



The Purchasing Memo

Date: December 2, 2025

To: Governing Body

From: Sebastian Gallegos, Airport Project Manager *SFG*

Via: Jimmy Gunn, Interim Airport Director ^{JG}
James Garduno, Airport Project Manager

Subject: HEI On-Call Construction Services

Vendor Name: HEI Inc

Vendor Number: 2385

ACTION:

Request for Approval of an On-Call Price Agreement with HEI Inc. in the Total Amount of \$10,000,000 Including NMGRT for Construction Services for a Term of 2 Years. (Sebastian Gallegos, Project Manager, sfgallegos@santafenm.gov)

CONTRACT NUMBER:

The FY26 Munis Contract Number is 3260188.

BACKGROUND AND SUMMARY:

On-call Construction Service is directed towards specialization in new construction, renovations, remodeling, repairs, and emergency response services. HEI is a dependable, on-demand construction support ensuring projects are completed on time, within budget, and to the highest standards of workmanship. Recognizing a growing demand for dependable construction services that respond quickly to project timelines and emergency needs, On-call positioned itself as a responsive and flexible contractor capable of handling a broad range of construction and renovation projects. HEI comprises itself with seasoned professionals with years of experience in general contracting, project management, site supervision, and skilled trades. By combining hands-on expertise with a customer-first approach, we have built a reputation for professionalism, integrity, and consistent delivery.

ATTACHMENTS:

Construction Contract
Statewide Price Agreement
Certificate of Insurance

FUNDING SOURCE:

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

Budget Officer/Designee: Andy Hopkins Date: 12/16/2025
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement
The State Wide Price Agreement #40-00000-23-00034 which expires on 12/28/2025

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano Date: 12/16/2025
CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____


Treasury/Point of Sale Components included? Yes | No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

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

Approval:  _____ Title: Interim Public Works Director Date: 12/15/2025
Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Capital Asset or Project? Yes | No

Project Ledger Number _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
51 Vendors

Number: 40-00000-23-00034

Amendment No.: Two

Term: December 29, 2023 – December 28, 2025

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local
public bodies allowed by law.

Procurement Specialist: Yvette Anaya *ya*

Telephone No.: (505) 500-9737

Email: Yvette.anaya@gsd.nm.gov

Invoice:
As Requested at Time of Order

Title: **General Construction Services**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from December 29, 2024 to December 28, 2025 at the same price, terms and conditions.

This amendment is issued to reflect the following effective immediately. See Attached pages for vendor information and pricing escalation for (BF) B & D Industries, Inc.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 12/26/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

B&D Industries, Inc. (AF)					
Column1	Item	UOM	Description	Current Rate	New Rate
Under \$60,000	1	Hour	Superintendent, regular hours	\$ 105.00	\$ 105.00
Under \$60,000	2	Hour	Superintendent, after hours	\$ 120.00	\$ 120.00
Under \$60,000	3	Hour	Journeymen/Experienced Worker, regular hours worked	\$ 90.00	\$ 95.77
Under \$60,000	4	Hour	Journeymen/Experienced Worker, after hours worked	\$ 110.00	\$ 117.05
Under \$60,000	5	Hour	Laborer, regular hours worked	\$ 75.00	\$ 78.81
Under \$60,000	6	Hour	Laborer, after hours worked	\$ 95.00	\$ 99.83
Over \$60,000	7	Hour	Superintendent, regular hours	\$ 105.00	\$ 100.00
Over \$60,000	8	Hour	Superintendent, after hours	\$ 120.00	\$ 115.00
Over \$60,000	9	Hour	Journeymen/Experienced Worker, regular hours worked	\$ 90.00	\$ 95.77
Over \$60,000	10	Hour	Journeymen/Experienced Worker, after hours worked	\$ 110.00	\$ 117.05
Over \$60,000	11	Hour	Laborer, regular hours worked	\$ 75.00	\$ 78.81
Over \$60,000	12	Hour	Laborer, after hours worked	\$ 95.00	\$ 99.83
All Projects	13	Hour	Diagnosis, project estimates, troubleshooting	\$ 90.00	\$ 95.77
All Projects	14	%	Discount of all parts	0%	0%
All Projects	15	Day	Daily per diem rate for overnight stay as needed including dinner & breakfast per person	\$ 175.00	\$ 175.00
All Projects	16	Mile	One way per mile cost, per vehicle	\$ 0.66	\$ 0.66

Certificate Of Completion

Envelope Id: F7054613-D4F6-4F51-88B2-8AAEDECCEAAACE

Status: Completed

Subject: Please DocuSign: SPD SPA 40-00000-23-00034 A002

Source Envelope:

Document Pages: 2

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Yvette Anaya

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

yvette.anaya@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Yvette Anaya

Location: DocuSign

12/26/2024 9:17:13 AM

yvette.anaya@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: General Services Department

Location: DocuSign

Signer Events

Signature

Timestamp

Michael Saavedra

Sent: 12/26/2024 9:18:36 AM

michael.saavedra@gsd.nm.gov

Viewed: 12/26/2024 9:22:41 AM

IT and Const. Bureau Chief

Signed: 12/26/2024 9:22:54 AM

New Mexico General Services

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Accepted: 6/4/2020 11:04:51 AM

ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Yvette Anaya

Sent: 12/26/2024 9:22:55 AM

yvette.anaya@gsd.nm.gov

Viewed: 12/26/2024 9:23:41 AM

Executive Procurement Officer

Signed: 12/26/2024 9:23:53 AM

New Mexico General Services

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dorothy Mendonca

Sent: 12/26/2024 9:23:54 AM

dorothy.mendonca@gsd.nm.gov

Resent: 12/26/2024 12:27:24 PM

SPD Division Director / State Purchasing Agent

Resent: 12/26/2024 1:29:33 PM

General Services Department

Viewed: 12/26/2024 2:08:42 PM

Signing Group: 35000 - State Purchasing Agent

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 98.60.107.202

Signed: 12/26/2024 2:08:49 PM

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 4/14/2023 7:24:59 AM

ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/26/2024 9:18:36 AM
Certified Delivered	Security Checked	12/26/2024 2:08:42 PM
Signing Complete	Security Checked	12/26/2024 2:08:49 PM
Completed	Security Checked	12/26/2024 2:08:49 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPInfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:
2 Vendors

Number: 40-00000-23-00034

Amendment No.: One

Term: December 29, 2023 – December 28, 2024

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Tami Concha *TC*

Telephone No.: (505) 660-3671

Email: Tami.Concha@gsd.nm.gov

Invoice:
As Requested at Time of Order

Title: General Construction Services

This amendment is to be attached to the respective Price Agreement and become a part thereof.

To include Vendor ID Numbers for Vendors (BK) 0000177821 S&G Construction, LLC and (BP) 0000178262 Villalobos Builders, LLC.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 3/27/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

Certificate Of Completion

Envelope Id: E0365BB09F8D4B71AA3D06C8EEDCCDE7	Status: Completed
Subject: Please DocuSign: 40-00000-23-00034 General Construction A001	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Tami Concha
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	Tami.Concha@gsd.nm.gov
	IP Address: 164.64.62.10

Record Tracking

Status: Original	Holder: Tami Concha	Location: DocuSign
3/27/2024 1:49:34 PM	Tami.Concha@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

Signer Events

Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov IT and Const. Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None), Login with SSO	Sent: 3/27/2024 1:51:09 PM Viewed: 3/27/2024 1:51:34 PM Signed: 3/27/2024 1:51:46 PM
<i>MS</i>	
Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:
Accepted: 6/4/2020 11:04:51 AM
ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Tami Concha tami.concha@gsd.nm.gov Const. Supervisor New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	<i>TC</i>	Sent: 3/27/2024 1:51:47 PM Viewed: 3/27/2024 1:52:02 PM Signed: 3/27/2024 1:52:07 PM
Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	<i>Dorothy Mendonca</i>	Sent: 3/27/2024 1:52:08 PM Viewed: 3/27/2024 1:54:18 PM Signed: 3/27/2024 1:54:22 PM
Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10		

Electronic Record and Signature Disclosure:
Accepted: 4/14/2023 7:24:59 AM
ID: 51f6380f-50f7-4227-afb5-572b373dfb7c

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	3/27/2024 1:54:18 PM
Signing Complete	Security Checked	3/27/2024 1:54:22 PM
Completed	Security Checked	3/27/2024 1:54:22 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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E. All notices and disclosures will be sent to you electronically

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G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

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(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPInfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

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<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

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- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



State of New Mexico General Services Department Statewide Price Agreement

Awarded Vendor:
51 Awarded Vendors, See Pages 6-14 for Detail

Price Agreement Number: **40-00000-23-00034**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: **Tami Concha** *JC*

Telephone No.: **(505) 660-3671**

Email: **Tami.Concha@gsd.nm.gov**

Invoice:
As Requested at Time of Order

Title: **General Construction Services**

Term: **December 29, 2023 thru December 28, 2024**

This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.

Accepted for the State of New Mexico

Natalia Martinez

Date: 12/29/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

× **This Agreement was signed on behalf of the State Purchasing Agent**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 40-00000-23-00034

Page-2

Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor 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 Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

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

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico

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Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency 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 Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with

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due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000073450

3 B Builders, Inc.
 1770 Hamilton Ln
 Bosque Farms, NM 87068
 Matthew Budagher (505) 553-0544
 matt.3builders@gmail.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 3039120140518
License: 352730

(AB) 0000053415

Advanced Environmental Solutions, Inc.
 2318 Roldan Drive
 Belen, New Mexico 87002
 Andy Saiz (505) 450-8953
 asaiz@aesnm.com

Payment Term: Net 30 Days
Delivery: Per Contract Specs
Public Works: 74620050716
License: 83422

(AC) 0000107401

All Rite Construction, Inc.
 dba RiteCon
 PO Box 67904
 Albuquerque, NM 87193
 Meshach Alvarado (505) 344-7663
 meshach@ritecon.com

Payment Term: Net 30
Delivery: FOB
Public Works: 3057620140914
License: 82136

(AD) 0000009253

Allied Electric, Inc.
 PO Box 28430
 Santa Fe, NM 87592-8430
 George Maestas (505) 660-1327
 george@alliednm.com

Payment Term: Net 30
Delivery: As Requested by owner
Public Works: 1365320100416
License: 351269

(AE) 0000054601

AnchorBuilt, Inc.
 PO Box 27688
 Albuquerque, NM 87125
 Raymond Zamora 505.342.2452
 ray.zamora@anchorbuilt.com

Payment Term: Net 30
Delivery: Destination
Public Works: 2492520120713
License: 81458

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(AF) 0000046277

B & D Industries, Inc.
PO Box 561617
Denver, CO 80256
Jamie Westerfield 505-332-9841
jwesterfield@banddindustries.com

Payment Term: Net 30
Delivery: F.O.B. Destination
Public Works: 191702011629
License: 1426

(AG) 0000083208

Boyd Construction, LLC
1000 Cordova Pl. #987
Santa Fe, NM 87505
Lawrence Boyd 505 699-4787
Lboyd1888@aol.com

Payment Term: Net 30
Delivery: 1000 Cordova Pl 987 Santa Fe, NM 87505
Public Works: 26114334852023
License: 411057

(AH) 0000051994

Classic Industries, Inc.
P.O. Box 434
Dona Ana, NM 88032
Richard J. Lara 575-523-2053
office@classicindincnm.com

Payment Term: Net 30
Delivery: As requested per requirements per award
Public Works: 897720090125
License: 55595

(AI) 0000174779

Colt Builders, Inc.
5304 Raton HWY
Des Moines, New Mexico 88418
Lonnie Cruz 505-850-3312
lonnie@coltbuildersinc.com

Payment Term: Net 30
Delivery: Destination
Public Works: 28141371662017
License: 92919

(AJ) 0000138100

Consolidated Builders of NM, LLC
PO Box 26785
Albuquerque, NM 87125
Manuel Apodaca 505 873 6139
consolidatedbuilders@comcast.net

Payment Term: Net 30
Delivery: 116 Veranda Rd NW
Albuquerque, NM 87107
Public Works: 2548820121019
License: 59613

(AK) 0000170527

Cordova Contracting & Development, LLC
7411 Hancock Ct. NE
Albuquerque, NM 87109
Mark A. Cordova (505) 243-9675
purchasing@cordovallc.com

Payment Term: Net 30
Delivery: As requested.
Public Works: 25224592712018
License: 85391

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(AL) 0000116075

Davenport Construction Management LLC
 141 Camino de las Crucitas
 Santa Fe NM 87501
 Mitchel Davenport 505-660-7105
 mitch@dcmnm.com

Payment Term: Net 30
Delivery: 3201 Mercantile Court, Suite A
 Santa Fe NM 87507
Public Works: 2901220130531
License: 369676

(AM) 0000170503

Elite Communications & Construction LLC
 1950 Bosque Farms Blvd
 Bosque Farms, NM 87068
 Gabe Trujillo 505-295-8000
 gabe@elitenm.com

Payment Term: Net 30
Delivery: As requested, job site, or yard location at
 1950 Bosque Farms Blvd
 Bosque Farms NM 87068
Public Works: 28148871042020
License: 391781

(AN) 0000049445

ESA Construction, Inc.
 3435 Girard Blvd. NE
 Albuquerque, NM 87107
 Steven C. Pannell 505-884-2171 X102
 spannell@esaconstruction.com

Payment Term: Net 30
Delivery: As required by contract or purchase order.
Public Works: 13420060701
License: 28493

(AO) 0000043596

First Mesa Construction, Inc.
 PO Box 92258
 Albuquerque, NM 87199-2258
 Scott Butterbaugh (505) 250-1468
 scott@firstmesa.net

Payment Term: Net 30
Delivery: As Requested
Public Works: 2545020121012
License: 59346

(AP) 0000086357

Four Winds Mechanical HTC/AC
 8915 Adams ST NE, Suite B
 Albuquerque, NM 87113
 Chualing "Lynn" Armijo 505-908-0090
 lynn@4windsmechanical.com

Payment Term: Net 30
Delivery: 24 hours
Public Works: 2885820130507
License: 82333

(AQ) 0000049692

Franken Construction Company, Inc.
 1025 Douglas Avenue
 Las Vegas, NM 87701
 Brent Franken 505-429-1962
 brentfranken@frankenconstruction.com

Payment Term: Net 30
Delivery: Contractors Yard or Jobsite Address
Public Works: 3045220140628
License: 7750

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(AR) 0000154826

Fulcrum Contracting LLC
 5400 Sanban Drive
 Las Cruces, NM 88005
 Robert Macias 575-496-2802
 robert@fulcrum-contracting.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 28522410262020
License: 402807

(AS) 0000090285

GM Emulsion LLC
 5935 Agua Fria Street,
 Santa Fe, NM 87507
 Fred Marquez 505-471-9981
 fred@gmemulsion.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 2461320120530
License: 370602

(AT) 0000141388

GME General Building LLC
 3225 Richard's Lane Unit A
 Santa Fe, New Mexico 87507
 Erik Trujillo 505-690-7438
 erik@gmegeneralbuilding.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 28325764732018
License: 396923

(AU) 0000125463

Global Maven Enterprises, LLC
 Po Box 2016
 Las Cruces, NM 88004
 Azzam Askar 575-571-7417
 customerservice@gmellcusa.com

Payment Term: Net 30
Delivery: 1065 S. Main St. Building D Suite E
 Las Cruces, NM 88005
Public Works: 1761920150824
License: 389804

(AV) 0000052470

HEI, Inc.
 PO Box 31310
 Albuquerque, New Mexico 87190
 Jesse Luna 505-880-1819
 jluna@heinm.com

Payment Term: Net 30
Delivery: F.O.B. Destination
Public Works: 2495720120723
License: 61439

(AW) 0000046616

Highland Enterprises, Inc.
 PO Box 2409
 Las Cruces, NM 88004
 Mark Hettinga 575-524-3551
 hei@highlandnm.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 971920090606
License: 4460

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(AX) 0000127038

Illmatic Construction Inc.
 520 Barela Lane
 Santa Fe, NM 87505
 Joann Sandoval 505-920-1951
 illmatic505@gmail.com

Payment Term: Net 30
Delivery: as requested
Public Works: 21617625602016
License: 91673

(AY) 0000129254

JRM Construction Co, LLC
 2620 Via Berrenda
 Santa Fe, NM, 87505
 Joe Robert Mendez Jr. 505-920-9768
 jrmconstruction65@yahoo.com

Payment Term: Net 30
Delivery: FOB DESTINATION
Public Works: 28112303762022
License: 372261

(AZ) 0000167639

Jaypen Construction LLC
 101 B Paseo Nopal
 Santa Fe, NM 87507
 Jeremy Martinez 505-920-0710
 jeremy.jaypenconst@gmail.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 28738509952022
License: 406984

(BA) 0000174921

L Martinez Construction LLC
 P.O. Box 662
 Santa Cruz, New Mexico 87567
 Lionel Martinez (505) 614-6007
 llmartinezconst@gmail.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 29214840592023
License: 410900

(BB) 0000111171

LLR Construction, LLC
 2015 Wyoming Blvd. NE Suite I
 Albuquerque NM 87112
 Doug Langley 505-850-4533
 doug@llrconstructionnm.com

Payment Term: Net 30
Delivery: 2015 Wyoming Blvd. NE Suite I
 Albuquerque NM 87112
Public Works: 3009120130927
License: 371032

(BC) 0000138553

Nine Degrees Construction, LLC
 101 Maguey Ct. Suite 2
 Sunland Park, NM 88063
 Cesar Molina 915-526-8739
 cesarm@nine-degrees.com

Payment Term: Net 30
Delivery: Same as remit address
Public Works: 24651036262017
License: 381568

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(BD) 0000049258

Northern Mountain Constructors, Inc.
PO Box 348
El Prado, NM 87529
Claire Moore 575-758-4395
claire@nmconstructors.com

Payment Term: Net 30
Delivery: as requested
Public Works: 3046520140706
License: 27983

(BE) 0000114869

Pluma, LLC
6301 4th St. NW Suite 1
Albuquerque, NM 87107
Kodi (505) 345-0755
kodi@plucys.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 1755520150602
License: 387286

(BF) 0000148381

Prestigious Paving, LLC
2706 Chamisal Avenue
Gallup NM 87301
Zane Munoz 505-488-2333
prestigiouspaving@gmail.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 28419195262022
License: 401665

(BG) 0000116761

Prime Builders, LLC
P.O. Box 91480
Albuquerque, NM 87199
Eric Peterson 505-924-0455
epeterson@primebuildersnm.com

Payment Term: Net 30
Delivery: As requested
Public Works: 2496820120723
License: 365323

(BH) 0000132517

R and M Construction, LLC
PO Box 1026
Alcalde, NM 87511
Robert Sanchez 505-927-2027
robert@rmconstructionnm.com

Payment Term: Net 30
Delivery: Email - robert@rmconstructionnm.com
Public Works: 2416920120330
License: 367912

(BI) 0000142264

Red Seven Electric LLC
PO Box 181
Jarales, NM 87023
Manuel Medina 505-859-5414
mmedina@redsevenelectric.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 28211398962018
License: 391745

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(BJ) 0000135923

Road Runer Plaster & Drywall, LLC
3272 Ojos De Jo
Santa Fe, NM 87507
Alvaro Ivan Erives 505 670-3426
IvanRoadRunner@live.com

Payment Term: Net 30
Delivery: As requested
Public Works: 22733316402017
License: 367027

(BK) Not in SHARE

S&G Construction, LLC
21 Lumbre Del Sol
Española, NM 87532
Sukhwinder Singh 505-603-4969
swscfo@gmail.com

Payment Term: Net 30
Delivery: Job Order Contracting
Public Works: 29220605632023
License: 60248

(BL) 0000009789

SDV Construction, Inc.
8912 Adams St NE
Albuquerque, NM 87113
Paul Farless 505-883-3176
estimating@sdvconstruction.com

Payment Term: Net 30
Delivery: Destination
Public Works: 168920070104
License: 92744

(BM) 0000076453

Sanchez Demolition Inc.
PO Box 721
Bosque, NM 87006
Michael Lovato 505-864-7551
sanchezdemolition@gmail.com

Payment Term: Net 30 days from receipt of invoice
Delivery: 16 Miranda Rd. Veguita, NM 87062
Public Works: 1745120150208
License: 359736

(BN) 0000137030

Sweep Construction
4904 Jefferson St NE Suite E,
Albuquerque, New Mexico, 87109
Sara Petersen 505-881-1461
sweepconstruction@gmail.com

Payment Term: Net 30
Delivery: as requested
Public Works: 2255620110606
License: 369821

(BO) 0000170501

The Aisling Company, LLC
2327 State Rd. 1
Socorro, NM 87801
Casey A. Spurgin 505-871-1000
info@aislingco.com

Payment Term: 21 days after submission
Delivery: As Requested, Scheduled
Emergency response with 24-48 hrs.
Public Works: 28231792042019
License: 393602

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(BP) Not in SHARE

Villalobos Builders, LLC
 4711 Grand Avenue NE
 Albuquerque, NM 87108
 Myra E Villalobos (505) 235-9293
 villalobosbuildersllc@outlook.com

Payment Term: Net 30
Delivery: As requested
Public Works: 28632742872023
License: 405579

(BQ) 0000051414

WWRC, Inc.
 1716 W. 7th
 Clovis, NM 88101
 Rocky Martin (575) 769-2618
 Orders/Sales wwrc@wwrcinc.com

Payment Term: Net 30 days
Delivery: As Requested
Public Works: 100222009703
License: 54124

(BR) 0000009760

Weil Construction, Inc.
 3344 Princeton Dr. NE,
 Albuquerque, NM 87107
 Orders/Sales: (505) 899-3535
 c.mcmahan@weilconstruction.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 3027220140401
License: 92233

(BS) 0000052947

Western Mechanical Co.
 dba Western Mechanical HVAC & Plumbing
 3301 Girard Blvd NE
 Albuquerque NM, 87107
 Orders/Sales: (505) 341-4458
 mike.westernmechanical@gmail.com

Payment Term: 30 Days
Delivery: Email
Public Works: 2888620130507
License: 82364

(BT) 0000050416

White Sands Construction, Inc.
 1700 10th Street
 Alamogordo, NM 88310
 Catlin (575) 437-7816
 catlin@whitesandsconstruction.com

Payment Term: Net 30
Delivery: 1700 10th Street Alamogordo, NM 88310
Public Works: 115042009091
License: 50235

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(BU) 0000150396

Justin Wilson
 dba Wilson Construction Services, LLC
 123 Buckboard Trl.
 Nogal, NM 88341
 Orders/Sales: Christina 303-242-2631
 wilsonconstruction2020@gmail.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 28442702582022
License: 401335

(BV) 0000091459

Rogers, Yei
 dba Wizer Electric, LLC
 6017 Del Carmen Rd NE
 Rio Rancho, NM 87144
 Gabriel Rodriguez 505-771-4973
 gabe.wizerelectric@yahoo.com

Payment Term: Net 30
Delivery: 6017 Del Carmen Rd NE
 Rio Rancho, NM 87144
Public Works: 2428320120413
License: 369333

(BW) 0000177783

Young Guns Construction, LLC
 3485 Highway 47
 Los Lunas, New Mexico 87031
 John Trujillo (505) 415-0444
 ygc.llc@yahoo.com

Payment Term: Net 30
Delivery: FOB: Destination Delivery: As Required
Public Works: 28508000422023
License: 408709

(BX) 0000012754

FacilityBUILD, Inc.
 5904 Florence Ave, NE
 Albuquerque, NM 87113
 Cameron Kilcup (505) 828-0060
 camkilcup@facilitybuild.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 187432011601
License: 88676

(BY) 0000082084

Munoz Corporation
 PO Box 850
 Gallup, NM 87301
 George Munoz (505) 722-6570
 munozcorp@yahoo.com

Payment Term: Net 30
Delivery: As Requested
Public Works: 28504398162023
License: 59907

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Specifications:

Establish a Statewide Price Agreement for on-call general construction services work by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements and new construction services for facilities and properties throughout the state of New Mexico. This Price Agreement may be utilized by all New Mexico State Agencies, commissions, political subdivisions and local public bodies applicable by law (using agency or local public body).

Term:

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of two (2) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed three (3) years.

Compensation Caps:

The total cost of each project, shall not exceed Four Million Dollars (\$4,000,000.00). This cap includes all change orders associated with the project. Since NMSA 1978 Section 13-1-154.1 sets the cap thresholds, if modified during the term of this Agreement, any revisions to the NMSA will apply.

Legislation Affecting Price Agreement:

If future legislation affects any terms or conditions of the Price Agreement the Price Agreement may be amended to comply with the legislation.

Insurance:

The Contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, Workman's Compensation Insurance. The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules, when required to do so, this Price Agreement will be cancelled immediately.

Contractor shall indemnify and hold harmless the State and local public body, its officers, and employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from, Contractor's and/or its employees, own negligent acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Price Agreement. This Save Harmless and Indemnification Clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., NMSA 1978 Comp. and Section 56-7-1 NMSA 1978 Comp.) and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

The Contractor shall provide public liability insurance for the minimum amount of one hundred thousand dollars (\$100,000) for damage to or destruction of property arising out of each occurrence; the amount of three hundred thousand dollars (\$300,000) to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under the New Mexico Tort Claims Act; and the amount of five hundred thousand dollars (\$500,000) for all claims arising out of each occurrence. Umbrella or excess liability coverage shall not be considered as any part of the primary coverage.

The vendor shall request from his insurer that the agency or local public body be named "Additional Insured" on an insurance certificate showing the vendor's insurance coverages.

All work covered by this Invitation to Bid shall be in accordance with applicable state laws, the International Building Code (IBC) and New Mexico building codes and is subject to the minimum wage rate determination issued by the New Mexico Department of Workforce Solutions, if applicable.

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Wage Rates:

All work covered by this Invitation to Bid shall be in accordance with applicable state laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions (DWS), if applicable.

A wage rate decision is required by the Public Works Minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars (\$60,000) or more and funded in part by state or local funding. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: <http://www.dws.state.nm.us>. The agency or local public body will request a wage rate determination from the DWS.

Bonding:

A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the state of New Mexico will be required of the successful bidder(s) prior to each project over twenty-five thousand dollars (\$25,000). Said bonds must be provided to the requesting agency and are to be filed with the agencies purchasing office. Failure to comply shall result in the order being issued to another vendor and the difference being charged back to the awarded Contractor(s). The cost of the bonds may be passed on to the agency or local public body.

A Subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract (to the Contractor) for work to be performed on a project is one hundred and twenty-five thousand dollars (\$125,000) or more. Failure of a Subcontractor to provide required bond shall not subject the Owner to any increase in cost due to any substitution of an approved Subcontractor.

Other:

The awarded Contractor shall be responsible for all permits associated with this work as required by the State of New Mexico Construction Industries Division (CID) or the local Authority Having Jurisdiction (AHJ). The CID will issue permits for work performed at state-owned buildings.

Escalation / Reduction Clause:

Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, SPD and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Contractor shall submit all pricing increase requests to SPD directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. ***Requested price increases that exceed 10% will not be accepted.*** No price increase may result in a higher profit margin for the Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase.

Contractor Note:

No person shall act as a Contractor without a license issued by the Construction Industries Division, classified to cover the type of work to be performed. No bid on a contract shall be submitted unless the Contractor has a valid Contractor's

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license issued by the CID to bid and to perform the type of work to be undertaken, as set forth in § 60-13-12, NMSA 1978.

Contractor shall provide the following information:

Contractor’s New Mexico license no.: _____
Contractor’s classification no.: _____
State tax identification no.: _____
Public Works Registration Number*: _____

*Pursuant to: 13-4-13.1 Public Works Contracts; Registration of Contractors and Subcontractors

When submitting a quote for a specific project valued at more than sixty thousand dollars (\$60,000) for any portion of a public works project greater than sixty thousand dollars (\$60,000) that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its quote. The using agency may reject any quote that fails to provide a Public Works Registration Number for the prime Contractor and all other listed Contractors or subcontractors. In order to submit a bid for this invitation to bid the bidder must have an Active registration for the Public Works Act.

The Contractor will be contacted on an as needed, on-call basis to perform work associated with this Price Agreement. A Price Agreement award is without assurance of quantity or dollar amount of work to be performed. Failure to respond to the Using Agency’s requests may be grounds for termination of this Price Agreement. Awards for these services will be made on a statewide basis. If the awarded contractor does not wish to travel to other parts of the State, it is acceptable to decline work.

Scope of Work:

Contractors shall provide their cost for performing all the work called for in the Using Agency’s scope of work for the project. Projects may be of short or long term duration, throughout the state.

Contractors shall have the technical staff to perform diagnostic services; provide incidental design services as needed; and to provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits. The Contractor is responsible for obtaining all required licenses, fees and permits required by government agencies to perform the work.

Contractors shall be ‘licensed Contractors’ capable of providing all coordination, supervision and services required for comprehensive general building construction, renovations, upgrade and improvement projects and to provide new construction services including incidental design. The scope of an individual project may include equipment, fixtures and furniture whether attached or not to the building. It can include site and utility work including landscaping and parking lot/ minor road/ minor bridge work. The utility work can include building power systems such as solar panels, geothermal systems, water sourcing systems, water treatment and waste disposal/treatment systems. It may also include demolition and abatement projects. Identification and abatement of asbestos containing materials (ACM) may be performed under separate contracts. It can also include security and other low voltage installations with related controls and equipment.

Contractors shall provide all materials, labor, equipment and tools required to successfully complete the work requested. The Contractors shall be capable of providing a work force with supervision, adequate to perform work for a forty (40) hour work week during normal working hours with the option of working non normal or overtime hours if required.

Replacement systems and related equipment shall meet current minimum state mandated “Energy Star” energy conservation standards.

Subcontracting of work is allowed and shall be prior approved by the Using Agency. Subcontractors shall have the appropriate current and valid Contractor’s licenses for their work. And shall furnish proof upon request.

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Furnishing of submittal data for any/all new equipment and materials as well as O&M's when either/or are required, and deemed necessary for the facility is required. Training of site personnel for the proper operation of newly installed equipment/systems and its related controls will be performed and required for completion. This training must be acceptable to the person in charge of the facility.

Replacement mechanical/electrical/plumbing systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractor's work, to other areas, the contractor will be held responsible for repairing any damage done by his employees, subcontractors and vendors.

The Contractor shall, at his own cost, restore any damage to existing, adjacent finishes damaged as a result of performing its work and to make new work inconspicuous with the existing, adjacent finishes.

The Contractor shall provide all clean-up for its operations and control of all construction debris. All work areas shall be maintained in a neat and workmanlike manner. All construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The Using Agency's trash container for the building shall not be used for disposal of any construction debris.

All work shall be according to current applicable State and National codes. All work shall be in strict compliance with the national and state building mechanical, plumbing, fire and electrical codes including SMACNA, and ASHRAE standards.

Safety shall be of main concern and enforced by the contractor on site and will be periodically inspected by the State's qualified safety personnel. The Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The on-site Superintendent shall have a minimum OSHA 10 and preferably OSHA 30 card with them at all times when on the jobsite. The Using Agency shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safe guards, safety devices and protective equipment; take any actions necessary to protect the life and health of employees on the job; the safety of the public; and to protect the property of the Using Agency in connection with the performance of the work covered by this Price Agreement. Any work involving disconnect or switching of electrical service to a work area shall utilize LOCKOUT/TAGOUT identification practices.

All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Price Agreement. Journeymen level personnel shall have the ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.

Contractor's price shall cover all labor costs, tools, equipment, materials, permits, overhead, profit, insurance and any other fees necessary to perform the work called for in the Using Agency's scope of work and drawings for this project. Any equipment required to have licensed operators shall be the responsibility of the contractor before any equipment is turned on at the jobsite. The prices quoted for each project represent the total compensation to be paid by the Using Agency for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

Taxes shall be added by the Contractor to its quote (line item on schedule of values) at the current tax rate at the project's location. As a separate item, the Using Agency shall ensure the appropriate gross receipts tax is added to the Contractor's project proposal and that it is encumbered in the Purchase Order.

The Contractor shall provide all the services needed and called for in the Using Agency's scope of work, in addition to the requirements set forth in this Price Agreement.

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Request for Quote (RFQ):

Each project under this Price Agreement will be individually described in a "Request for Quote (RFQ)". The RFQ will describe the scope of work, the duration of the project with the date of Substantial Completion and if there are liquidated damages for not meeting the date of substantial completion. The date of Substantial Completion is the date when the space can be occupied or the Work used/operated and is turned over to the User Agency. Final completion is the date when the project is totally complete, the punch list work complete and the Contractor's final pay application/invoice is approved. The terms and conditions of the Contractor's Statewide Price Agreement will apply to all Purchase Orders which result from the accepted quote in response to the RFQ. The Contractor's written quote will be valid for thirty (30) days, unless otherwise stipulated on the quote.

There will be NO markups allowed. A negotiated fixed fee may be added as a cost for compensation to cover the cost of overhead, profit and any other general expenses as it pertains to the project.

All subcontractor quotes shall be broken down by labor and materials costs and the Contractor shall be allowed a maximum of five percent markup for administrative costs.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the requesting Using Agency to not interfere with the daily operations of the Agency or to jeopardize the health, safety or welfare of the employees or general public conducting business with the Using Agency.

The Using Agency reserves the right to purchase materials directly from existing Statewide Price Agreements and other sources, and to provide these materials to the Contractor. To that end, the Contractor shall provide an itemized, quantifiable list of materials required for the project.

If the Contractor is requesting reimbursement for materials used on the work, copies of the invoices for the materials may be included when submitting invoices/pay applications. The Contractor may NOT add markups for the materials purchased. Contractor shall submit billings, based on actual Contractor costs for materials, less any applicable percentage for discounts. Contractor shall provide verification that materials purchased were used for the project if requested. Any unused, billed for materials shall be turned over to the Using Agency for which the work was provided.

The Using Agency reserves the right to procure specialty services directly from its other Statewide Price Agreements and other sources to the awarded Contractor. Specialty services provided from other Statewide Price Agreements and other sources shall be coordinated by the Contractor.

The Using Agency reserves the right to obtain quotes from multiple vendors covered under this Statewide Price Agreement and award a project to a Contractor based on the quotes.

When a service is needed, the Using Agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.

If any equipment or building system cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information the need for replacement. If replacement is recommended, the Contractor will provide written justification for system and/or the model, size and type of unit recommended along with any applicable efficiency data. The Using Agency's and energy standards will be discussed and taken into consideration when proposing replacement units or systems.

The State of New Mexico requires that all materials shall be new and of the highest quality and at the best attainable price available for the type of work being performed.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification may be permitted, with the User Agency's approval.

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The Contractor shall visit the site and compare the Using Agency's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this Price Agreement.

The Contractor will be required to provide a written quote, to include the work to be performed and the amount of time required for the completion of the project and submit to the Using Agency at no cost to the Using Agency. The quote shall separate the cost of itemized materials (with any applicable discounts), labor, per diem and mileage, bonds, permits, insurance, subcontractor quote(s), itemized equipment costs, any design fees needed for stamped drawings, gross receipts tax, itemized direct site overhead costs such as portable toilets, dumpsters, temporary fencing, scaffolding, signage, traffic management, work area barriers and protective equipment, materials testing, job trailers, storage pods, etc. Job workers/project manager/superintendent's cost for vehicles or phones or gas is **not** permitted.

The Contractor's quote for mileage and per diem must be priced as follows:

"Per Diem Rate" means lodging, meals, and incidentals (excluding taxes). Reference the GSA rates in Section Lodging by month and Section Meals & Incidentals Breakdown link: <https://www.gsa.gov/travel/plan-book/per-diem-rates>

"Mileage Rate" for any mileage quoted for contracted work as defined below: "Mileage Rate" means "Only the mileage from the dispatch to the job site for each mile traveled by vehicle as referenced in IRS standard mileage rates using link <https://www.irs.gov/taxprofessionals/standard-mileage-rates> in excess of 50 miles one way". The mileage shall be calculated with <https://tripmaker.randmcnally.com>

Prior to commencement of any work performed the Using Agency will issue a notice to proceed for the work upon receipt of a purchase order, based on the prices set forth by Contractor's quote. The work on any project to be performed under this Contract shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed." On smaller projects, an email will suffice.

The Contractor shall begin the work based on the priority identified by the Using Agency. Any delay beyond the stated completion date shall be upon agreement by the Using Agency and the Contractor.

Where work is to be conducted in a state or local correctional or secured facility, security clearances and background checks that may be required by the facility for the Contractor and its employees must be obtained prior to commencement of any work at that facility. The Using Agency reserves the right to deny any employee of the Contractor, access to the facility should the employee be in violation of any criteria required for the security clearance.

The User Agency reserves the right to provide an escort and/or full time supervision of the Contractor and its employees during any or all phases of a project, should the Using Agency feel it is in its best interest to provide these extraordinary security services.

The Using Agency reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or wellbeing of the facility or any individual. Inappropriate behavior by the Contractor, its employees or subcontractors may be grounds for immediate removal from this Price Agreement. Any employee of the Contractor found in violation of any law, while on the User Agency's property, may be prosecuted.

Change Orders:

Any change orders to the project scope will require an additional RFQ requesting the backup materials and labor costs and shall be substantiated without a doubt there was no way of knowing the additional services were needed when the original quote was provided. The pricing shall conform to the SPA. Change orders shall be managed closely by the Using Agency. Change order abuse shall be reported to the Procurement Specialist listed on the cover page of this Price Agreement. Preventative measure shall be taken by both the contractor and the Using Agency prior to issuing the Notice to Proceed. Such measures may include: soil tests (soil boring); clarification of ambiguity in the project plan, the scope of work, the RFQ, the drawings, etc.; the project scope should be completely defined and agreed upon before any work begins.

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Using Agency's obligations:

- Shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.
- Allow the Contractor limited use of on-site utilities for projects at an existing building.
- Shall provide periodic and/or random inspections of its projects. Using Agencies shall be responsible for providing its inspections, photography of the project's progress, and preparation of field observation reports.
- Conduct weekly on-site meetings with the Contractor, or on an as-needed basis, to ensure compliance with the scope of work for the project; provide assistance and guidance; to resolve problems arising during the project; and to ensure quality of work and materials being incorporated into the project.
- Process requests for payment within twenty-one (21) days of time/date stamped receipt of proper invoice and/or G702 & G703 Schedule of Values, Application and Certificate for Payment, when more than a single invoice applies to the contracted amount.
- If applicable, procure independent special inspections, commissioning, structural, soils testing with geotechnical reports and/or topographical survey.

Other Construction Related Terms and Conditions:**Time Considerations:**

The work on any project to be performed under this Agreement shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed." On smaller projects, an email will suffice. The date of Substantial Completion shall be described in the RFQ or related construction contract. The date can be extended by the Using Agency by valid written Change Order.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work on the project within the time specified in the RFQ or related construction contract, the Contractor agrees, in partial consideration for the award of the Purchase Order, to pay to the Using Agency the amount of dollars named in the RFQ or construction contract per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Purchase Order or related construction contract under this Price Agreement.

Mediation:

Any controversy or claim arising between the parties shall be settled by mediation if the parties cannot reach a mutually agreeable solution. The parties shall endeavor to resolve their disagreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of the New Mexico Public Works Mediation Act (NMSA §13-4C-1 et seq.) except that before any party may select a mediator it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of **sixty (60) days** from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

Inspection of Work:

If a Purchase Order is issued for the purchase of services, the following terms shall apply when applicable:

- A. Services 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 Using Agency covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Using Agency or other party to the Purchase Order during the term of performance of the Work and for as long thereafter as required.
- C. The Using Agency has the right to inspect and test all services contemplated to the extent practicable at all times and places during the term of the Project. The Using Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- D. If the Using Agency 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 Purchase Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

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- E. If any part of the services do not conform with the requirements, the Using Agency may require the Contractor to re-perform the services in conformity with the requirements at no increase in Purchase Order amount. When the defects in services cannot be corrected by re-performance, the Using Agency may:
- (1) Require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements;
 - (2) Reduce the Purchase Order price to reflect the reduced value of the services performed.
- F. 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, the Using Agency may:
- (1) By Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Using Agency that is directly related to the performance of such service; or
 - (2) Cancel the Purchase Order for default.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE USING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/PRICE AGREEMENT.

Suspension, Delay or Interruption of Work:

The Using Agency 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 Using Agency may determine.. 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.

Time Extension Costs:

Agreed Compensation for Overhead "General Conditions" for Changes to Time for Completion or Contract Completion Date for Changes to the Work: If the change in the Work also changes the Time for Completion or the Agreement Completion Date by adding days to complete the Work, an itemized accounting of the following General Conditions costs for direct Site overhead set forth in the subparagraph below may be considered as allowable costs for compensation. Home office overhead and other indirect overhead expenses are not added into the General Conditions expenses.

Direct Site Overhead Expenses:

The Contractor's per diem expenses, as shown by the itemized accounting, for the following allowable, applicable, direct Site overhead expenses: The Site superintendent's pro-rata salary, temporary Site office trailer, temporary fencing, building utility costs, security, temporary storage and temporary Site utilities including electricity, heat, water, and sanitary/toilet facilities, etc. for each day added.

If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement Price beyond the deadlines or due to the Contractor's refusal to proceed with any of the approved Work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Contract Price.

Clean Up and Storage:

- A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. Using Agency's trash receptacles will not be used by the Contractor. Sanitary facilities will "not" be available at the job site. Contractor shall be responsible for the provision and maintenance of portable toilets.
- B. The Contractor on a daily basis shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall then thoroughly clean the premises and the site to the Using Agency's satisfaction.
- C. Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.

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D. Storage of materials and construction equipment shall be coordinated with the Using Agency.

Permits and Fees:

- A. IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.
- B. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.
- C. IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to the Using Agency upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule for the Work. Contractor shall deliver a photocopy of the Building Permit to the Design Professional and Using Agency as soon as it is obtained.

Schedule, Progress Meetings and Reports:

- A. The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for the Using Agency's information a Critical Path Construction Schedule for the Work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the RFQ or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.
- B. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Using Agency.
- C. Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three week look-ahead schedule should be presented at every project meeting. An updated critical path schedule shall be presented with any change orders and with every pay application.
- D. The Contractor shall prepare a Daily Report each day that Contractor, Subcontractors or any other entity are on the Project. The Daily Reports shall be maintained at the site and be well organized. The Using Agency may request copies at any time. The reports may include:
 - 1. Report date and who prepared the report;
 - 2. Weather conditions - low temp, high temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
 - 3. Companies present by name and their number of workers, work location, total man hours that day for each company;
 - 4. Equipment - type, source, units of work done, location of work, hour meter reading;
 - 5. Material brought to site - description, units, quantity, quality, location, time;
 - 6. Visitors to site - name, company, time;
 - 7. Safety concerns - company, contact, noticed by, work activity, safety issue, requirement, outcome;
 - 8. Quality assurance and control - company, description of issue, specification section, issued by.

Close-out Requirements:

The Contractor shall submit to the Using Agency a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion including Close-Out requirements. The punch list of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

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Before final completion can be achieved, all Work must be complete and accepted including the following as applicable:

- a. Work associated with Punch List(s);
- b. Testing, balance or performance operations complete and in agreement that associated work is in compliance with the Contract Documents;
- c. One hard copy and one electronic copy in .pdf format of final approved test, balance or performance report(s) complete with directory of contents submitted to Using Agency;
- d. As-Built drawings delivered in autocad or electronic format;
- e. Written certification signed by Using Agency of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by the Using Agency;
- f. Delivery of all warranties required by the Work;
- g. All keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
- h. Completed Operations Liability insurance policy certificate, if applicable;
- i. Training of staff on all applicable building systems;
- j. All Storm Water Pollution Prevention Permits (SWPPP) have been updated or closed;
- k. Utility transfer to User/Using Agency;
- l. Operations and Maintenance Manuals;
- m. Certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

Warranty:

The Contractor shall warrant its work (non-roofing and equipment), for materials and for workmanship furnished and performed under this Price Agreement for a period of one (1) year minimum from the date of acceptance or Substantial Completion whichever is longest. The Contractor shall warrant its work for repairs or restoration of existing systems, appliances and work for ninety (90) days from the date of acceptance or Substantial Completion. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied. Contractor must pass on to the User Agency warranties of replaced roofs and equipment offered by the manufacturer.

Payment Provisions:

Generally payments are made on a thirty (30) day billing cycle. Payment for projects of less than thirty (30) day duration shall be paid upon the Using Agency's acceptance of the work.

All payments under this Agreement are subject to the following provisions:

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the Agency shall determine if the Construction Work provided meets specifications. No payment shall be made for any work until the Work has been accepted in writing by the Using Agency. Unless otherwise agreed upon between the Using Agency and the Contractor, within fifteen (15) days from the date the Using Agency receives written notice from the Contractor that payment is requested for work, the Using Agency shall issue a written certification of complete or partial acceptance or rejection of the Work. Unless the Using Agency gives notice of rejection within the specified time period, the Work will be deemed to have been accepted.
- B. Payment of Invoice - Upon acceptance that the Work has been received and accepted, payment shall be tendered to the Contractor within twenty one (21) days after the date of acceptance of an undisputed invoice.
- C. The Contractor, before final payment of the amount due under this Contract, shall provide requested Close-out documents including any release of liens.

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BID INFORMATION:

“Tax” The bid prices for this ITB shall **not** include New Mexico gross receipts tax or local option tax(es).

“Hourly Rate” means the proposed fully loaded maximum hourly rates that include fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel, if appropriate. The Hourly Rate does not include mileage, per diem or lodging.

“Offeror” shall reference all work positions associated with this project, and each position’s firm, fixed hourly rate. This hourly rate does not include billable reimbursable rates for mileage, meals or lodging. The State of New Mexico, at its discretion, may negotiate lower rates on a project by project basis, with the awarded Contractor.

Hourly rates are requested for the three (3) levels of personnel. *All items for pricing must be filled in.* If one of the personnel listed is not relevant to your company, fill in a rate for a comparable employee that is on staff or could be on staff at a future time. For example, if the Superintendent also functions as the Journeyman or Experienced worker or vice versa, enter his rate for both items. Any blank items will cause a possible rejection of the bid for non-compliance.

Labor Rates:

1. Superintendent: a person with supervisory experience who maintains control of the work and work site. This person may or may not actually perform work on the project.
2. Journeyman or Experienced Worker: a person licensed by the State of New Mexico as a journeyman in the specialized field of work required and being performed or a person with many years of experience with a high rate of pay.
3. Laborer: a person with minimal experience, performing minor forms of labor.

Hours Worked:

Regular Hours: Monday through Friday and 8 am through 5 pm.

After Hours: All hours not within the days and times listed for “Regular Hours”.

Holidays: Holidays will be considered “After Hours” and paid at “After Hours” rates.

The State of New Mexico reserves the right to award this Price Agreement to multiple vendors. Bidders must include pricing for ALL items in order to allow for accurate comparisons. If a Bidder fails to include one or more of those items, his Bid may be rejected.

Bids for these services are requested on a statewide basis. The intent in the bid evaluation is to add up all of the items from Items 1 through 16 in order to determine the low bidders.

*****End of Specifications*****

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Items:

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
1	1	Hourly	Labor Rate - Projects under Sixty Thousand (\$60,000) Superintendent, regular hours		
				\$75.00	(AA)
				\$75.00	(AB)
				\$85.00	(AC)
				\$95.00	(AD)
				\$73.70	(AE)
				\$105.00	(AF)
				\$65.00	(AG)
				\$82.30	(AH)
				\$85.00	(AI)
				\$95.00	(AJ)
				\$76.00	(AK)
				\$68.00	(AL)
				\$72.50	(AM)
				\$180.00	(AN)
				\$108.11	(AO)
				\$175.00	(AP)
				\$51.72	(AQ)
				\$100.00	(AR)
				\$150.00	(AS)
				\$150.00	(AT)
				\$36.25	(AU)
				\$100.00	(AV)
				\$80.00	(AW)
				\$195.00	(AX)
				\$155.00	(AY)
				\$100.00	(AZ)
				\$85.00	(BA)
				\$87.85	(BB)
				\$75.00	(BC)
				\$150.00	(BD)
				\$80.40	(BE)
				\$92.00	(BF)
				\$72.50	(BG)
				\$85.00	(BH)
				\$65.00	(BI)
				\$65.00	(BJ)
				\$75.00	(BK)
				\$70.33	(BL)
				\$103.07	(BM)
				\$80.00	(BN)
				\$165.00	(BO)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			<i>Item 1 - Continued</i>		
				\$99.78	(BP)
				\$98.00	(BQ)
				\$90.00	(BR)
				\$70.00	(BS)
				\$100.00	(BT)
				\$93.00	(BU)
				\$80.00	(BV)
				\$85.00	(BW)
				\$132.47	(BX)
				\$90.00	(BY)
2	1	Hourly	Labor Rate - Projects under Sixty Thousand (\$60,000) Superintendent, after hours		
				\$112.50	(AA)
				\$85.00	(AB)
				\$85.00	(AC)
				\$110.00	(AD)
				\$73.70	(AE)
				\$120.00	(AF)
				\$75.00	(AG)
				\$118.37	(AH)
				\$85.00	(AI)
				\$142.50	(AJ)
				\$76.00	(AK)
				\$102.00	(AL)
				\$88.00	(AM)
				\$200.00	(AN)
				\$162.17	(AO)
				\$250.00	(AP)
				\$77.58	(AQ)
				\$150.00	(AR)
				\$225.00	(AS)
				\$205.00	(AT)
				\$61.62	(AU)
				\$150.00	(AV)
				\$100.00	(AW)
				\$195.00	(AX)
				\$185.00	(AY)
				\$125.00	(AZ)
				\$115.00	(BA)
				\$131.77	(BB)
				\$95.00	(BC)
				\$225.00	(BD)
				\$120.61	(BE)
				\$145.00	(BF)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			<i>Item 2 - Continued</i>		
				\$83.37	(BG)
				\$95.00	(BH)
				\$85.00	(BI)
				\$75.00	(BJ)
				\$85.00	(BK)
				\$77.86	(BL)
				\$173.14	(BM)
				\$100.00	(BN)
				\$225.00	(BO)
				\$149.67	(BP)
				\$126.00	(BQ)
				\$90.00	(BR)
				\$95.00	(BS)
				\$120.00	(BT)
				\$103.00	(BU)
				\$120.00	(BV)
				\$127.50	(BW)
				\$165.42	(BX)
				\$155.00	(BY)
3	1	Hourly	Labor Rate - Projects under Sixty Thousand (\$60,000) Journeyman or Experienced worker, regular hours		
				\$60.00	(AA)
				\$70.00	(AB)
				\$85.00	(AC)
				\$105.00	(AD)
				\$60.50	(AE)
				\$90.00	(AF)
				\$49.00	(AG)
				\$78.41	(AH)
				\$70.00	(AI)
				\$95.00	(AJ)
				\$54.00	(AK)
				\$64.00	(AL)
				\$58.50	(AM)
				\$140.00	(AN)
				\$108.11	(AO)
				\$150.00	(AP)
				\$48.53	(AQ)
				\$125.00	(AR)
				\$150.00	(AS)
				\$125.00	(AT)
				\$73.84	(AU)
				\$75.00	(AV)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			<i>Item 3 - Continued</i>		
				\$65.00	(AW)
				\$165.00	(AX)
				\$135.00	(AY)
				\$85.00	(AZ)
				\$67.00	(BA)
				\$69.66	(BB)
				\$70.00	(BC)
				\$150.00	(BD)
				\$112.83	(BE)
				\$120.00	(BF)
				\$67.50	(BG)
				\$80.00	(BH)
				\$100.00	(BI)
				\$49.00	(BJ)
				\$55.00	(BK)
				\$62.54	(BL)
				\$134.44	(BM)
				\$70.00	(BN)
				\$145.00	(BO)
				\$85.88	(BP)
				\$88.00	(BQ)
				\$75.00	(BR)
				\$70.00	(BS)
				\$60.00	(BT)
				\$70.00	(BU)
				\$75.00	(BV)
				\$80.00	(BW)
				\$125.27	(BX)
				\$120.00	(BY)
4	1	Hourly	Labor Rate - Projects under Sixty Thousand (\$60,000) Journeyman or Experienced worker, after hours		
				\$90.00	(AA)
				\$75.00	(AB)
				\$85.00	(AC)
				\$125.00	(AD)
				\$70.40	(AE)
				\$110.00	(AF)
				\$56.00	(AG)
				\$111.07	(AH)
				\$105.00	(AI)
				\$142.50	(AJ)
				\$65.00	(AK)
				\$96.00	(AL)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			<i>Item 4 - Continued</i>		
				\$74.00	(AM)
				\$155.00	(AN)
				\$162.17	(AO)
				\$200.00	(AP)
				\$72.80	(AQ)
				\$135.00	(AR)
				\$225.00	(AS)
				\$150.00	(AT)
				\$95.36	(AU)
				\$112.50	(AV)
				\$90.00	(AW)
				\$165.00	(AX)
				\$155.00	(AY)
				\$110.00	(AZ)
				\$85.00	(BA)
				\$104.49	(BB)
				\$90.00	(BC)
				\$225.00	(BD)
				\$169.24	(BE)
				\$155.00	(BF)
				\$77.63	(BG)
				\$95.00	(BH)
				\$110.00	(BI)
				\$56.00	(BJ)
				\$85.00	(BK)
				\$72.55	(BL)
				\$176.48	(BM)
				\$90.00	(BN)
				\$205.00	(BO)
				\$128.82	(BP)
				\$106.00	(BQ)
				\$112.50	(BR)
				\$95.00	(BS)
				\$85.00	(BT)
				\$90.00	(BU)
				\$113.00	(BV)
				\$120.00	(BW)
				\$158.22	(BX)
				\$150.00	(BY)
5	1	Hourly	Labor Rate - Projects under Sixty Thousand (\$60,000) Laborer, regular hours		
				\$35.00	(AA)
				\$65.00	(AB)
				\$85.00	(AC)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
<i>Item 5 - Continued</i>					
				\$55.00	(AD)
				\$49.50	(AE)
				\$75.00	(AF)
				\$28.00	(AG)
				\$50.21	(AH)
				\$45.00	(AI)
				\$55.00	(AJ)
				\$44.00	(AK)
				\$62.00	(AL)
				\$40.00	(AM)
				\$100.00	(AN)
				\$83.23	(AO)
				\$100.00	(AP)
				\$33.81	(AQ)
				\$80.00	(AR)
				\$75.00	(AS)
				\$100.00	(AT)
				\$21.50	(AU)
				\$50.00	(AV)
				\$55.00	(AW)
				\$135.00	(AX)
				\$120.00	(AY)
				\$55.00	(AZ)
				\$60.00	(BA)
				\$41.43	(BB)
				\$55.00	(BC)
				\$75.00	(BD)
				\$59.74	(BE)
				\$26.50	(BF)
				\$41.50	(BG)
				\$65.00	(BH)
				\$45.00	(BI)
				\$28.00	(BJ)
				\$35.00	(BK)
				\$54.80	(BL)
				\$30.03	(BM)
				\$60.00	(BN)
				\$105.00	(BO)
				\$44.42	(BP)
				\$74.00	(BQ)
				\$45.00	(BR)
				\$60.00	(BS)
				\$45.00	(BT)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			<i>Item 5 - Continued</i>		
				\$50.00	(BU)
				\$55.00	(BV)
				\$40.00	(BW)
				\$87.58	(BX)
				\$25.00	(BY)
6	1	Hourly	Labor Rate - Projects under Sixty Thousand (\$60,000) Laborer, after hours		
				\$52.50	(AA)
				\$70.00	(AB)
				\$85.00	(AC)
				\$65.00	(AD)
				\$58.30	(AE)
				\$95.00	(AF)
				\$35.00	(AG)
				\$70.22	(AH)
				\$67.50	(AI)
				\$82.50	(AJ)
				\$54.00	(AK)
				\$93.00	(AL)
				\$54.00	(AM)
				\$110.00	(AN)
				\$124.85	(AO)
				\$150.00	(AP)
				\$50.72	(AQ)
				\$110.00	(AR)
				\$112.50	(AS)
				\$125.00	(AT)
				\$36.12	(AU)
				\$75.00	(AV)
				\$75.00	(AW)
				\$135.00	(AX)
				\$145.00	(AY)
				\$75.00	(AZ)
				\$72.00	(BA)
				\$62.89	(BB)
				\$75.00	(BC)
				\$82.50	(BD)
				\$89.60	(BE)
				\$52.00	(BF)
				\$51.73	(BG)
				\$80.00	(BH)
				\$45.00	(BI)
				\$35.00	(BJ)
				\$50.00	(BK)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			<i>Item 6 - Continued</i>		
				\$74.30	(BL)
				\$60.06	(BM)
				\$80.00	(BN)
				\$125.00	(BO)
				\$66.63	(BP)
				\$89.00	(BQ)
				\$67.50	(BR)
				\$85.00	(BS)
				\$60.00	(BT)
				\$65.00	(BU)
				\$83.00	(BV)
				\$60.00	(BW)
				\$114.89	(BX)
				\$50.00	(BY)
7	1	Hourly	Labor Rate - Projects over Sixty Thousand (\$60,000) Wage Decision Projects, Superintendent, regular hours		
				\$75.00	(AA)
				\$80.00	(AB)
				\$85.00	(AC)
				\$110.00	(AD)
				\$73.70	(AE)
				\$105.00	(AF)
				\$65.00	(AG)
				\$82.30	(AH)
				\$85.00	(AI)
				\$95.00	(AJ)
				\$76.00	(AK)
				\$68.00	(AL)
				\$75.00	(AM)
				\$180.00	(AN)
				\$108.11	(AO)
				\$200.00	(AP)
				\$51.72	(AQ)
				\$135.00	(AR)
				\$150.00	(AS)
				\$150.00	(AT)
				\$36.25	(AU)
				\$115.00	(AV)
				\$80.00	(AW)
				\$130.00	(AX)
				\$155.00	(AY)
				\$105.00	(AZ)
				\$100.00	(BA)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			<i>Item 7 - Continued</i>		
				\$87.85	(BB)
				\$75.00	(BC)
				\$150.00	(BD)
				\$80.40	(BE)
				\$99.00	(BF)
				\$83.37	(BG)
				\$85.00	(BH)
				\$75.00	(BI)
				\$65.00	(BJ)
				\$75.00	(BK)
				\$92.36	(BL)
				\$114.07	(BM)
				\$90.00	(BN)
				\$165.00	(BO)
				\$99.78	(BP)
				\$126.00	(BQ)
				\$90.00	(BR)
				\$70.00	(BS)
				\$100.00	(BT)
				\$93.00	(BU)
				\$98.00	(BV)
				\$105.00	(BW)
				\$162.10	(BX)
				\$101.00	(BY)
8	1	Hourly	Labor Rate - Projects over Sixty Thousand (\$60,000) Wage Decision Projects, Superintendent, after hours		
				\$112.50	(AA)
				\$90.00	(AB)
				\$85.00	(AC)
				\$120.00	(AD)
				\$73.70	(AE)
				\$120.00	(AF)
				\$75.00	(AG)
				\$118.37	(AH)
				\$85.00	(AI)
				\$142.50	(AJ)
				\$76.00	(AK)
				\$102.00	(AL)
				\$88.00	(AM)
				\$200.00	(AN)
				\$162.17	(AO)
				\$275.00	(AP)
				\$77.58	(AQ)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			<i>Item 8 - Continued</i>		
				\$150.00	(AR)
				\$225.00	(AS)
				\$205.00	(AT)
				\$61.60	(AU)
				\$172.50	(AV)
				\$100.00	(AW)
				\$130.00	(AX)
				\$185.00	(AY)
				\$130.00	(AZ)
				\$130.00	(BA)
				\$128.71	(BB)
				\$95.00	(BC)
				\$225.00	(BD)
				\$120.61	(BE)
				\$140.00	(BF)
				\$95.88	(BG)
				\$100.00	(BH)
				\$95.00	(BI)
				\$75.00	(BJ)
				\$95.00	(BK)
				\$138.54	(BL)
				\$176.44	(BM)
				\$110.00	(BN)
				\$225.00	(BO)
				\$149.67	(BP)
				\$153.00	(BQ)
				\$90.00	(BR)
				\$95.00	(BS)
				\$120.00	(BT)
				\$103.00	(BU)
				\$147.00	(BV)
				\$150.00	(BW)
				\$206.87	(BX)
				\$155.00	(BY)
9	1	Hourly	Labor Rate - Projects over Sixty Thousand (\$60,000) Wage Decision Projects, Journeyman, regular hours		
				\$60.00	(AA)
				\$75.00	(AB)
				\$85.00	(AC)
				\$120.00	(AD)
				\$70.50	(AE)
				\$90.00	(AF)
				\$49.00	(AG)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			<i>Item 9 - Continued</i>		
				\$78.41	(AH)
				\$70.00	(AI)
				\$95.00	(AJ)
				\$88.00	(AK)
				\$64.00	(AL)
				\$68.00	(AM)
				\$140.00	(AN)
				\$108.11	(AO)
				\$175.00	(AP)
				\$48.53	(AQ)
				\$125.00	(AR)
				\$150.00	(AS)
				\$125.00	(AT)
				\$78.36	(AU)
				\$90.00	(AV)
				\$75.00	(AW)
				\$110.00	(AX)
				\$135.00	(AY)
				\$90.00	(AZ)
				\$82.00	(BA)
				\$68.04	(BB)
				\$70.00	(BC)
				\$150.00	(BD)
				\$157.77	(BE)
				\$152.00	(BF)
				\$77.63	(BG)
				\$85.00	(BH)
				\$125.00	(BI)
				\$49.00	(BJ)
				\$55.00	(BK)
				\$75.42	(BL)
				\$169.74	(BM)
				\$80.00	(BN)
				\$145.00	(BO)
				\$85.88	(BP)
				\$106.00	(BQ)
				\$75.00	(BR)
				\$70.00	(BS)
				\$60.00	(BT)
				\$70.00	(BU)
				\$90.00	(BV)
				\$90.00	(BW)
				\$153.70	(BX)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			<i>Item 9 - Continued</i>		
				\$150.00	(BY)
10	1	Hourly	Labor Rate - Projects over Sixty Thousand (\$60,000) Wage Decision Projects, Journeyman, after hours		
				\$90.00	(AA)
				\$80.00	(AB)
				\$85.00	(AC)
				\$130.00	(AD)
				\$78.50	(AE)
				\$110.00	(AF)
				\$56.00	(AG)
				\$111.07	(AH)
				\$105.00	(AI)
				\$142.50	(AJ)
				\$88.00	(AK)
				\$96.00	(AL)
				\$82.00	(AM)
				\$155.00	(AN)
				\$162.17	(AO)
				\$250.00	(AP)
				\$72.80	(AQ)
				\$135.00	(AR)
				\$225.00	(AS)
				\$150.00	(AT)
				\$95.60	(AU)
				\$135.00	(AV)
				\$95.00	(AW)
				\$110.00	(AX)
				\$155.00	(AY)
				\$120.00	(AZ)
				\$98.00	(BA)
				\$102.06	(BB)
				\$90.00	(BC)
				\$225.00	(BD)
				\$236.66	(BE)
				\$202.00	(BF)
				\$89.27	(BG)
				\$100.00	(BH)
				\$125.00	(BI)
				\$56.00	(BJ)
				\$85.00	(BK)
				\$116.35	(BL)
				\$246.20	(BM)
				\$100.00	(BN)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			<i>Item 10 - Continued</i>		
				\$205.00	(BO)
				\$128.82	(BP)
				\$127.00	(BQ)
				\$112.50	(BR)
				\$95.00	(BS)
				\$85.00	(BT)
				\$90.00	(BU)
				\$135.00	(BV)
				\$130.00	(BW)
				\$199.66	(BX)
				\$220.00	(BY)
11	1	Hourly	Labor Rate - Projects over Sixty Thousand (\$60,000) Wage Decision Projects, Laborer, regular hours		
				\$35.00	(AA)
				\$70.00	(AB)
				\$85.00	(AC)
				\$65.00	(AD)
				\$57.00	(AE)
				\$75.00	(AF)
				\$28.00	(AG)
				\$50.21	(AH)
				\$45.00	(AI)
				\$55.00	(AJ)
				\$60.00	(AK)
				\$62.00	(AL)
				\$47.00	(AM)
				\$100.00	(AN)
				\$83.23	(AO)
				\$125.00	(AP)
				\$33.81	(AQ)
				\$85.00	(AR)
				\$75.00	(AS)
				\$100.00	(AT)
				\$37.37	(AU)
				\$65.00	(AV)
				\$55.00	(AW)
				\$90.00	(AX)
				\$120.00	(AY)
				\$60.00	(AZ)
				\$72.00	(BA)
				\$40.95	(BB)
				\$55.00	(BC)
				\$75.00	(BD)

State of New Mexico
 General Services Department
 Purchasing Division
 Statewide Price Agreement #: 40-00000-23-00034

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			<i>Item 11 - Continued</i>		
				\$74.14	(BE)
				\$50.50	(BF)
				\$51.73	(BG)
				\$75.00	(BH)
				\$50.00	(BI)
				\$28.00	(BJ)
				\$35.00	(BK)
				\$57.78	(BL)
				\$57.94	(BM)
				\$70.00	(BN)
				\$105.00	(BO)
				\$44.42	(BP)
				\$89.00	(BQ)
				\$45.00	(BR)
				\$60.00	(BS)
				\$45.00	(BT)
				\$50.00	(BU)
				\$65.00	(BV)
				\$50.00	(BW)
				\$114.54	(BX)
				\$50.00	(BY)
12	1	Hourly	Labor Rate - Projects over Sixty Thousand (\$60,000) Wage Decision Projects, Laborer, after hours		
				\$52.50	(AA)
				\$75.00	(AB)
				\$85.00	(AC)
				\$75.00	(AD)
				\$60.00	(AE)
				\$95.00	(AF)
				\$35.00	(AG)
				\$70.22	(AH)
				\$67.50	(AI)
				\$82.50	(AJ)
				\$71.00	(AK)
				\$93.00	(AL)
				\$59.00	(AM)
				\$110.00	(AN)
				\$124.85	(AO)
				\$175.00	(AP)
				\$50.72	(AQ)
				\$110.00	(AR)
				\$112.50	(AS)
				\$125.00	(AT)

State of New Mexico
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 Statewide Price Agreement #: 40-00000-23-00034

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			<i>Item 12 - Continued</i>		
				\$56.06	(AU)
				\$97.50	(AV)
				\$68.00	(AW)
				\$90.00	(AX)
				\$145.00	(AY)
				\$80.00	(AZ)
				\$85.00	(BA)
				\$61.43	(BB)
				\$75.00	(BC)
				\$82.50	(BD)
				\$112.12	(BE)
				\$104.50	(BF)
				\$59.49	(BG)
				\$90.00	(BH)
				\$65.00	(BI)
				\$35.00	(BJ)
				\$50.00	(BK)
				\$86.75	(BL)
				\$115.87	(BM)
				\$90.00	(BN)
				\$125.00	(BO)
				\$66.63	(BP)
				\$112.00	(BQ)
				\$67.50	(BR)
				\$85.00	(BS)
				\$60.00	(BT)
				\$65.00	(BU)
				\$98.00	(BV)
				\$70.00	(BW)
				\$150.31	(BX)
				\$100.00	(BY)
13	1	Hourly	Labor Rate - Diagnosis, project estimates, troubleshooting, or other not listed		
				\$100.00	(AA)
				\$65.00	(AB)
				\$250.00	(AC)
				\$125.00	(AD)
				\$90.00	(AE)
				\$90.00	(AF)
				\$125.00	(AG)
				\$86.21	(AH)
				\$90.00	(AI)
				\$145.00	(AJ)
				\$140.00	(AK)

State of New Mexico
 General Services Department
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 Statewide Price Agreement #: 40-00000-23-00034

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			<i>Item 13 - Continued</i>		
				\$125.00	(AL)
				\$85.00	(AM)
				\$100.00	(AN)
				\$115.62	(AO)
				\$200.00	(AP)
				\$51.72	(AQ)
				\$100.00	(AR)
				\$250.00	(AT)
				\$85.00	(AU)
				\$100.00	(AV)
				\$100.00	(AW)
				\$150.00	(AX)
				\$225.00	(AY)
				\$150.00	(AZ)
				\$200.00	(BA)
				\$87.85	(BB)
				\$75.00	(BC)
				\$75.00	(BD)
				\$80.40	(BE)
				\$100.00	(BF)
				\$85.00	(BG)
				\$85.00	(BH)
				\$85.00	(BI)
				\$125.00	(BJ)
				\$95.00	(BK)
				\$98.86	(BL)
				\$93.50	(BM)
				\$75.00	(BN)
				\$485.00	(BO)
				\$120.00	(BP)
				\$145.00	(BQ)
				\$90.00	(BR)
				\$70.00	(BS)
				\$110.00	(BT)
				\$100.00	(BU)
				\$175.00	(BV)
				\$100.00	(BW)
				\$150.00	(BX)
				\$115.00	(BY)
14	1	% Discount	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.		
				0%	(AA)

State of New Mexico
 General Services Department
 Purchasing Division
 Statewide Price Agreement #: 40-00000-23-00034

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
<i>Item 14 - Continued</i>					
				0%	(AB)
				0%	(AC)
				0%	(AD)
				0%	(AE)
				0%	(AF)
				0%	(AG)
				0%	(AH)
				0%	(AI)
				2%	(AJ)
				0%	(AK)
				0%	(AL)
				0%	(AM)
				0%	(AN)
				0%	(AO)
				0%	(AP)
				0%	(AQ)
				0%	(AR)
				0%	(AS)
				0%	(AT)
				2%	(AU)
				0%	(AV)
				0%	(AW)
				0%	(AX)
				0%	(AY)
				0%	(AZ)
				0%	(BA)
				0%	(BB)
				0%	(BC)
				0%	(BE)
				0%	(BF)
				0%	(BG)
				0%	(BH)
				0%	(BI)
				0%	(BJ)
				5%	(BK)
				0%	(BL)
				0%	(BM)
				0%	(BN)
				0%	(BO)
				0%	(BP)
				0%	(BQ)
				0%	(BR)
				15%	(BS)

State of New Mexico
 General Services Department
 Purchasing Division
 Statewide Price Agreement #: 40-00000-23-00034

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			<i>Item 14 - Continued</i>		
				0%	(BT)
				0%	(BU)
				2%	(BV)
				0%	(BW)
				0%	(BX)
				0%	(BY)
15	1	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person. Bidders should provide a Per Diem Rate that does not exceed the Per Diem Rate defined above in this bid. If a Per Diem Rate is not submitted by the Bidder, the defined rate shall be the default.		
				\$150.00	(AA)
				\$125.00	(AB)
				\$50.00	(AC)
				\$150.00	(AD)
				\$180.00	(AE)
				\$175.00	(AF)
				\$100.00	(AG)
				\$175.00	(AH)
				\$125.00	(AI)
				\$195.00	(AJ)
				\$150.00	(AK)
				\$131.00	(AL)
				\$130.00	(AM)
				\$210.00	(AN)
				\$195.00	(AO)
				\$250.00	(AP)
				\$55.00	(AQ)
				\$157.00	(AR)
				\$150.00	(AS)
				\$185.00	(AT)
				\$163.00	(AU)
				\$276.00	(AV)
				\$170.00	(AW)
				\$150.00	(AX)
				\$185.00	(AY)
				\$175.00	(AZ)
				\$185.00	(BA)
				\$100.00	(BB)
				\$120.00	(BC)
				\$150.00	(BD)
				\$184.75	(BE)
				\$120.00	(BF)
				\$155.00	(BG)

State of New Mexico
 General Services Department
 Purchasing Division
 Statewide Price Agreement #: 40-00000-23-00034

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			<i>Item 15 - Continued</i>		
				\$120.00	(BH)
				\$225.00	(BI)
				\$100.00	(BJ)
				\$125.00	(BK)
				\$203.71	(BL)
				\$66.00	(BM)
				\$125.00	(BN)
				\$285.00	(BO)
				\$150.00	(BP)
				\$195.00	(BQ)
				\$125.00	(BR)
				\$195.00	(BS)
				\$150.00	(BT)
				\$185.00	(BU)
				\$157.00	(BV)
				\$200.00	(BW)
				\$260.00	(BX)
				\$115.00	(BY)
16	1	Mile	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.		
				\$0.50	(AA)
				\$1.25	(AB)
				\$0.65	(AC)
				\$2.50	(AD)
				\$1.25	(AE)
				\$0.66	(AF)
				\$10.00	(AG)
				\$1.26	(AH)
				\$0.655	(AI)
				\$0.66	(AJ)
				\$1.00	(AK)
				\$0.66	(AL)
				\$0.65	(AM)
				\$0.655	(AN)
				\$1.55	(AO)
				\$3.50	(AP)
			* per mile	\$1.50	(AQ)
				\$1.50	(AR)
				\$20.00	(AS)
				\$10.00	(AT)

State of New Mexico
 General Services Department
 Purchasing Division
 Statewide Price Agreement #: 40-00000-23-00034

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			<i>Item 16 - Continued</i>		
				0.655	(AV)
				\$0.65	(AW)
				\$0.65	(AX)
				\$4.50	(AY)
				\$3.00	(AZ)
				\$10.00	(BA)
				\$0.655	(BB)
				\$0.65	(BC)
				\$4.00	(BD)
				\$0.66	(BE)
				\$8.50	(BF)
				\$0.65	(BG)
			* cents per mile	\$0.655	(BH)
				\$1.50	(BI)
				\$10.00	(BJ)
				\$0.75	(BK)
				\$0.74	(BL)
				\$5.00	(BM)
				\$1.00	(BN)
				\$3.75	(BO)
				\$0.87	(BP)
				\$1.85	(BQ)
				\$0.655	(BR)
				\$1.25	(BS)
				\$0.57	(BT)
				\$2.50	(BU)
				\$0.25	(BV)
				\$1.75	(BW)
				\$0.655	(BX)
				\$8.50	(BY)

*** 16 Awarded Items Total ***

Certificate Of Completion

Envelope Id: 9C0D0BCE1F9443239C4D6BA4D233D2D9	Status: Completed
Subject: GSD/SPD Procurement#: 40-00000-23-00034 General Construction Award	
Source Envelope:	
Document Pages: 45	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Tami Concha
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	1100 S Saint Francis Dr
	Santa Fe, NM 87502
	Tami.Concha@gsd.nm.gov
	IP Address: 164.64.63.2

Record Tracking

Status: Original	Holder: Tami Concha	Location: DocuSign
12/29/2023 1:05:04 PM	Tami.Concha@gsd.nm.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: GSD	Location: DocuSign

Signer Events

Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	Sent: 12/29/2023 1:13:14 PM Viewed: 12/29/2023 1:13:44 PM Signed: 12/29/2023 1:13:50 PM
<i>MS</i>	
Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	

Electronic Record and Signature Disclosure:
Accepted: 6/4/2020 11:04:51 AM
ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Tami Concha tami.concha@gsd.nm.gov Procurement Specialist II New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	<i>JC</i>	Sent: 12/29/2023 1:13:54 PM Viewed: 12/29/2023 1:14:14 PM Signed: 12/29/2023 1:14:21 PM
Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Natalie Martinez natalie.martinez1@gsd.nm.gov Deputy Director New Mexico General Services Security Level: Email, Account Authentication (None)	<i>Natalie Martinez</i>	Sent: 12/29/2023 1:14:25 PM Viewed: 12/29/2023 1:23:23 PM Signed: 12/29/2023 1:27:07 PM
Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/29/2023 1:13:14 PM
Certified Delivered	Security Checked	12/29/2023 1:23:23 PM
Signing Complete	Security Checked	12/29/2023 1:27:07 PM
Completed	Security Checked	12/29/2023 1:27:07 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPInfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

CITY OF SANTA FE
CONSTRUCTION CONTRACT

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

RECITALS

WHEREAS, the City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the City has procured this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by the Contract Documents for the City of Santa Fe.

Contractor shall bid for each Task Order based on, and follow after receiving a Notice to Proceed, the process below.

Mobilization

- Site setup and mobilization of resources
- Erecting temporary facilities (trailers, utilities, safety barriers)
- Permitting and regulatory compliance documentation

Site Preparation

- Clearing
- Demolition (if required)
- Excavation, grading, and compaction

Construction Work

- **Structural Work**
 - Foundations, slabs, columns, beams, structural framing
- **Architectural Work**
 - Walls, roofing, insulation, windows, doors, interior finishes
- **Civil/Infrastructure**
 - Roadways, sidewalks, parking lots, storm drainage

Quality Assurance & Inspections

- Submit and follow a quality control plan

- Conduct and document required inspections and testing
- Resolve any deficiencies or punch list items

Health, Safety, and Environmental Compliance

- Implement a project-specific safety plan
- Comply with OSHA and environmental regulations
- Dust, noise, erosion, and waste control

Project Closeout

- Final inspections and approvals
- Delivery of as-built drawings, warranties, manuals
- Demobilization and site cleanup

The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

Task Orders:

Under the terms and conditions of and this contract, the Airport Director, Director of Public Works, Facilities Division Director, Project Manager, and Project Administrator (collectively “Project Manager”) may issue Task Orders for items described herein. The terms and conditions shall be incorporated in each Task Order issued hereunder.

The Project Manager may issue a written Task Order to the Contractor detailing the services required. Upon receiving the Task Order, the Contractor shall promptly provide the Project Manager with an estimate, based upon the rates included in Contractor’s Statewide Price Agreement (SWPA), 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 Project Manager may issue a Notice to Proceed by signing the Notice after the task price and schedule are finalized by the Contractor. The Contractor shall be required to provide the requested labor and all equipment and materials within one week of a request issuance of a Notice to Proceed unless otherwise arranged. The Contractor shall agree to provide required labor within 24 hours for emergency situations whenever possible. The Contractor shall not perform any work without a Notice to Proceed signed by the Project Manager, and the City shall not pay for any work performed without a signed Notice to Proceed.

The items to be ordered shall be as listed in the Price Schedule. All orders issued hereunder will bear both an order number and the Purchase Order Number.

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under the Price Schedule. Orders issued against this schedule will show the applicable item(s), number(s), and price(s); however, they may not describe the item(s) fully.

Price Adjustments:

The awarded vendor shall maintain fixed pricing for each year of this contract, defined as twelve (12) months starting on and including the Effective Date. Pricing may be adjusted no more than once annually to

commercially reasonable rates through an amendment to the price list attached as Exhibit A signed by Contractor and the City's Director of Public Works. Amendments to Exhibit A do not alter Contractor's maximum total compensation pursuant to Article 2 (Compensation) below. The vendor must submit all pricing increase requests in writing to the Director of Public Works, providing evidence that the request is based on demonstrable market changes impacting the cost of products and services. The request must itemize all proposed changes by line item and include supporting documentation deemed acceptable by the City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.). The Airport Director's or Project Manager's decision on acceptable documentation in this context shall be final and binding upon all parties to the contract. No price increase shall result in a higher profit margin. Pricing changes will apply to Task Orders for which the Notice to Proceed is signed by the Project Manager on or after the effective date of the price change. Price increases will not be retroactive to purchase orders already issued. The maximum payment for each Task Order shall be the price indicated in the purchase order issued by the City.

To facilitate prompt consideration, all requests for price increases must include the following information:

- Contract Item Number
- Current Item Price
- Proposed New Price
- Percentage of Increase
- Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

B. Project: City Wide Oncall Construction with HEI

C. City Department: Airport

D. Distribution:

City: James Garduno, Airport Project Manager
jdgarduno@santafenm.gov, 505-670-3232

Contractor: Rachelle Casuga, HEI Inc., Business Owner
rcasuga@heinm.com, 505-880-1819

Neil Hurd, HEI Inc., Business Owner
nhurd@heinm.com, 505-880-1819

2. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the (BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed \$10,000,000.00 (ten million dollars) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract shall be paid by the City to the Contractor only on the labor rate listed within the Statewide Price Agreement (40-00000-23-00074).

The Unit Bid Contract Total is determined as follows:

On-Cal for Construction Services

The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed Ten Million Dollars (\$10,000,000.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

A. The total amount payable to the Contractor under this Contract, excluding/including gross receipts tax and expenses, shall not exceed \$10,000,000.00 for the term of this Contract.

The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Task Order assigned to Contractor at the rate set forth in [procurement – offer in response to SWPA # 40-0000-23-00034.

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

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

D. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

E. Notice of Extended Payment Provision for Grant Funded Contracts. This contract allows the City to make payment within 45 days after submission of an undisputed request for payment for contracts funded by grant money consistent with NMSA 1978, sec. 57-28-5(B).

3. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **two (2) years from date of final signature**.

4. 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 5, "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.

5. Appropriations

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

6. Status of Contractor

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

7. Construction Contract Performance and Payment Bond

A. When a construction contract is awarded in excess of twenty-five thousand dollars (\$25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more.

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

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

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

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

14. Amendment

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

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

15. Change Orders

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City 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:

- 1) Deliverable requirements, as outlined in the Scope of Work;
- 2) Due date of any Deliverable, as outlined in the Scope of Work;

- 3) Compensation of any Deliverable, as outlined in the Scope of Work;
- 4) Contract compensation, as outlined in Article 2; or
- 5) Contract termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

- 1) The Project Manager shall draft a written Change Request for review and approval by the City 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.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Contract, and become binding as a part of the original Contract.

16. 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.

Statewide/Existing Agreements 13-1-129

This Contract is issued against the state or agency Master Agreement, established and maintained by the State of New Mexico, SWPA# 40-00000-23-00034, and through this language hereby incorporates this Contract by reference and is included in the order of precedence.

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

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

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

20. Workers Compensation

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

21. Other 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.

C. **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.

D. 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.

22. Records and Financial Audit

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

23. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys’ fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. 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.

25. 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.

26. 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.

27. Notices

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

To the City: Sebastian Gallegos, Airport Project Administrator,
sfgallegos@santafenm.gov
505-695-3538

To the Contractor: Rachele Casuga, HEI Inc., Business Owner
rcasuga@heinm.com, 505-880-1819

Neil Hurd, HEI Inc., Business Owner
nhurd@heinm.com, 505-880-1819

28. Authority

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

29. Progress Payments

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

30. Final Payment

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

31. Schedule

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor and are part of their Contract.

32. General and Special Provisions

A. Terms used in this Contract which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain

adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to comply with the law.

C. This Contract shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Contract.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. 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 illegal payments.

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

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Contract are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Contract.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Contract shall be attached to this Contract at the time of execution and are hereby incorporated by reference as though set forth in full in this Contract to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby.

K. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

L. Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

M. Pursuant to NMSA 1978, section 13-1-191, reference is hereby made to the Criminal Laws of New Mexico (including NMSA 1978, sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3) which prohibit

bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (NMSA 1978, sections 13-1-28 through 13-1-199) imposes civil and criminal penalties for its violation.

N. Pursuant to NMSA 1978, section 13-4-11. Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

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:

ALAN WEBBER, MAYOR

Neil Hurd

NEIL HURD, OWNER

DATE: _____

DATE: Dec 1, 2025

NMBTIN#: _____

ATTEST:

CITY CLERK

CITY ATTORNEY’S OFFICE:

Kevin L. Nault

Kevin L. Nault (Dec 2, 2025 15:44:38 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/27/2025

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

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

PRODUCER RSC Insurance Brokerage, Inc. 1690 S Telshor Blvd. Las Cruces NM 88011		CONTACT NAME: Dianne Dawkins PHONE (A/C, No, Ext): (575) 888-3413 E-MAIL ADDRESS: ddawkins@risk-strategies.com FAX (A/C, No):	
INSURED HEI, Inc. 3800 Vassar, NE PO Box 31310 Albuquerque NM 87190-1310		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: Builders Trust of New Mexico INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10677 525190	

COVERAGES

CERTIFICATE NUMBER: 2025-2026 Liability

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPP 0087604	06/01/2025	06/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	EPP 0087604	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Non-Owned \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			EPP 0087604	06/01/2025	06/01/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC100-0005961-2025A	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 200000 E.L. DISEASE - EA EMPLOYEE \$ 200000 E.L. DISEASE - POLICY LIMIT \$ 200000
A	Installation Floater			EPP 0087604	06/01/2025	06/01/2026	Jobsite Limit \$100,000 Temporary Storage \$100,000 Deductible \$1,000

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

Project: All Jobs

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe 1600 St. Michaels Dr. Santa Fe NM 87505	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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