully understand the difficulties and restrictions attending to the execution of the work under this RFP. The Offeror shall advise the CES Member or Participating Entity in writing and receive its' acceptance of any restrictions and/or anticipated difficulties prior to accepting a contract to provide the waste management services requested.
2. All products/materials shall be guaranteed to the extent that:
  - i. Will perform as specified per the manufacturer's specifications.
3. Limited Warranty
  - i. The Offeror agrees that the products, supplies, or services furnished shall be covered by the most favorable commercial warranties (a minimum of one (1) year) (as applicable) the Offeror gives for such to any customer for such products, supplies or services. Defective components will be repaired or replaced on a factory exchange basis. Exclusions include, but are not limited to, accidents, neglect, abuse, misuse, or natural disasters. Details available on request.

### **PRICING METHODOLOGIES –**

#### **RSMeans Construction Procurement Catalog Pricing Methodology**

1. The Offeror responding to this Lot will be required to use the current version of the RSMMeans Construction Procurement Catalog to prepare a cost proposal covered by this Lot.
  - a. The RSMMeans Construction Procurement Catalog pricing method is to be the primary method for pricing projects covered by this Lot.
  - b. When utilizing the RSMMeans Construction Procurement Catalog pricing methodology, there are options that can be established that will govern how individual construction cost items can affect and modify the individual item's costs as a global setting and will determine the actual item's cost that appears on the project's price proposal. All such options must be disclosed and noted within the Offeror's cost submittal response.
  - c. The individual item's cost shown in the RSMMeans Construction Procurement catalog indicates the materials, equipment, labor, overhead and profit that will be charged the Owner for the construction item.
  - d. All products and services required to complete the project's detailed scope of work provided must be listed.
  - e. The Contractor must, for each individual cost item shown on their cost proposal, identify any of the RSMMeans factors that are applicable.
  - f. A current edition of the RSMMeans Construction Procurement Catalog shall be utilized for the response to the RFP. A new edition is published every quarter throughout the calendar year with adjustments and updates to reflect current material costs, equipment costs, labor rates, market conditions, etc., and are included in the new addition and will limit the need for item prices to be adjusted. If a price increase occurs during the year that significantly affects the industry, the Contractor may request CES' approval for an adjustment.
  - g. The quantity or unity of measure, of a product or service must accurately represent the required need.
  - h. A subtotal of all the items selected will be presented and the Contractor's multiplier/factor awarded for the region will be applied to arrive at the project cost.
  - i. Contractor's RSMMeans factor, as part of the Offeror's response to this Lot, it will propose a factor that will be applied to the RSMMeans Construction Procurement Catalog construction cost proposal to reflect the additional Contractor's costs to prepare for, mobilize, take possession of, secure and take control of the construction site, and to manage, supervise and complete all activities required by the project and the CES one and one quarter percent (1.25%) administrative fee.
  - j. **The Offeror's factor must include all general condition items and the CES one and one quarter percent (1.25%) administrative fee.**
  - k. Since all mobilizations, transportation and travel costs for both the contractor and its subcontractor's personnel are to be included in the Offeror's factor, if the Offeror intends to service CES procurement regions other than the region in which Offeror is located and intends to utilize subcontractor's that are not located in the CES procurement region where the project is located, the Offeror must take into consideration all of these variables and appropriately allow for them in its factor for each region it intends to serve.
  - l. The Offeror will propose a factor for each of the CES procurement regions it intends to serve. This factor will be expressed as a whole number plus three (3)

decimals places. For example, if the Offeror proposes (0.925) and the project's construction quote/cost proposal subtotal is ten thousand (\$10,000) dollars, then the calculation would be (\$10,000 multiplied by 0.925 equals \$9,250) total construction costs. If the Offeror proposes (1.125) and the project's construction quote/cost proposal subtotal is ten thousand (\$10,000) dollars, then the calculation would be \$10,000 multiplied by 1.125 would equal \$11,250 for total construction costs.

m. The Offeror will propose the following factors for each CES procurement region it intends to service. The Offeror may propose factors that are the same for all regions or may vary between regions.

n. Provide Fixed Hourly Rates to be used in your Price Proposal as follows:

**i. Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Monday-Friday) (Outside Tribal Lands).**

1. One for work in normal hours when the total project cost (job order) in excess of \$60,000, requiring state wage rates.
2. One for work in normal hours when the total project cost (job order) is less than \$60,000 and does not require state wage rates.

**ii. Other Than Normal Working Hours (Defined as all hours not defined as normal hours above) (Outside Tribal Lands).**

1. One for work in other than normal working hours when the total project cost (job order) in excess of \$60,000, requiring state wage rates.
2. One for work in other than normal working hours when the total project cost (job order) is less than \$60,000 and does not require state wage rates.

**iii. Project Funded by Federal Funds or on Tribal Lands Performed During Normal Working Hours (Defined as 7:00 a.m. to 5:00 p.m. Monday-Friday)**

1. One for work in normal working hours when the total project cost (job order) is in excess of \$2,000, requiring federal wage rates.
2. One for work in normal working hours when the total project cost (job order) is less than \$2,000 and does not require federal wage rates.

**iv. Project Funded by Federal Funds or on Tribal Lands Performed Outside Normal Working Hours (Defined as all hours not defined as normal hours above)**

1. One for work in other than normal working hours when the total project cost (job order) is in excess of \$2,000, requiring federal wage rates.
2. One for work in other than normal working hours when the total project cost (job order) is less than \$2,000 and does not require federal wage rates.

**Note:** Factors c) and d) are utilized for projects funded by federal funds and require Davis Bacon Wage Rates or for projects located on tribal lands.

3. Cost of permits, performance and payment bond costs, tribal taxes and New Mexico Gross Receipt Taxes are shown as separate line items on the cost proposal.
4. All adjustment factors are expressed as an increase or decrease from the published prices.
5. When offering an adjustment factor, the Offeror must include in its factor:
  - a. All general cost (General Conditions) such as home office overhead; all types of insurance, fringe benefits, payroll taxes, worker's compensation etc.; site visits; project meetings and owner support services; project development; project office staff, supplies, equipment, and paperwork; inspection and testing fees; training; supervision; JOC System License Fee; project mobilization and close-out and other related costs.
  - b. Plan Checking and Permit Fees: Include as part of the response any plan checking fee as charged by any municipality, county, or state government (or any other applicable entity or agency with jurisdiction over the project) for checking contract documents prior to obtaining a building permit. Include in your response all costs incurred for permits relating to this requirement.
  - c. The Contractor cost for Payment and Performance Bonds shall be listed as a line item in each proposal in excess of \$25,000.

**Note:** Offerors and Subcontractors whose home location is in one region and the project is in another must build into their adjustment factor the above costs associated for doing projects in other regions. No general conditions relating to the above items will be allowed in a project's proposal unless it is submitted and approved in advance by the CES Eligible Agency CES.

**o. Performance and Payment Bond Costs**

Required for construction projects over \$25,000.00. This represents the cost the vendor incurs to provide a performance and payment bond to the Member for an individual project when it is required. The Offeror is to indicate the percentage rate charged on the total cost of an individual project to obtain a bond, and the documentation to substantiate the rate, that is, two percent (2%).

**p. Alternative Methods of Costing O/P**

Used for those items that cannot be priced using the RSMMeans pricing method, including sole source items. Offeror is to indicate the percent of overhead, or markup, to be added to these costs to obtain the standard cost on which the CES discount can be taken to achieve the CES price.

**q. CES Discount off Alternative Costing**

To obtain CES prices for those items that cannot be priced using the JOC Core pricing method. This represents the Offeror's discount % that is taken off the standard cost to obtain the CES price. Example: an item costs \$1,000, percent of profit and overhead of

20% equals standard price of \$1,200, less the CES discount of 10% or \$120 equals the CES price of 1,080.

r. **Discounts Provided on Price Lists and Catalogs**

This represents the average discount provided by the Offeror on stated prices.

s. **Offeror's Support for CES Pricing**

This is the same % Discount as Offeror has stated on the Mandatory Form in the RFP documents.

ATTACHMENT B  
TO  
ACCEPTANCE OF PROPOSAL AND OFFER  
AND CONTRACT AWARD

PRICING

All pricing including updates/changes must be uploaded through the vendor portal in the eProcurement System for review and approval by CES.

A Price List/Pricing: The Offeror will upload through the vendor portal electronic copies of or provide electronic access to the approved current price list(s) for products and services offered under this solicitation (RFP) upon execution of this contract. The Offeror must keep current all pricing for any contract issued as a result of this solicitation. Should the Offeror fail to update pricing with CES, the Offeror shall honor their pricing on file with CES at the time of their quote submittal to the CES Member/Participating Entity. Discounts off the current price list are permitted and must remain firm throughout the life of the contract. Discount off list price must be clearly noted in the price quote to the member. All pricing must include the CES administration fee.

B New Technology and Products: New products or related services announced by manufacturer and/or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other product(s); is substantially superior to the original product(s) offered; is discounted in a similar or to a greater degree; and if the product(s) meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. CES is responsible for approving any product, service or technology for this contract. CES can reject any approved additions, any new product, service or technology for this contract, without cause.

C Price Quote/Proposal: When preparing a quote/proposal under a CES awarded contract, the Offeror must clearly identify and break out quantities, descriptions, supplies, materials, equipment and services into individual line items as they appear on the Offeror's awarded price schedule or pricing methodology. At a minimum all quotes or proposals shall include the following: description, "hourly labor rate or the list/catalog unit price", "the per cent discount offered" and the final "CES price". All stated prices must include the CES one point two five percent (1.25%) administrative fee. Shipping/Freight costs and the New Mexico Gross Receipts Tax as applicable must be stated in separate lines.

D Price Reduction, Promotional and Special Pricing: A price reduction can be offered at any time and will become effective upon approval by CES. CES reserves the right to approve or disapprove such requests.

E Price Increases: Anytime during the life of the contract, pricing can be updated (increased/decreased) with proper justification letter from the manufacturer or distributor thereof and will become effective upon approval by CES. CES reserves the right to approve or disapprove

such requests.

F Price Surcharges: Depending on current market conditions, surcharges may apply as approved by CES.







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/31/2024

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

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

<b>PRODUCER</b> Brown & Brown Insurance Services, Inc. PO Box 94450  Albuquerque NM 87199		<b>CONTACT NAME:</b> Kim Haines <b>PHONE (A/C, No, Ext):</b> (505) 821-5888 <b>E-MAIL ADDRESS:</b> kimberlee.haines@bbrown.com		<b>FAX (A/C, No):</b>
<b>INSURED</b>  Keers Facility Services, LLC 5904 Florence Ave NE  Albuquerque NM 87113		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Nautilus Insurance Company		17370
		<b>INSURER B:</b> Key Risk Insurance Company		10885
		<b>INSURER C:</b> Great Divide Insurance Company		25224
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			ECP2040046-11	04/01/2024	04/01/2025	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>			BAP2040037-11	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
								\$	
	<input type="checkbox"/> <b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$	
	<input type="checkbox"/> <b>EXCESS LIAB</b>						AGGREGATE	\$	
	DED	RETENTION \$						\$	
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WCA2040038-11	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y	N / A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
A	Pollution/Professional-Claims Made			ECP2040046-11	04/01/2024	04/01/2025	Per Claim	\$1,000,000	
							Aggregate	\$2,000,000	
							Deductible	\$5,000	

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

- Remediation On-Call
- Point of contact: Caryn Grosse, Facilities Division


### CERTIFICATE HOLDER

City of Santa Fe  
PO Box 909  
  
Santa Fe NM 87504

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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**From:** [DUTTON-LEYDA, TRAVIS K.](#)  
**To:** [GABALDON, RACHEL D.](#); [Purchasing DET](#)  
**Cc:** [BURNETT, SAM](#); [CALABAZA, DEALVA X.](#); [GROSSE, CARYN L.](#)  
**Subject:** RE: SOW Determination- Remediation  
**Date:** Monday, April 22, 2024 3:30:47 PM  
**Attachments:** [image003.png](#)

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Greetings,

The scope of work as written would be General Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) ([mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
  - IT components - [ereview@santafenm.gov](mailto:ereview@santafenm.gov)
  - Vehicles – [dmjaramillo@santafenm.gov](mailto:dmjaramillo@santafenm.gov)
  - Grants - [mtbonifer@santafenm.gov](mailto:mtbonifer@santafenm.gov); [cmthompson@santafenm.gov](mailto:cmthompson@santafenm.gov)
  - Facilities, Furniture, Fixture, Equipment - [jsburnett@santafenm.gov](mailto:jsburnett@santafenm.gov)
- Ensure that the appropriate templates and forms are used [https://intranet.santafenm.gov/finance\\_1](https://intranet.santafenm.gov/finance_1) and documented [procedures/laws/rules](#) are followed. \_
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the

subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.

- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.
  - <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
  - <https://naspo.valuepoint.org/categories/>
  - <https://www.omniapartners.com/publicsector/contracts>
  - <https://www.buyboard.com/home.aspx>
  - <https://www.h-gac.com/Home>
  - <https://www.gsaelibrary.gsa.gov/>
  - <https://www.sourcewell-mn.gov/contract-search>
  
- Submit or send your request to the appropriate MS Teams channel or email address:
  - RFPs requests to <https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
  - ITBs requests to <https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
  - Determination requests to [purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov)
  - And all other requests to [purchasing@santafenm.gov](mailto:purchasing@santafenm.gov)

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda  
Chief Procurement Officer  
City of Santa Fe  
200 Lincoln Avenue  
Santa Fe, NM 87501  
505-629-8351  
[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)

<https://santafenm.gov/finance-2/purchasing-1>

Internal Link: [https://intranet.santafenm.gov/finance\\_1](https://intranet.santafenm.gov/finance_1)



Vision without action is merely a dream.  
Action without vision passes the time.  
Vision with action can change the world. ~ Joel A. Barker

---

**From:** GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>  
**Sent:** Monday, April 22, 2024 11:20 AM  
**To:** Purchasing DET <purchasing\_det@santafenm.gov>  
**Cc:** BURNETT, SAM <jsburnett@santafenm.gov>; CALABAZA, DEALVA X. <dxcalabaza@santafenm.gov>; GROSSE, CARYN L. <clgrosse@santafenm.gov>  
**Subject:** SOW Determination- Remediation

Good morning Travis,

I am requesting a determination on the following scope of work:

- 1) Removal and Disposal of Asbestos Hazardous and or Contaminated Goods and Materials, Inspection/Re-Inspection, Sampling, analysis and Remediation, restoration and Related Services.
- 2) Removal of hazardous materials, including asbestos containing building materials, toxic mold containing building materials, and biohazards including pigeon feces at various locations.
- 3) Engineering controlled removal methods to be utilized during remediation activities, as required by appropriate regulatory agencies.
- 4) All hazardous waste, including asbestos waste will be disposed of in compliance with all Occupational Safety and Health Administration (OSHA), National Emission Standards for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA), and Department of Transportation (DOT) Federal Regulations and any other applicable regulations.
- 5) Testing and engineering shall be performed as needed or required by appropriate regulatory agencies.
- 6) Miscellaneous Trash Clean Up.

Thank you,

*R. Denise Gabaldon, CPO*

Contracts Administrator | CIP & Facilities Division | Public Works Dept.

Website: [www.santafenm.gov](http://www.santafenm.gov)

Email: [rdgabaldon@santafenm.gov](mailto:rdgabaldon@santafenm.gov)

Mobile: (505) 795-2439

Office: (505) 955-5934



CITY OF SANTA FE

**From:** [Matt Loehman](#)  
**To:** [KAHAHANE, ELIZABETH L.](#)  
**Subject:** Re: Horizons Determination – Remediation On-Call Services  
**Date:** Wednesday, October 30, 2024 3:58:28 PM  
**Attachments:** [image001.png](#)

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CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Lisa,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

**Matt Loehman**  
**Executive Director**

**Horizons of New Mexico**  
6121 Indian School Rd. NE, Suite 220  
Albuquerque, NM 87110

office phone: (505) 345-1540  
email: [mloehman@horizonsofnewmexico.org](mailto:mloehman@horizonsofnewmexico.org)  
web: [www.horizonsofnewmexico.org](http://www.horizonsofnewmexico.org)

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Wed, Oct 30, 2024 at 3:55 PM KAHAHANE, ELIZABETH L.  
<[elkahahane@santafenm.gov](mailto:elkahahane@santafenm.gov)> wrote:

Hello Matt,

The City of Santa Fe is seeking a Horizons Determination for the following Scope of Work:

- Removal and Disposal of Asbestos Hazardous and or Contaminated Goods and Materials, Inspection/Re-Inspection, Sampling, analysis and Remediation, restoration

and Related Services.

- Removal of hazardous materials, including asbestos containing building materials, toxic mold containing building materials, and biohazards including pigeon feces at various locations.
- Engineering controlled removal methods to be utilized during remediation activities, as required by appropriate regulatory agencies.
- All hazardous waste, including asbestos waste will be disposed of in compliance with all Occupational Safety and Health Administration (OSHA), National Emission Standards for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA), and Department of Transportation (DOT) Federal Regulations and any other applicable regulations.
- Testing and engineering shall be performed as needed or required by appropriate regulatory agencies.
- Miscellaneous Trash Clean Up.

Please let me know if you have any questions.

Thanks!

**Best,**

**Elizabeth “Lisa” Kahahane**

Contracts Administrator | Facilities Division | Public Works Dept.

Email: [elkahahane@santafenm.gov](mailto:elkahahane@santafenm.gov)

M: (505) 795-2439

O: (505) 955-5934













# Contract Packet\_Keers Remediation\_CW on-call\_10 30 2024\_CG SSD1 ELK5

Final Audit Report

2025-02-21


Created:	2025-02-19
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkt1157pyLWlbZ2wrvm1ePOyNVwATvnlD

## "Contract Packet\_Keers Remediation\_CW on-call\_10 30 2024\_CG SSD1 ELK5" History

-  Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)  
2025-02-19 - 0:14:19 AM GMT- IP address: 63.232.20.2
-  Document emailed to CARYN GROSSE (clgrosse@santafenm.gov) for signature  
2025-02-19 - 0:18:03 AM GMT
-  Email viewed by CARYN GROSSE (clgrosse@santafenm.gov)  
2025-02-19 - 3:52:21 PM GMT- IP address: 104.47.64.254
-  Document e-signed by CARYN GROSSE (clgrosse@santafenm.gov)  
Signature Date: 2025-02-19 - 3:52:32 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature  
2025-02-19 - 3:52:36 PM GMT
-  Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)  
2025-02-19 - 3:52:49 PM GMT- IP address: 174.240.22.15
-  Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)  
Signature Date: 2025-02-19 - 3:53:20 PM GMT - Time Source: server- IP address: 174.240.22.15
-  Document emailed to rawheeler@santafenm.gov for signature  
2025-02-19 - 3:53:23 PM GMT
-  Email viewed by rawheeler@santafenm.gov  
2025-02-21 - 7:12:44 PM GMT- IP address: 104.47.65.254
-  Signer rawheeler@santafenm.gov entered name at signing as RW  
2025-02-21 - 7:13:06 PM GMT- IP address: 63.232.20.2

 Document e-signed by RW (rawheeler@santafenm.gov)

Signature Date: 2025-02-21 - 7:13:08 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2025-02-21 - 7:13:08 PM GMT