Agenda **Regular Meeting of the Public Works and Utilities Committee**
August 4, 2025 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Public Works and Utilities Committee Meeting

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Public Comment
6. Presentations
    a. Public Utilities Department Employee of the Month July 2025: Steve Shultz, Water Division (Jonathan Montoya, Interim Water Division Director; jmmontoya@santafenm.gov)
    b. City of Santa Fe Backflow Prevention and Control Program. (Justin Gonzales, Cross Connection Specialist; jmgonzales1@santafenm.gov)
7. Action Items: Consent Agenda
    a. Request for Approval of a Construction Contract with Sub Surface Contracting, Inc. for On-Call Equipment Replacement in the Total Amount of $8,655,000 for a Four-Year Term. (P. Fred Heerbrandt, P.E.; pfheerbrandt@santafenm.gov)

        1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $2,163,750 from the Wastewater Enterprise Fund to WIP Construction.

        Committee Review:
        Public Works and Utilities Committee: 08/04/2025
        Finance Committee: 08/11/2025
        Governing Body: 08/13/2025

    b. Request for Approval of a Construction Contract with Advanced Environmental Solutions, Inc. for Siler Complex Fuel Station Remediation in the Total Amount

of $224,205 through December 28, 2025. (Marlisa B. Wilson, Public Works Project Manager; mbwilson@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 08/04/2025
Finance Committee: 08/11/2025
Governing Body: 08/13/2025

c. Request for Approval to Purchase Six Electric Paratransit Buses from Creative Bus Sales in the Total Amount of $563,868 Excluding NMGRT. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 08/04/2025
Finance Committee: 08/11/2025
Governing Body: 08/13/2025

d. Request for Approval to Purchase Replacement Camera Security System for Fifteen Transit Buses and Vans from Model 1 Commercial Vehicles in the Total Amount of $310,315 Including NMGRT. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 08/4/2025
Finance Committee: 08/11/2025
Governing Body: 08/13/2025

e. Request for Approval of a Construction Contract with AnchorBuilt, Inc. for Design-Build Construction Services of a Fire Apparatus Storage and Training Facility at Fire Station No. 5 in the Total Amount of $2,500,000 Including NMGRT through June 30, 2026. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 08/04/2025
Finance Committee: 08/11/2025
Governing Body: 08/13/2025

f. Request for Approval of General Service Contract with Vertosoft, LLC for the Purchase of OpenGov and Implementation Services in the Total Amount Not to Exceed $800,576.77, Including NMGRT, for a Five-Year Term. (Heather Lamboy, Planning and Land Use Director; hllamboy@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 08/04/2025
Quality of Life Committee: 08/06/2025

Finance Committee: 08/11/2025
Governing Body: 08/13/2025

g. Request for Approval of Purchase With Skymark Refuelers for the Purchase of a 1,400 Gallon Tank Diesel and Gasoline Fuel Truck in the Amount of $254,541. (Allan Mantle, Airport Operations Manager; apmantle@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 08/04/2025
Finance Committee: 08/11/2025
Governing Body: 08/13/2025

h. Request for Approval of a General Services Agreement with Southwest Water Works LLC., for Operation and Maintenance Services in the Total Amount of $432,750 for a Term of One Year. (Leroy Alavardo, Operations Supervisor, @lmalvarado@santafenm.gov or Michael Dozier, Wastewater Division Director, @mldozier@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $432,750 from the Wastewater Enterprise Fund to Professional Contracts.

Committee Review:
Finance Committee: 07/28/2025
Governing Body: 07/30/2025 POSTPONED TO AUGUST 13, 2025, REGULAR GOVERNING BODY MEETING
Public Works and Utilities and Committee: 08/04/2025
Governing Body: 08/13/2025

i. CONSIDERATION OF RESOLUTION NO. 2025-___. (Councilor Lee Garcia)
A Resolution Accepting a Grant from the Local Government Road Fund Program Administered by New Mexico Department of Transportation and Entering into Cooperative Agreement Control Number L500618. (Romella Glorioso-Moss, Projects Administrator; rsglorioso-moss@santafenm.gov)

Committee Review:
Governing Body (Introduced): 07/30/2025
Public Works and Utilities Committee: 08/04/2025
Finance Committee: 08/11/2025
Governing Body: 08/13/2025

j. CONSIDERATION OF RESOLUTION NO. 2025-____. (Councilor Alma Castro, Councilor Michael Garcia, Councilor Pilar Faulkner)
A Resolution Proposing a Ballot Question to be Submitted to the City's Voters During the November 4, 2025, Regular Local Election Regarding Amending

the City’s Charter to Limit the Mayor’s Authority to Vote when there is a Tie. (Marci Eannarino, Legislation and Policy Innovation Manager; maeannarino@santafenm.gov)

Committee Review:
Governing Body (Introduced): 07/30/2025
Public Works and Utilities Committee: 08/04/2025
Quality of Life Committee: 08/06/2025
Finance Committee: 08/11/2025
Governing Body: 08/13/2025

8. Action Items: Discussion Agenda

9. Executive Session

10. Matters from Staff

11. Matters from the Committee

12. Matters from the Chair

13. Next Meeting:

14. Adjourn

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.

City of Santa Fe
Backflow Prevention and Control Program

Justin Gonzales
Cross Connection Specialist
August 4, 2025

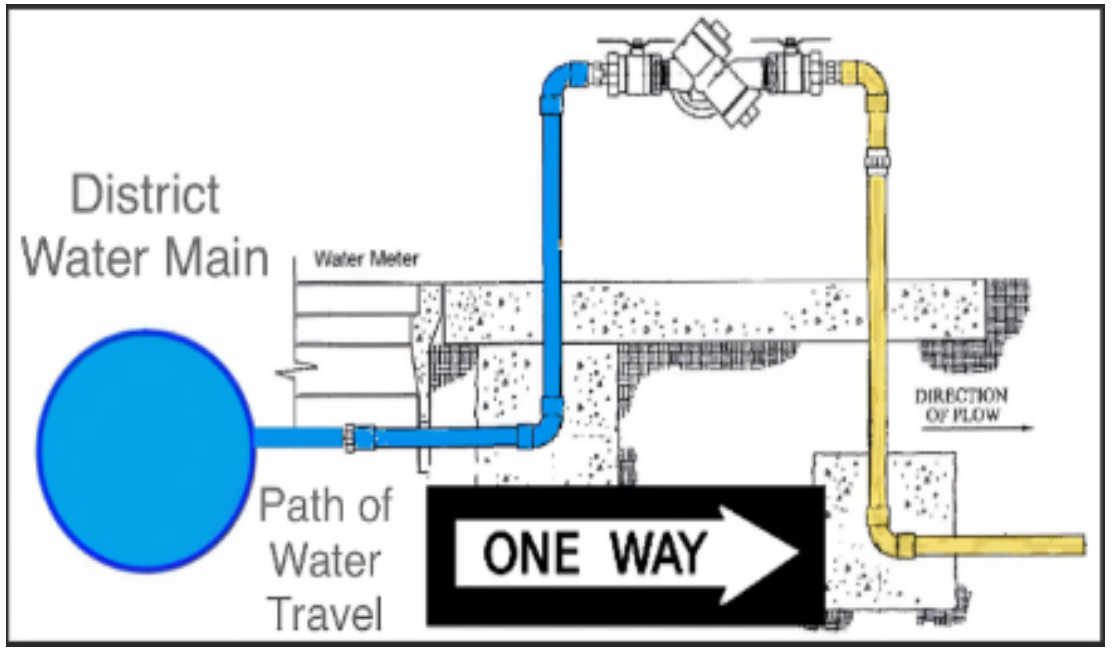
Backflow

- Undesirable reversal of water flow from beyond a water meter back into water system
- Can be caused by loss of pressure in the water system (e.g. due to a main break) or an increase in pressure on the customers side (e.g. due to a connected well or pump for multi-story buildings)
- Represents a threat to the safety of our water



Importance of a Backflow Prevention Program

- Reduction of potential threat to the safety of our water
- Backflow prevention assemblies are required by plumbing code
- A backflow prevention program ensures these required assemblies are tested after installation and every year after



Backflow Prevention Program as Best Practice

- Best practice followed by utilities of our size (Rio Rancho, Las Cruces, Los Alamos, Albuquerque all have backflow prevention programs)
- Significant backflow contamination events have occurred nationally
- At least one hazardous backflow contamination event has occurred in our system



Backflow prevention assembly on fire service on Shoofly

Where are Backflow Prevention Devices required?

- Fire suppression systems (~500 in CoSF)
- Commercial water meters (~500 in CoSF)
- Irrigation water meters (~1000 in CoSF)
- Residential water meters where there is a well on the property (~100s in CoSF)



Backflow prevention assembly near Restoration Pizza in railyard

Water usage data

- Using our water usage software, we can see when backflows occur at the customers meter



RPZ Backflow Preventer installed to eliminate backflow from well to City's Water System







Fire Service Backflow Preventer.



El Castillo Life Plan Community fire service Hot Box painted to match stucco of building



8” fire service for El Castillo Life Plan Community buildings



Irrigation Backflow Preventer





Commercial Backflow Preventer

Commercial water and ice dispensing machine on Cerrillos with backflow preventer installed

CITY OF SANTA FE

The Purchasing Memo

Date: July 15, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: P. Fred Heerbrandt, P.E. P. Fred Heerbrandt, P.E.

Via: Jesse Roach, Interim Public Utilities Director

Via: Michael Dozier, Wastewater Division Director

Subject: ITB 25159 On-Call Equipment Replacement Construction Contract FY26

Vendor Name: Sub Surface Contracting, Inc.

Munis Vendor Number: 7991

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a construction contract in the total amount of $2,163,750 per year for a total of $8,655.000 including NMGRT over the four-year term for On-Call Construction Services with Sub Surface Contracting, Inc.

Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $2,163,750 from the Wastewater Enterprise Fund to WIP Construction.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260011

BACKGROUND AND SUMMARY:

The City of Santa Fe, Public Utilities Department, Wastewater Management Division (Division) wishes to establish a Price Agreement for On-Call Equipment Replacement, Repair, and Installation services by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements, replacements, new construction services and material for facilities and processes throughout the Paseo Real Wastewater Reclamation Facility, the Sanitary Sewer Collection System, and other remote locations.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise Fund/Fund 500

Munis Org Name/Number: Wastewater Capital Projects/5000375

Munis Object Name/Number: WIP Construction/572970

Budget Officer / Designee: Andy Hopkins **Date:** 07/21/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

ITB 25159 – On Call Equipment Replacement, Repair, and Installation Services, three awards.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 07/21/2025

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:** _____ **Date:** _____

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

CPO Service Determination Email

Certificate of Liability Insurance (COI)
Construction Contract
Rate sheet
BAR

Item #: _____
Munis Contract #: ___3260011____
ITB #: 25159

CITY OF SANTA FE

CONSTRUCTION CONTRACT

ON-CALL EQUIPMENT REPLACEMENT CONSTRUCTION SERVICES

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Sub Surface Contracting, 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 City of Santa Fe, Public Utilities Department, Wastewater Management Division (Division) wishes to establish a Price Agreement for On-Call Equipment Replacement, Repair, and Installation services by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements, replacements, new construction services and material for facilities and processes throughout the Paseo Real Wastewater Reclamation Facility, the Sanitary Sewer Collection System, and other remote pumping facilities.

The Division shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the construction work required for the project. The Contractor shall be responsible for verifications of all existing conditions, measurements, and dimensions for bidding.

The award of this Price Agreement is without assurance of quantity or dollar amount of work to be performed.

Contractors shall have the technical staff to perform diagnostic services and 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 to perform the work. Contractor shall be responsible for any applicable Local, County, State and Federal requirements and permits including, but not limited to, the City of Santa Fe's Stormwater Pollution Prevention Program and Stormwater BMPs.

The City of Santa Fe Wastewater Management Division shall be able to utilize this On-Call Contract as needed and as funding is available.

Term:
The term of this Price Agreement shall be for four (4) years from date of award. This Price Agreement shall not exceed four (4) years.

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 City and State laws and rules pertaining to Worker's Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules, when required to do so, this Price Agreement will be cancelled immediately.
This Price Agreement is not intended to create 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.

Wage Rates:
All work covered by this Invitation to Bid shall be in accordance with applicable City and 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. 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 Division will request a wage rate determination from the DWS for each project that is $60,000 or more.

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 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 Division may reject any quote that fails to provide a Public Works registration number for the prime Contractor and all other listed Contractors or subcontractors.

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 Contractor prior to each project over twenty-five thousand dollars ($25,000). Said bonds must be provided to the Division. Failure to comply shall result in the order being issued to another vendor and the difference in the cost being charged back to the awarded Contractor.

Other:
All work shall be in accordance with applicable City and state laws, the International Building Code (IBC) and the New Mexico building codes. The Contractor shall be responsible for all permits associated with this work as required by the governmental Authority Having Jurisdiction (AHJ).

All work shall be in strict compliance with the national and state building mechanical, plumbing and electrical codes including Sheet Metal and Air Conditioning Contractor's National Association(SMACNA), and the American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE) standards.

Contractors shall be capable of providing all coordination, supervision and services required for comprehensive general construction, equipment replacement, upgrade and improvement projects and to provide new construction services including incidental design. The scope of an individual project may include equipment and fixtures whether attached or not to the building. It can include, but not be limited to, site and utility work, mechanical work, pavement restoration, building repair, renovation, painting, stucco, backfill services, digging, ditching, rock stabilization, concrete, and pour in place and form place finish. The utility work shall include building power systems such as solar panels, piping, pumping systems, and waste treatment systems. It may also include demolition and abatement projects.

All material shall be new and of the highest quality available for the type of work being performed. The purchase of major equipment or material must be preceded by submission of submittal data on the proposed equipment or material and shall be reviewed and approved by the Division. If the Contractor is requesting reimbursement for materials used on the work, copies of the invoices for the materials must be included when submitting invoices/pay applications. The Contractor may NOT add markups for the materials purchased.

The requesting entity reserves the right to purchase materials or specialty services directly from existing Statewide Price Agreements and other sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project. Specialty services provided from Statewide Price Agreements and other sources shall be coordinated by the Contractor.

If the Contractor is requesting reimbursement for materials used on the work, copies of the invoices for the materials must be included when submitting invoices/pay applications. The Contractor may NOT add markups for the materials purchased.

The Division reserves the right to obtain quotes from multiple vendors covered under this Price Agreement and award a project to a contractor based on the quotes.

The Division 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 Division feel it is in its best interest to provide these extraordinary security services.

The Division 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 City property, will be prosecuted.

Contractor:

No person shall act as a Contractor without a license issued by the Construction Industries Division (CID), 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 license issued by the CID to bid and to perform the type of work to be undertaken, as set forth in NMSA 1978, §60-13-12.

Safety shall be of main concern and enforced by the Contractor on site. The Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The on-site superintendent shall always have a minimum OSHA 10 and preferably OSHA 30 card with them when on the jobsite. The Division 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 safeguards, safety devices, protective equipment and 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 Division in connection with the performance of the work covered by this price Agreement.

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 diagnose problems and to make the appropriate decisions needed to provide these services.

The Contractor shall follow the Occupational Safety and Health Act (OSHA) 29 CFR 1910.147 Standard pertaining to "Lockout/Tagout" procedures for hazardous energy.

The Contractor shall agree to provide required labor within 24 hours for emergency situations.

Contractor's price shall include labor costs, permits, overhead, profit, insurance, equipment, tools and any other fees required to successfully complete the work requested. The Contractor 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. The Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with their work.

Replacement systems and related equipment shall meet current minimum "Energy Star" energy conservation standards.

Subcontracting of work is allowed and shall have prior approval by the Division. Subcontractors shall have the appropriate current valid Contractor's licenses for their work. Proof of licenses shall be furnished upon request.

There will be NO markups allowed for adding subcontractor costs or to cover general conditions (administrative costs and other related expenses) allowed on any of the quotes issued pursuant to this Price Agreement. If a subcontractor is hired for the project the reimbursement must be at actual cost of the subcontractor's cost. The cost of the subcontractor will be added at time of invoicing as a separate item to be paid by the Department.

Furnishing of submittal data for any/all new equipment and materials as well as Operation & Maintenance Manuals' s is required. Training of site personnel for the proper operation of newly installed equipment/systems and its related controls will be required for completion. This training will be acceptable to the person in charge of the facility and/or the City's Project manager in charge of the project.

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, the contractor will be held responsible for repairing any damage done by his employees, subcontractors, and vendors. The Contractor shall restore any damage to existing and/or adjacent finishes damaged while performing work and to make new work inconspicuous with the existing adjacent finishes.

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

Clean Up and Storage:

A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. Division'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 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 Division'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.
D. Storage of materials and construction equipment shall be coordinated with the Division.

Task Order:

The Contractor shall be required to provide On-Call Equipment Replacement, Repair, and Installation Services for any number of the activities listed under the Scope of Work upon the request of the Division. When a service is identified, the Division shall provide, at a minimum, a detailed scope of work and/or drawings defining work required. Each project will be individually described in a "Task Order". The Task Order 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 Price Agreement will apply to all Task Orders.

Upon receiving the City's Task Order, the Contractor shall promptly visit the site and compare the Division'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 (based upon the rates submitted in the Bid Form) sub-contractors list (including subcontractor’s CID licenses) and cost summary to include the work to be performed, sub-contractors costs and the amount of time required for the completion of the project and submit to the Division at no cost to the Division. Project schedules, negotiated price, and completion dates shall be determined on a project-by-project basis and dependent upon the urgency of that task.

If any equipment or system cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information they 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 Division's standards will be discussed and taken into consideration when proposing replacement units or systems. Any replacement unit shall be reviewed and approved by the requesting entity.

Change Orders:

Any change orders to the project scope will require an additional Task Order with backup materials and labor costs and shall be substantiated that there was no way of knowing the additional services were needed when the original quote was provided. Change orders shall be managed closely by the Division. Preventative measures shall be taken by both the contractor and the Division prior to issuing the Notice to

Proceed. Such measures may include, but are not limited to, soil tests (soil boring); clarification of ambiguity in the project plan, the scope of work, the Task Order, the drawings, etc.; the project scope should be completely defined and agreed upon before any work begins.

Other Construction Related Terms and Conditions:

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.)

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 Division 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 Division during the term of performance of the Work and for as long thereafter as required.
C. The Division 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 Division shall perform inspections and tests in a manner that will not unduly delay or interfere with the Contractor's performance.
D. If the Division 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.
E. If any part of the services does not conform with the requirements, the Division 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 Division may:
   (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements; and
   (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 Division may:
   (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Division 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 REQUESTING ENTITY'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 Division may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period as the Division 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.

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.

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 Division 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 requesting entity 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 Division'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 Task Order 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 Division.
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. A new schedule shall be presented with any change orders.
D. The Contractor shall prepare a daily report each day the Contractor, subcontractors or any other entity are on the project. The daily reports shall be maintained at the site and be well organized. The Division may request copies at any time. The reports may include:
   1. report date and who prepared the report;
   2. weather conditions - low 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: and
   8. quality assurance and control -company, description of issue, specification section, issued by.

Close-out Requirements:

The Contractor shall submit to the Division 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.

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

Work associated with Punch List(s);

a. testing, balance or performance operations complete and in agreement that associated work is in compliance with the Contract Documents;
b. 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 the Division;
c. as-Built drawings delivered in AutoCAD or electronic format;
d. written certification signed by the Division of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by the Division;
e. delivery of all warranties required by the Work;
f. 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;
g. Start-up of any new equipment and training of staff on all new equipment;
h. Operations and Maintenance Manuals;
i. a certified statement of Release of Liens (American Institute of Architects AlA 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. The Contractor shall warrant its work for repairs or restoration of existing systems 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 Division warranties of replaced roofs and equipment offered by the manufacturer.

Bid Information:

Hourly rates are requested for the three (3) levels of personnel.

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.

Journeyman or Experienced Worker: a person licensed by the State for work required and being performed or a person with many years of experience with a high rate of pay.

Laborer: a person with minimal experience, performing minor forms of labor.

The City of Santa Fe reserves the right to award this Price Agreement to multiple vendors. Bidders must include pricing for all items starting from item 001 through item 016 in order to allow for accurate comparisons. If a Bidder fails to include one or more of those items his Bid may be rejected.

2. **Compensation**

A. The total amount payable to the Contractor under this Contract, excluding gross receipts tax and expenses, shall not exceed two million dollars ($2,163,750.00) per fiscal year, including NMGRT, for a total of four million dollars ($8,655,000.00) for the four (4) year term of this Contract. The applicable gross receipts tax shall be shown as a separate amount on each billing or request for payment made under the contract, consistent with NMSA 1978, Section 13-1-108.

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 **four (4) years from the 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 Task Order is approved 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 approval of the Task Order. 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. Approval of a task order 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 Task Order; 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 Task Order, 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 Task Order.

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. <u>Amendment</u>

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. <u>Change Orders</u>

A. Changes. The Contractor may only make changes or revisions within the Task Order as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the Project Manager, P. Fred Heerbrandt, P.E., 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 Task Order;
2) Due date of any Deliverable, as outlined in the Task Order;
3) Compensation of any Deliverable, as outlined in the Task Order;
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 Task Order as described above, a Change Request shall be submitted that meets the following criteria:
1) The Contractor shall draft a written Change Request for review and approval by the Project Manager to include:
(a) the name of the person requesting the change;
(b) a summary of the required change;
(c) the start date for the change;
(d) the reason and necessity for change;
(e) the elements to be altered; and

(f) the impact of the change.

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

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.

All terms and conditions of the **ITB #25159 – On-Call Equipment Replacement Construction Services,** and the Contractor's response to such document(s) are incorporated herein 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. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

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

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: P. Fred Heerbrandt, P.E.
pfheerbrandt@santafenm.gov
73 Paseo Real
Santa Fe, NM 87507

To the Contractor: Neal Keiper
Sub Surfacing Contracting, Inc.
27 Paseo De River
Santa Fe, NM 87507

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 Task Order 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 Task Order 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. 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:

_____
Alan Webber, Mayor

DATE: _____

CONTRACTOR:

NEAL KEIPER (Jul 10, 2025 11:37 MDT)

_____
Neal J. Keiper, President

DATE: 07/10/2025

NMBTIN#: _____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 10, 2025 11:38 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

EXHIBIT A

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Comments
			Wage Rates for Projects Under $60,000		
1	1	HR	Superintendent - Regular Hourly Rate	$ 75.00	
2	1	HR	Superintendant - Overtime Hourly Rate	$ 112.50	
3	1	HR	Journeyman or Experienced Worker - Regular Hourly Rate	$ 70.00	
4	1	HR	Journeyman or Experienced Worker - Overtime Hourly Rate	$ 105.00	
5	1	HR	Laborer - Regular Hourly Rate	$ 43.00	
6	1	HR	Laborer - Overtime Hourly Rate	$ 64.50	
			Wage Rates for Projects Over $60,000		
7	1	HR	Superintendent - Regular Hourly Rate	$ 75.00	
8	1	HR	Superintendant - Overtime Hourly Rate	$ 112.50	
9	1	HR	Journeyman or Experienced Worker - Regular Hourly Rate	$ 70.00	
10	1	HR	Journeyman or Experienced Worker - Overtime Hourly Rate	$ 105.00	
11	1	HR	Laborer - Regular Hourly Rate	$ 43.00	
12	1	HR	Laborer - Overtime Hourly Rate	$ 64.50	
			Misc. Rates		
13	1	Disc.	Discount off all materials. Enter zero if no discount is offered	$ -	
14	1	Daily	Temporary Site office trailer, rental rate	$ 200.00	
15	1	Daily	Temporary fencing, rental rate	$ 200.00	
16	1	Dialy	Sanitary/toilet facilities, rental rates	$ 50.00	

From: DUTTON-LEYDA, TRAVIS K.
To: GABALDON, RACHEL D.; HEERBRANDT, PAUL F.; MACALLISTER, LINDA M. (Contractor)
Subject: Fw: Contract Review Request Form - Denise Gabaldon
Date: Thursday, December 12, 2024 10:54:22 AM

Fred, please see below. Do you want to argue this or do you want to move forward with a construction ITB?

Thank you.

Regards,

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

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

Internal Link: https://intranet.santafenm.gov/finance_1

Chart, text



From: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Sent: Thursday, December 12, 2024 10:47 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Subject: Re: Contract Review Request Form - Denise Gabaldon

Dear Travis:

I point to the scope of work:

The Contractor shall perform On-Call Equipment Replacement, Repair, and Installation services to provide miscellaneous repairs, upgrades, improvements, replacements, new construction services and materials for facilities and processes throughout the Paseo Real Wastewater Reclamation Facility, the Sanitary Sewer Collection System, and other remote locations.

The Division shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the construction work required for the project. The Contractor shall be responsible for verifications of all existing conditions, measurements, and dimensions for completing the work.

Contractors shall have the technical staff to perform diagnostic services and provide the correct agencies

with professionally prepared, stamped drawings in order to obtain installation or construction permits when needed. The Contractor is responsible for obtaining all required licenses, fees and permits required to perform the work. Contractor shall be responsible for any applicable Local, County, State and Federal requirements and permits including, but not limited to, the City of Santa Fe's Stormwater Pollution Prevention Program and Stormwater Best Management Practices.

Further, the definition of construction is quite broad in the procurement code:

A. "Construction" means building, altering, repairing, installing or demolishing in the ordinary course of business any:

...

(6) sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility;

(7) sewage, water, gas or other pipeline;

...

(10) water, oil or other storage tank;

...

(12) electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners;

NMSA 1978, sec. 13-1-40.

The services in the scope of work clearly fall into the definition of construction under the code.

Marcos Martínez

CITY OF SANTA FE

This message may be subject to the attorney client privilege. 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. 16-404(B) NMRA.

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, December 12, 2024 10:30 AM
To: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Cc: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Marcos, more and more I'm thinking this should be general services. The awarded vendors are just going to be replacing existing equipment and won't modify the buildings in any way.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501

505-629-8351
tkduttonleyda@santafenm.gov

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

Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

Internal Link: https://intranet.santafenm.gov/finance_1



More Procurement, less drama ~ John Blair

From: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Sent: Tuesday, December 10, 2024 2:19 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: FW: Contract Review Request Form - Denise Gabaldon

Forwarding this for review! Per Amy's email below, Marcos thinks this should be a construction contract.

Thanks,

Denise Gabaldon, CPO

From: GABALDON, RACHEL D.
Sent: Monday, December 9, 2024 2:19 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: FW: Contract Review Request Form - Denise Gabaldon

Hey Travis,

One more thing to look at when you have a chance! This is the contract that will go with the On-Call Equipment replacement, repair and installation, it was originally determined to be General Services but Marcos is strongly leaning towards this being a construction contract. Can you review?

Thanks,

Denise Gabaldon, CPO

From: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Sent: Wednesday, December 4, 2024 9:30 AM
To: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Denise,

We do need Travis to look at this again for the determination. Marcos is still questioning the classification of “construction” (see his comments). Is there anyone who makes determinations while Travis is out? Or we may want to wait for him to return. Unless you heard back from him before he left last week.

Let’s stay in touch and sorry I don’t have a definitive answer.

Thanks!
Amy

From: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Sent: Monday, December 2, 2024 10:38 AM
To: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Thank you!

Thanks,

Denise Gabaldon, CPO

From: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Sent: Monday, December 2, 2024 10:35 AM
To: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Good morning! I will follow up on this one too.

Thank you!

From: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Sent: Monday, November 25, 2024 2:08 PM
To: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Good afternoon Amy,

I have attached the ITB contract for On-call equipment replacements with answers/comments from the department.
About it being a construction contract, the department has specified that this contract is to buy and install the equipment so there are construction components but it is not solely for construction. Travis has not commented on it in Teams yet.

Thanks,

Denise Gabaldon, CPO

From: GABALDON, RACHEL D.
Sent: Friday, November 22, 2024 3:55 PM
To: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Thank you, I will double check with Travis and let the department know!

Thanks,

Denise Gabaldon, CPO

From: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Sent: Friday, November 22, 2024 3:09 PM
To: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Hi Denise! I just got this back from Marcos and his biggest concern is this seems like a construction contract. Can you confirm with Travis this is correct and reply to the other comments as well.

Thank you,
Amy

From: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Sent: Thursday, November 21, 2024 3:06 PM
To: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Hello Amy!

Any word from Marcos on this?

Thanks,

Denise Gabaldon, CPO

From: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Sent: Wednesday, November 20, 2024 8:21 AM
To: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

You too, thank you!

From: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Sent: Wednesday, November 20, 2024 8:20 AM

To: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Awesome, thank you!

Have a good day,

Denise Gabaldon, CPO

From: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Sent: Wednesday, November 20, 2024 8:19 AM
To: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Morning! It is with Marcos for review. Let me follow up with him today about it.

From: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Sent: Wednesday, November 20, 2024 8:10 AM
To: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: FW: Contract Review Request Form - Denise Gabaldon

Good morning Amy,

I hope all is well! Can I get an update on the review of this contract for an ITB when you get a chance?

Thanks,

Denise Gabaldon, CPO

From: GABALDON, RACHEL D.
Sent: Thursday, November 14, 2024 9:20 AM
To: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Good morning Amy,

I have attached the dept's edits.

Have a good day

Denise Gabaldon, CPO

From: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Sent: Wednesday, November 13, 2024 11:49 AM
To: GABALDON, RACHEL D. <rdgabaldon@santafenm.gov>
Subject: RE: Contract Review Request Form - Denise Gabaldon

Morning Denise!

In beginning the review of this ITB, I noticed the SOW includes much more than the scope of work.

Can you remove all of the details in the SOW that aren't actually part of it. For example, compensation, term, insurance requirements as all of these are already in the body of the template. If there are details in each of those paragraphs that the department wants to edit from the template, please make the redlines in the actual paragraphs, not in the SOW.

Also, all of the ITB language that talks about the bidder, etc, should not also be in the SOW.

Please update and reply here with an updated version of the ITB with the directives above in mind.

Thank you much,
Amy

From: Jotform <noreply@jotform.com>
Sent: Thursday, November 7, 2024 9:10 AM
To: KENNY, JULIE C. <jckenny@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: Re: Contract Review Request Form - Denise Gabaldon

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

Contract Review Request Form

Vendor/Contractor Name	ITB 25066 On-Call Equip Repair & Installation
Your Name	Denise Gabaldon
Your Email	rdgabaldon@santafenm.gov
Your Phone Number	(505) 231-5003
City Department/Division	Finance

If this is a contract to procure goods or services, what is the procurement method?	Invitation to Bid (ITB)
Upload Purchasing Determination and Exhibits mentioned in the Contract or Amendment.	RE_ On-Call Equipment Replacement, Repair, and Installation Services (1).PDF Horizons Of New Mexico List (1).pdf
Is the Department proposing to use a City contract form, an external contract form, or is the Department requesting a custom contract or amendment?	City Contract Form
Please upload draft contract in Word. If this is an amendment, please also upload a pdf of the original approved contract and previous amendments if applicable.	GS Contract On-Call Equip Replace DG 11 6 24_3202.docx
The full name of the Vendor/Contractor's signatory. This will be added to the signature page.	Uknown
The Vendor/Contractor signatory's title.	Unknown
Are there special requests, or is this an emergency, such that a delay could harm the City's employees, the public, City property, or City finances?	Good morning, this is for an ITB so there is not any vendor information just yet. Thank you!

You can edit this submission and view all your submissions easily.

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities/Wastewater	7/10/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WW Capital Projects/WIP Construction	5000375	572970		$ 2,163,750	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 2,163,750	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

To increase account 572970 for **subsurface**. Please see memo for detail and please add **subsurface** for posting of BAR (FY26)

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(2,163,750)
TOTAL:	**(2,163,750)**

Linda MacAllister 7/10/2025
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

Department Director Signature Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins 07/21/2025
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2025

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 **License # 0757776** **HUB International Insurance Services (SOW)** **2905 Rodeo Park Drive East** **Building 6, Suite 100** **Santa Fe, NM 87505**	CONTACT NAME: **Michelle Vialpando** PHONE (A/C, No, Ext): **(505) 992-1873** FAX (A/C, No): **(866) 487-3972** E-MAIL ADDRESS: **michelle.vialpando@hubinternational.com**
INSURED **Sub Surface Contracting Inc** **27A Paseo De River St** **Santa Fe, NM 87507**	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : **ACUITY, A Mutual Insurance Company** — **14184** INSURER B : **Builders Trust of New Mexico** INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR [X] **PD Ded: $500** GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			**Z75944**	**7/1/2025**	**7/1/2026**	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ **1,000,000** $ **250,000** $ **10,000** $ **1,000,000** $ **3,000,000** $ **3,000,000** $
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			**Z75944**	**7/1/2025**	**7/1/2026**	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ **1,000,000** $ $ $ $
A	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ **0**			**Z75944**	**7/1/2025**	**7/1/2026**	EACH OCCURRENCE AGGREGATE $	$ **2,000,000** $ **2,000,000** $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: **Y** If yes, describe under DESCRIPTION OF OPERATIONS below	**N / A**		**0692**	**1/1/2025**	**1/1/2026**	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ **2,000,000** $ **2,000,000** $ **2,000,000**
A	**Leased/Rented Eqpt**			**Z75944**	**7/1/2025**	**7/1/2026**	**Ded: $500 / Limit:**	**200,000**

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

CERTIFICATE HOLDER

City of Santa Fe
210 Lincoln Ave.
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CITY OF SANTA FE

Date: July 8, 2025

To: Governing Body

From: Marlisa B. Wilson, Public Works Project Manager Marlisa B. Wilson

Via: Regina Wheeler, Public Works Department Director RW
RW (Jul 10, 2025 12:13 MDT)
Sam Burnett, Facilities Management Division Director
JOHN BURNETT (Jul 9, 2025 10:12 MDT)

Subject: Siler Complex Fuel Station Remediation

Vendor Name: Advanced Environmental Solutions, Inc.

Vendor Number: 2079

ACTION:
Request for Approval of a Construction Contract with Advanced Environmental Solutions, Inc. in the Total Amount of $224,205 for Siler Complex Fuel Station Remediation with Term Ending December 28, 2025. (Marlisa B. Wilson, Public Works Project Manager, mbwilson@santafenm.gov)

CONTRACT NUMBER:
The FY25 Munis Contract Number is 3250578.

BACKGROUND AND SUMMARY:
The City has determined that the fuel station located at 1142 Siler Road is no longer a necessary municipal asset. Continued operation would require substantial capital investment to address aging infrastructure, outdated equipment, and ongoing maintenance and regulatory compliance costs. With the successful adoption of the City's Fleet Fuel Program utilizing WEX cards, the station has become functionally obsolete. Accordingly, the fueling system, including underground storage tanks, will be decommissioned and remediated.

The station has been in operation for over 36 years. Proactively decommissioning the facility will help the City avoid future risks associated with aging fuel infrastructure and unsupported systems. There is no data indicating whether the system leaked.

Staff has met with NMED to understand compliance and risks and is proceeding with recommended process for decommissioning and remediation. The underground tanks will be removed, and subsurface soil conditions are assessed to determine whether additional remediation is required.

The City submitted a 30-Day Notice of Temporary Closure to the State of New Mexico on February 18, 2025. This notice remains valid for one year.

Advanced Environmental Solutions (AES) has been contracted to perform the closure and remediation work. Their scope includes the excavation of asphalt and soil to expose and remove the three underground storage tanks. Soil samples will be collected from beneath the tanks and analyzed

to determine if leakage has occurred. If contamination is present, additional work will be required that may require a contract amendment.

The project is funded through FY25 one-time funding. The contract includes a 25% contingency to accommodate some unforeseen soil remediation needs identified during excavation.

Project completion is anticipated within six months of the notice to proceed.

ATTACHMENTS:
Construction Contract
Proposal
Statewide Price Agreement No. 40-00000-23-00034
Certificate of Insurance
Horizons Service List
CPO Determination

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:
Munis Org Name/Number: 3209980
Munis Object Name/Number: 572970

Budget Officer/Designee: Andy Hopkins Date: 07/14/2025
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement No. 40-00000-23-00034, which expires on December 28, 2025.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño Date: 07/14/2025
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: _____ Date: _____
Comment/Exceptions: JOHN BURNETT (Jul 9, 2025 10:12 MDT)

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: _____

Is this a Grant Funded Purchase? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Item #: _____
Munis Contract #: 3250578
SWPA #: 40-00000-23-00034

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 **Advanced Environmental Solutions, 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:

1. Contractor will prepare and submit a 30-day notification of tanks removal to the NM Environmental Department for review and approval.
2. Contractor will notify New Mexico one Call and have the site spotted for all underground utilities which may require a private line locator sub-consultant to locate buried utilities in the excavation areas.
3. Provide and install temporary perimeter fencing.
4. Pump any remaining liquids from the tanks and place the fuel removed in UN Specification 55gl drums. The drums containing off-spec fuel will be marked and secured on-site pending profiling and disposal. An episodic EPA ID# will be required to properly dispose of the drums at a cost of $500 payable to NMED.
5. Demolish and remove the overhead canopy and transport for recycling/disposal.
6. Cut, remove and dispose of the removed concrete and asphalt from above the tanks, fuel lines and dispensers.
7. Excavate and expose the tanks, piping and dispensers. Remove the three UST's and disconnect all associate piping, drain and collect any residual fuel.
8. Remove the three UST's and disconnect all associate piping; drain and collect any residual fuel.
9. Rinse the interior of the tanks with fresh water. Pump the rinsate water from the tanks and place into UN Specification 55gl drums. The drums containing off-spec rinsate water will be marked and secured on-site pending profiling and disposal.

10. Inert the tanks utilizing CO2 or dry ice.
11. Cut a hole in each tank and inspect for residual sludge.
12. In the event there is waste present in the tanks, Contractor will collect any residual liquids/sludge from the tanks and collect into 55gl drums. Contractor will obtain representative samples of the sludge/fuel and relinquish to a certified Laboratory for BTEX/TPH/RCRA Metals analysis. Contractor will mark, secure and leave drums on site and provide the City of Santa Fe with pricing for subsequent disposal by Contractor.
13. Contractor will load, secure and transport tank shells on a Bill of Lading for recycling/disposal.
14. Remove the fuel dispensers, bollards and fuel island structures and transport for recycling/disposal.
15. Disconnect and remove the Veeder Root panel and associated conductor wire. Disconnect and remove any electrical conductor wires.
16. Contractor will collect the appropriate samples underneath and around the removed tanks, dispensers and related piping and relinquish the samples to a certified Laboratory for 8015B Total Petroleum Hydrocarbons analysis.
17. If the samples return confirming the excavation to be contaminated, Contractor will provide the City of Santa Fe with pricing for the proper removal and disposal of the contaminated soils.
18. If the results are confirmed to be Negative, Contractor will backfill and compact the site with clean backfill material.
19. Prepare the surface for re-paving.
20. Install 4" asphalt pavement over the fuel station footprint.

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.

The Contractor shall comply with all applicable local, state, and federal laws and regulations.

B. Project: Siler Complex Fuel Station Remediation

C. City Department: Public Works Department – Facilities Management Division

D. Distribution:

City:
Marlisa Wilson
Project Manager
City of Santa Fe Public Works
2651 Siringo Road, Building E
PO Box 909
Santa Fe, NM 87504-0909
mbwilson@santafenm.gov

505-955-5937

Contractor:
Douglas Roshau
Project Manager
Advanced Environmental Solutions, Inc.
2318 Roldan Drive
Belen, NM 87002
droshau@aesnm.com
505-861-1700

2. **Compensation**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed not to exceed two hundred twenty-four thousand two hundred four dollars and forty cents ($224,204.40), which includes a 25% contingency and New Mexico gross receipts tax of 8.1875%.

The Unit Bid Contract Total shall be paid as follows:

Base Quote	$165,789.50	
25% Contingency	$41,447.38	
Subtotal		$207,236.88
Gross Receipts Tax (8.1875%)		$16,967.52
Base Bid plus Contingency and NMGRT		$224,204.40

The total amount payable to the Contractor under this Contract shall not exceed two hundred twenty-four thousand two hundred four dollars and forty cents ($224,204.40). 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.

B. Payment 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 thirty 30) 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 **December 28, 2025**. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

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.

This Contract is issued against the state or agency Master Agreement, established and maintained by the State of New Mexico General Services Department Purchasing Division, SWPA 40-00000-23-00034, Amendment No. 2, 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. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits**. The insurance requirements under this 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 indemnify, hold harmless, or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the indemnitor or its officers, employees or agents. 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) business 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:
Marlisa Wilson
Project Manager
City of Santa Fe Public Works
2651 Siringo Road, Building E
PO Box 909
Santa Fe, NM 87504-0909
mbwilson@santafenm.gov
505-955-5937

To the Contractor
Douglas Roshau
Project Manager
Advanced Environmental Solutions, Inc.
2318 Roldan Drive
Belen, NM 87002
droshau@aesnm.com
505-861-1700

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:

_____
ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:
Advanced Environmental Solutions, Inc.

Douglas Roshau
Douglas Roshau (May 19, 2025 09:57 MDT)

NAME:
TITLE:

DATE: _____

NMBTIN#: 02-425034-00-1

ATTEST:

_____
ANDREA SALAZAR/CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 19, 2025 08:53 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER/FINANCE DIRECTOR

Construction Contract_Advanced Environmental_Siler Fuel Station_FINAL

Final Audit Report 2025-05-19

Created:	2025-05-19
By:	JULIE KENNY (jckenny@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI0CKG_X_bGHVnpggBIVEvxuu9tlaFsQw

"Construction Contract_Advanced Environmental_Siler Fuel Station_FINAL" History

Document created by JULIE KENNY (jckenny@santafenm.gov)
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Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2025-05-19 - 2:53:04 PM GMT - Time Source: server- IP address: 76.127.1.192

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Construction Contract_Advanced Environmental_Siler Fuel Station_FINAL CAO

Final Audit Report 2025-05-19

Created:	2025-05-19
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsIrnf8uZw6OWD7yIHcKwe4e3IqH64od9

"Construction Contract_Advanced Environmental_Siler Fuel Station_FINAL CAO" History

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Document emailed to droshau@aesnm.com for signature
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Signer droshau@aesnm.com entered name at signing as Douglas Roshau
2025-05-19 - 3:57:53 PM GMT- IP address: 70.90.202.109

Document e-signed by Douglas Roshau (droshau@aesnm.com)
Signature Date: 2025-05-19 - 3:57:55 PM GMT - Time Source: server- IP address: 70.90.202.109

Agreement completed.
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ADVANCED ENVIRONMENTAL SOLUTIONS

2318 Roldan Drive • Belen, New Mexico 87002
(505) 861-1700 • Fax (505) 864-1710
24 hr. Emergency #: (505) 861-1700, Ext #7
e-mail: droshau@aesnm.com

April 4, 2025

Marlisa Wilson
City of Santa Fe
Facilities Division
2651 Siringo Road
Santa Fe, NM 87504

Re: Closure of Siler Fuel Station **Proposal #: 250332DR**

Dear Ms. Wilson:

We understand this quotation is for providing tank removal notification to NMED to remove three underground fuel storage tanks at the Siler Fuel Station in Santa Fe, NM. Associated infrastructure will also be removed including underground piping, fuel islands, dispensers, Vender Root system, electrical conductors and the canopy. Also included is the fuel pumping, containment, transportation, and disposal, inerting the tanks' interior prior to tanks removal and transportation for recycling. This quote also includes soil sampling below the tanks and distribution pipelines. Following analytical results indicating the soil under the tanks is "clean", the excavation areas will be backfilled and wheel compacted and the entire fueling station "footprint" will be re-surfaced with 4" asphalt pavement.

The following general **Scope of Work** has been established for the safe and compliant completion of this project:

1. Advanced Environmental Solutions, Inc. (AES) will prepare and submit a 30-day notification of tanks removal to the NM Environmental Department for review and approval.
2. AES will notify New Mexico one Call and have the site spotted for buried utilities and possibly contact a private line locator to locate buried utilities in the excavation areas.
3. Provide and install temporary perimeter fencing.
4. Pump any remaining liquids from the tanks and place the fuel removed in UN Specification 55gl drums. The drums containing off-spec fuel will be marked and secured on-site pending profiling and disposal. An episodic EPA ID# will be required to properly dispose of the drums at a cost of $500 payable to NMED.
5. Demolish and remove the overhead canopy and transport for recycling/disposal.
6. Cut, remove and dispose of the removed concrete and asphalt from above the tanks, fuel lines and dispensers.
7. Excavate and expose the tanks, piping and dispensers. Remove the three UST's and disconnect all associate piping, drain and collect any residual fuel.
8. Remove the three UST's and disconnect all associate piping; drain and collect any residual fuel.
9. Rinse the interior of the tanks with fresh water. Pump the rinsate water from the tanks and place into UN Specification 55gl drums. The drums containing off-spec rinsate water will be marked and secured on-site pending profiling and disposal.
10. Inert the tanks utilizing CO2 or dry ice.
11. Cut a hole in each tank and inspect for residual sludge.
12. In the event there is waste present in the tanks, AES will collect any residual liquids/sludge from the tanks and collect into 55gl drums. AES will obtain representative samples of the sludge/fuel and relinquish to a certified Laboratory for BTEX/TPH/RCRA Metals analysis. AES will mark, secure and leave drums on site and provide the City of Santa Fe with pricing for subsequent disposal by AES.

13. AES will load, secure and transport tank shells on a Bill of Lading for recycling/disposal.
14. Remove the fuel dispensers, bollards and fuel island structures and transport for recycling/disposal.
15. Disconnect and remove the Veeder Root panel and associated conductor wire. Disconnect and remove any electrical conductor wires.
16. AES will collect the appropriate samples underneath and around the removed tanks, dispensers and related piping and relinquish the samples to a certified Laboratory for 8015B Total Petroleum Hydrocarbons analysis.
17. **If the samples return confirming the excavation to be contaminated, AES will provide the City of Santa Fe with pricing for the proper removal and disposal of the contaminated soils.**
18. If the results are confirmed to be Negative, AES will backfill and compact the site with clean backfill material.
19. Prepare the surface for re-paving.
20. Install 4" asphalt pavement over the fuel station footprint.

Thank you for the opportunity to submit this proposal. We appreciate your consideration and look forward to working with you.

Sincerely,

Douglas Roshau
Project Manager
Advanced Environmental Solutions, Inc.

April 4, 2025

QUOTATION

Re: Closure of Siler Fuel Station **Proposal #: 250332DR**

TERMS AND CONDITIONS/NOTES:

- Quote valid for 30 days.
- Payment Terms: Net 30 Days.
- Subject to weather and equipment availability, AES will mobilize within 10 days of written notice to proceed.
- City of Santa Fe will provide access and egress onto the site.
- AES will provide services at the direction of your field representative. We understand that he/she is authorized by you company to make changes to the above referenced Scope of Work unless otherwise noted.
- All AES staff will work using Level "D" personal protective equipment (PPE).

If this proposal is acceptable, please sign below and return a copy to us to complete execution. It is intended that all work performed on this project will be governed by terms, conditions, and pricing set forth in this Agreement. Any and all changes to the established Scope of Work and/or Quotation must be agreed to by both parties and accompanied by a signed Addendum.

Executed By **Advanced Env'l Solutions, Inc.:**	**Executed By** **City of Santa Fe:**
_____ **Signature – Authorized Representative**	_____ **Signature – Authorized Representative**
_____ **Name and Title**	_____ **Name and Title**
_____ **Date**	_____ **Date**

Attachment: Pricing Schedule

Closure of Siler Fuel Station

250332DR

DESCRIPTION	UNITS	QTY.	UNIT PRICE	EXTENDED PRICE
Tanks Removal per SOW:				
NMED Notification-Project Manager	hours	2	$ 90.00	$ 180.00
Subtotal				$ 180.00
Install Fence, Pump Remaining Fuel and Rinse Tank's Interior:				
Project Manager	hours	8	$ 90.00	$ 720.00
Supervisor	hours	18	$ 75.00	$ 1,350.00
Technician(2)	hours	36	$ 120.00	$ 4,320.00
HazMat Vehicle and Mileage	day	3	$ 425.00	$ 1,275.00
Equipment	day	2	$ 575.00	$ 1,150.00
55-gallon Drums	ea*	5	$ 120.00	$ 600.00
Transportation and Disposal-Off Spec Fuel	ea*	3	$ 450.00	$ 1,350.00
Transportation and Disposal-Rinsate Water	ea*	2	$ 575.00	$ 1,150.00
Install Temporary Fence -Need Price	lot	1	$ 2,250.00	$ 2,250.00
Subtotal				$ 13,445.00
Demolish Canopy and Fuel Island Dispensers and Structures, Remove Veeder Root And Conductors				
Supervisor	hours	36	$ 75.00	$ 2,700.00
Technician/Operator	hours	72	$ 120.00	$ 8,640.00
HazMat Vehicle and Mileage	day	4	$ 425.00	$ 1,700.00
Equipment Delivery and Pickup	each	2	$ 700.00	$ 1,400.00
Excavator	day	4	$ 1,150.00	$ 4,600.00
Manlift	day	4	$ 425.00	$ 1,700.00
Canopy Disposal	lot	1	$ 1,500.00	$ 1,500.00
Subtotal				$ 22,240.00
Cut, remove and dispose of concrete and asphalt surfaces				
Supervisor	hours	27	$ 75.00	$ 2,025.00
Technician/Operator	hours	54	$ 120.00	$ 6,480.00
HazMat Vehicle and Mileage	day	3	$ 425.00	$ 1,275.00
Equipment Delivery and Pickup	each	2	$ 700.00	$ 1,400.00
Skitsteer with Breaker	day	3	$ 750.00	$ 2,250.00
Backhoe	day	3	$ 525.00	$ 1,575.00
Concrete and asphalt disposal	yard*	120	$ 102.50	$ 12,300.00
Subtotal				$ 27,305.00
Expose and Remove Underground Tank and Piping and Sampling				
Project Manager	hours	8	$ 90.00	$ 720.00
Supervisor	hours	36	$ 75.00	$ 2,700.00
Technician/Operator	hours	72	$ 120.00	$ 8,640.00
HazMat Vehicle and Mileage	day	5	$ 425.00	$ 2,125.00
Equipment Delivery and Pickup	each	2	$ 700.00	$ 1,400.00
Excavator	day	4	$ 1,150.00	$ 4,600.00
Backhoe	day	4	$ 750.00	$ 3,000.00
Tank Transportation and recycling/disposal	each	3	$ 875.00	$ 2,625.00
Dry Ice(CO_2)	lbs	600	$ 1.75	$ 1,050.00

Closure of Siler Fuel Station
250332DR

PID Meter	day	1	$ 250.00	$ 250.00
Total Petroleum Hydrocarbons Sampling and Analysis	set	18	$ 144.00	$ 2,592.00
Subtotal				$ 28,982.00
Backfill excavation area and prepare surface for asphalt				
Supervisor	hours	18	$ 75.00	$ 1,350.00
Technician/Operator	hours	36	$ 120.00	$ 4,320.00
Equipment Delivery and Pickup	each	1	$ 700.00	$ 700.00
Backhoe	day	2	$ 750.00	$ 1,500.00
Backfill with delivery	yd*	170	$ 57.50	$ 9,775.00
Subtotal				$ 17,645.00
Install Asphalt Pavement				
Supervisor	hours	27	$ 75.00	$ 2,025.00
HazMat Vehicle and Mileage	day	3	$ 425.00	$ 1,275.00
Asphalt Pavement Installation 9,000 ft^2	lot	1	$ 52,000.00	$ 52,000.00
Subtotal				$ 55,300.00
*Estimated Quantity				
			Subtotal	$ 165,097.00
18 days Duration			Tax 8.1875%	$ 13,517.32
			TOTAL	**$ 178,614.32**

Docusign Envelope ID: F7054613-D4F6-4F51-88B2-8AAEDECCAACE

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
51 Vendors

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

Invoice:
As Requested at Time of Order

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

Amendment No.**: Two**

Term**: December 29, 2023 – December 28, 2025**

Procurement Specialist**: Yvette Anaya** ya

Telephone No.**: (505) 500-9737**

Email: **Yvette.anaya@gsd.nm.gov**

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-D4F6-4F51-88B2-8AAEDECCAACE
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
EnvelopeId 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
12/26/2024 9:17:13 AM
Holder: Yvette Anaya
yvette.anaya@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: General Services Department
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) **Electronic Record and Signature Disclosure:** Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8	MS Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 12/26/2024 9:18:36 AM Viewed: 12/26/2024 9:22:41 AM Signed: 12/26/2024 9:22:54 AM
Yvette Anaya yvette.anaya@gsd.nm.gov Executive Procurement Officer New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	ya Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 12/26/2024 9:22:55 AM Viewed: 12/26/2024 9:23:48 AM Signed: 12/26/2024 9:23:53 AM
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) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 98.60.107.202 Signed using mobile	Sent: 12/26/2024 9:23:54 AM Resent: 12/26/2024 12:27:24 PM Resent: 12/26/2024 1:29:33 PM Viewed: 12/26/2024 2:08:42 PM Signed: 12/26/2024 2:08:49 PM

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.SPDinfo@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.SPDinfo@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.SPDinfo@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.SPDinfo@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.

DocuSign Envelope ID: E0365BB0-9F8D-4B71-AA3D-06C8EEDCCDE7

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.

Invoice:
As Requested at Time of Order

Procurement Specialist**: Tami Concha** JC

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

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

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

DocuSign

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
Envelope Originator:
Certificate Pages: 5
Initials: 2
Tami Concha
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Tami.Concha@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
3/27/2024 1:49:34 PM
Holder: Tami Concha
Tami.Concha@gsd.nm.gov
Location: DocuSign
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 **Electronic Record and Signature Disclosure:** Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/27/2024 1:51:09 PM Viewed: 3/27/2024 1:51:34 PM Signed: 3/27/2024 1:51:46 PM
Tami Concha tami.concha@gsd.nm.gov Const. Supervisor New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/27/2024 1:51:47 PM Viewed: 3/27/2024 1:52:02 PM Signed: 3/27/2024 1:52:07 PM
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) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/27/2024 1:52:08 PM Viewed: 3/27/2024 1:54:18 PM Signed: 3/27/2024 1:54:22 PM

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
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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

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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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.

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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.SPDinfo@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.SPDinfo@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.SPDinfo@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

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

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

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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.

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

State of New Mexico
General Services Department

Statewide Price Agreement

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

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

Invoice:
As Requested at Time of Order

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

Payment Terms**:** **Net 30**

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

Delivery**:** **As Requested**

JC

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

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

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

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

Natalie Martinez

Date: 12/29/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

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

MS

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

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

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

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.3bbuilders@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
meschach@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
Espanola, 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.

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

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*****

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 1 - Continued		
				$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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 2 - Continued		
				$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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 3 - Continued		
				$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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 4 - Continued		
				$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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 5 - Continued		
				$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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 5 - Continued		
				$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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 6 - Continued		
				$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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 7 - Continued		
				$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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 8 - Continued		
				$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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 9 - Continued		
				$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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 9 - Continued		
				$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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 10 - Continued		
				$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)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 11 - Continued		
				$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)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 12 - Continued		
				$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)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 13 - Continued		
				$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)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 14 - Continued		
				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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 14 - Continued		
				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)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 15 - Continued		
				$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)

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Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 16 - Continued		
				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*****

DocuSign

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

Envelope Originator:
Tami Concha
1100 S Saint Francis Dr
Santa Fe, NM 87502
Tami.Concha@gsd.nm.gov
IP Address: 164.64.63.2

Record Tracking

Status: Original
12/29/2023 1:05:04 PM
Holder: Tami Concha
Tami.Concha@gsd.nm.gov
Location: DocuSign

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)	MS Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 12/29/2023 1:13:14 PM Viewed: 12/29/2023 1:13:44 PM Signed: 12/29/2023 1:13:50 PM
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)	JC Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 12/29/2023 1:13:54 PM Viewed: 12/29/2023 1:14:14 PM Signed: 12/29/2023 1:14:21 PM
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)	Natalie Martinez Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 12/29/2023 1:14:25 PM Viewed: 12/29/2023 1:23:23 PM Signed: 12/29/2023 1:27:07 PM
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

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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

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.SPDinfo@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.SPDinfo@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.SPDinfo@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.SPDinfo@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.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/1/2025

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 License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: lauren.einerson@hubinternational.com
INSURED Advanced Environmental Solutions, Inc. & Robert & June Chavez 2318 Roldan Dr Belen, NM 87002--2627	INSURER A : Steadfast Insurance Company — NAIC # 26387 INSURER B : Zurich Insurance Company INSURER C : Zurich American of Illinois — NAIC # 27855 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			GPL-4407668-00	7/1/2025	7/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 25,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BAP-4401321-00	7/1/2025	7/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 4,000,000
	X EXCESS LIAB CLAIMS-MADE			SXS-4407667-00	7/1/2025	7/1/2026	AGGREGATE	$
	DED X RETENTION $ 0						Aggregate	$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		WC-4302367-00	7/1/2025	7/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Pollution / Environm			GPL-4407668-00	7/1/2025	7/1/2026	Occur.	1,000,000
A	Professional Liabili			GPL-4407668-00	7/1/2025	7/1/2026	Occur.	1,000,000

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

CERTIFICATE HOLDER

City of Santa Fe Fuel Facility
1142 Siler
Santa Fe, NM 87502

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Services Offered to the City of Santa Fe (2025)

Approved:
These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

Permissive:
The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: http://horizonsofnewmexico.org/services.html

From: DUTTON-LEYDA, TRAVIS K.
To: KAHAHANE, ELIZABETH L.; Purchasing DET
Subject: RE: Determination Request – Closure of Siler Fuel Station
Date: Friday, April 25, 2025 9:35:54 AM
Attachments: image002.png
image004.png

Greetings,

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

Please note:

- Save this email as a PDF and upload it into the corresponding Munis record(s).
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
  -Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
  -IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
  Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
  -Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
  -Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov_
  -Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: bgwilliams@santafenm.gov
  -Asset over $5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.

- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per

NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.

- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
    - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - Determination requests to purchasing_det@santafenm.gov
    - And all other requests to purchasing@santafenm.gov

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

Book time to meet with me

Regards,

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

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

Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

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From: KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>
Sent: Friday, April 25, 2025 9:35 AM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: Determination Request – Closure of Siler Fuel Station

Aloha Purchasing,

Facilities Division is requesting a SOW determination for the following:

Scope of Work for the Closure of Siler Fuel Station

1. Liquid Removal from Piping and Underground Storage Tanks (USTs)

1. Pump out remaining liquids into 55-gallon drums (estimated quantity: 2-3 drums).
2. Label and store drums in compliance with hazardous materials regulations.
3. Arrange for the proper disposal or recycling of the pumped liquids.

2. Removal of Tanks, Piping, and Associated Equipment

1. Remove all USTs, piping, fuel islands, dispensers, Veeder Root system, and electrical conduits.
2. Properly transport and dispose of all removed components in accordance with local, state, and federal regulations.
3. Provide documentation of disposal or recycling of materials.

3. Soil Sampling and Testing

1. Collect soil samples from specified locations as directed by the NMPSTB inspector.
2. Perform laboratory testing of soil samples for contaminants.
3. Submit soil sample analysis results to NMPSTB.

4. Remediation of Contaminated Soil (if required)

1. Excavate and remove contaminated soil as directed by NMPSTB or other regulatory authorities.
2. Replace excavated areas with clean fill material and compact as required.
3. Document and report the remediation process, including disposal or treatment of contaminated soil.

5. Site Backfill and Surface Restoration

1. Supply and place approved backfill material to fill voids left by the removal of tanks and piping.
2. Compact the backfill to meet specified density requirements.
3. Install a 4-inch layer of blacktop over the backfilled area for temporary surface restoration.

6. Canopy or Building Removal

1. Dismantle canopy and transport materials for proper disposal or recycling.
2. Ensure removal process is conducted safely and with minimal disruption to the surrounding area.
3. Remove all existing surface structures, including but not limited to buildings, concrete pads, and other fixed installations.
4. Transport demolition debris to an approved disposal or recycling facility.
5. Ensure site is left clear and clean, ready for final inspection.

Please let me know if additional information is required.
Thank you!

Best,
Elizabeth "Lisa" Kahahane, CPO
Contract Administrator | Facilities Division | Public Works Dept.
Email: elkahahane@santafenm.gov
M: (505) 795-2439
O: (505) 955-5934

CITY OF SANTA FE
FACILITIES

GB Packet_AES_Siler Fuel Station Remediation _$224704.40_06 26 2025

Final Audit Report 2025-06-27

Created:	2025-06-26
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0qICgp4Fit3oecmRS6waZgrL-yhvxKoC

"GB Packet_AES_Siler Fuel Station Remediation_$224704.40_06 26 2025" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-06-26 - 10:16:32 PM GMT- IP address: 63.232.20.2

Document emailed to MARLISA WILSON (mbwilson@santafenm.gov) for signature
2025-06-26 - 10:20:29 PM GMT

Email viewed by MARLISA WILSON (mbwilson@santafenm.gov)
2025-06-26 - 10:21:14 PM GMT- IP address: 63.232.20.2

Document e-signed by MARLISA WILSON (mbwilson@santafenm.gov)
Signature Date: 2025-06-26 - 10:21:43 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-06-26 - 10:21:46 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2025-06-27 - 1:52:48 PM GMT- IP address: 73.228.3.65

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2025-06-27 - 1:53:23 PM GMT - Time Source: server- IP address: 73.228.3.65

Document emailed to rawheeler@santafenm.gov for signature
2025-06-27 - 1:53:26 PM GMT

Email viewed by rawheeler@santafenm.gov
2025-06-27 - 4:21:48 PM GMT- IP address: 76.18.67.54

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2025-06-27 - 4:25:49 PM GMT- IP address: 76.18.67.54

Powered by Adobe Acrobat Sign

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

Signature Date: 2025-06-27 - 4:25:51 PM GMT - Time Source: server- IP address: 76.18.67.54

Agreement completed.

2025-06-27 - 4:25:51 PM GMT

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Acrobat Sign

GB Packet_AES_Siler Fuel Station Remediation_$224704.40_07 08 2025 v3.0 REVISED as Operational Expense

Final Audit Report 2025-07-10

Created:	2025-07-09
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcNkQs_zvvUrxcaIY80C_dF88o5545b44

"GB Packet_AES_Siler Fuel Station Remediation_$224704.40_07 08 2025 v3.0 REVISED as Operational Expense" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-07-09 - 2:55:55 PM GMT- IP address: 63.232.20.2

Document emailed to MARLISA WILSON (mbwilson@santafenm.gov) for signature
2025-07-09 - 3:01:14 PM GMT

Email viewed by MARLISA WILSON (mbwilson@santafenm.gov)
2025-07-09 - 3:01:34 PM GMT- IP address: 63.232.20.2

Document e-signed by MARLISA WILSON (mbwilson@santafenm.gov)
Signature Date: 2025-07-09 - 3:01:53 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-07-09 - 3:01:56 PM GMT

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2025-07-09 - 4:11:46 PM GMT- IP address: 63.232.20.2

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2025-07-09 - 4:12:08 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2025-07-09 - 4:12:12 PM GMT

Email viewed by rawheeler@santafenm.gov
2025-07-09 - 4:31:48 PM GMT- IP address: 63.232.20.2

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Signer rawheeler@santafenm.gov entered name at signing as RW

2025-07-10 - 6:13:51 PM GMT- IP address: 76.18.67.54

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

Signature Date: 2025-07-10 - 6:13:53 PM GMT - Time Source: server- IP address: 76.18.67.54

Agreement completed.

2025-07-10 - 6:13:53 PM GMT

GB Packet_AES_Siler Fuel Station Remediation_$224704.40_07 08 2025 v3.0 REVISED as Operational Expense

Final Audit Report 2025-07-18

Created:	2025-07-11
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeWdtrfFB8vAEfK635ZDTwNL18727xmPE

"GB Packet_AES_Siler Fuel Station Remediation_$224704.40_07 08 2025 v3.0 REVISED as Operational Expense" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2025-07-11 - 10:23:47 PM GMT- IP address: 63.232.20.2

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-07-11 - 10:27:52 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-07-14 - 9:44:01 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-07-14 - 9:44:26 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-07-14 - 9:44:30 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-07-14 - 9:44:37 PM GMT- IP address: 20.159.64.138

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2025-07-14 - 10:23:27 PM GMT- IP address: 63.232.20.2

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2025-07-14 - 10:26:22 PM GMT - Time Source: server- IP address: 63.232.20.2

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Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature

2025-07-14 - 10:26:30 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2025-07-17 - 3:27:15 PM GMT- IP address: 104.47.65.254

Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2025-07-18 - 4:41:45 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-07-18 - 4:50:38 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-07-18 - 4:50:38 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: May 21, 2025

To: Governing Body

From: Gabrielle Chavez, Transit Director of Administration
Gabrielle Chavez (May 21, 2025 13:43 MDT)

Via: Regina Wheeler, Public Works Department Director
Regina Wheeler (May 21, 2025 14:03 MDT)

Subject: Purchase of Six Paratransit Vans and Replacement of Camera Security System for Fifteen Transit Vehicles

Vendor Name: Model 1 Commercial Vehicles / Creative Bus Sales

Vendor Number: 3015

ACTION:
Request for Approval to Purchase Six Electric Paratransit Buses from Creative Bus Sales in the Total Amount of $563,868 Excluding NMGRT. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

Request for Approval to Purchase a Replacement Camera Security System for Fifteen Transit Buses and Vans from Model 1 Commercial Vehicles in the Total Amount $310,315 Including NMGRT.

BACKGROUND AND SUMMARY:
The City received an FTA Award, identified as FY25 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Funding, for FY25 from the NMDOT Transit and Rail Division. The purpose of the grant is to purchase six new Ford electric paratransit vehicles and replace the security camera system on fifteen Transit vans and buses. The paratransit, fourteen-passenger vans are $93,978 each for a total of $563,868 excluding NMGRT for six vans. The camera security system has a total cost of $310,315 including NMGRT. Funding is from the grant and matching funds available in Transit FY25 operating budget.

These vans and cameras will replace equipment that has met or exceeded its useful life.

ATTACHMENTS:
Packet for FTA Section 5310 Memorandum of Agreement (MOA) - Signed
Statewide Price Agreement SW0797C Extension
Vendor Quote—Buses
Vendor Quote—Camera System

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:
USDOT FTA Section 5310 (NMDOT 2024-008 and NMDOT 2019-001) for FY25 Award and Matching Funds from FY25 Operating Budget
Fund Name/Number: Transit/540
Munis Org Name/Number: Transit Capital Projects/5400499 and Transit Maintenance/5400093
Munis Object Name/Number: Vehicles > 1.5/571000 and Data Processing Equipment Inventory Exempt/572800

Budget Officer/Designee: Andy Hopkins Date: 07/14/2025
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement, SW0797C.
Chief Procurement Officer (CPO)/Designee: _____ Date: 07/15/2025
CPO Comment/Exceptions: NMSA 1978, Section 13-1-135

ASSOCIATED APPROVALS:
IT Components included? ☒ Yes | ☐ No
Approval: Eric Candelaria (Jul 11, 2025 16:31 MDT) Title: Director, IT Date: 07/11/2025
Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☒ Yes | ☐ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Is this an externally funded purchase? ☒ Yes | ☐ No
If yes, what is the issuing agency: **The New Mexico Department of Transportation**
Approval: ERIKA LUJAN ERIKA LUJAN (Jul 15, 2025 08:11 MDT) Title: Grants Manager Date: 07/15/2025
Comment/Exceptions: _____

Is this a Capital Asset or Project? ☒ Yes | ☐ No
Project Ledger Number **PWD2554039**
Approval: Rebecca Lovato-Sanouvong Rebecca Lovato-Sanouvong (Jul 15, 2025 08:18 MDT) Title: Accounting Manager Date: 07/15/2025
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☒ Yes | ☐ No
Approval: ERIKA LUJAN ERIKA LUJAN (Jul 15, 2025 08:11 MDT) Title: _____ Date: 07/15/2025
Comment/Exceptions: _____

Docusign Envelope ID: ADD52E8C-3424-41D2-844A-C911062C1030

CITY OF SANTA FE

Date: May 20, 2025

To: Governing Body

From: Gabrielle Chavez, Transit Director of Administration Gabrielle Chavez (May 20, 2025 16:38 MDT)

Via: Regina Wheeler, Public Works Department Director Regina Wheeler (May 20, 2025 16:40 MDT)

Subject: FTA Section 5310 Funding MOA

ACTION:
Request for Approval of a Memorandum of Agreement (MOA) with New Mexico Department of Transportation for Federal Transit Administration Section 5310 Funding for Public Transportation Services in the Total Amount of $668,072.30. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $534,457.84 from the MOA to Transit FY25 Revenue, Vehicles > 1.5 and Data Processing Equipment.

BACKGROUND AND SUMMARY:
The City received an FTA Award, identified as FY25 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Funding, for FY25 from the NMDOT Transit and Rail Division. The purpose of the grant is to purchase six Ford electric paratransit vans to replace aged vehicles and replace the camera security system on fifteen paratransit vans. The grant for $668,072.30 requires matching funds of $133,614 which are available in 5400499, so the BAR only allocates the grant funding into FY25 budget and not the match.

ATTACHMENTS:
Memorandum of Agreement (MOA)
Project Ledger ID Request Form
BAR

FUNDING SOURCE:
NMDOT FTA Section 5310 Transit Funding
Fund Name/Number: Transit 540
Munis Org Name/Number: 5400499
Munis Revenue Object Name/Number: 490550
Munis Expenditure Object Name/Number: 571000 and 572800
Project Ledger Number: PWD2554039

PROCUREMENT METHOD:
This is a Grant Agreement. No procurement required.

Docusign Envelope ID: ADD52E8C-3424-41D2-844A-C911062C1030

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 10/7/24-REVISED 5/15/25

Project Title: SEC5310 PARATRANSIT VANS VIA NMDOT

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: PWD2554039

Grant ID: S2537/S2567

Approved By: ERIKA LUJAN (May 20, 2025 13:57 MDT)

CT (Finance Use Only)

Department: PW-TRANSIT Project Manager: GABRIELLE CHAVEZ Ext: 2055

Project Date Range: 10/15/24 to 3/31/26 ☑ Create Fixed Asset

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

Funding Source: FTA-2024-008 P/T NMDOT % of Funding: 80/20 LOCAL MATCH: 112774.00

MUNIS ORG: 5400499 MUNIS OBJ: 490150 Awarded Amount: 451096.00

Funding Source: NM2019-001 % of Funding: 80/20 LOCAL MATCH : 20840.46

MUNIS ORG: 5400499 MUNIS OBJ: 490150 Awarded Amount: 83361.84

Expense String Phase:

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

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

Phase: VEHICLES,DATA PRC INV EXPT MUNIS ORG: 5400499 MUNIS OBJ: 570950,570800

Grants Only (list all grants if applicable): PROJECT TOTAL: 668072.30

Grantor Name: NMDOT P/THRU 2024-008 Awarded Amount: 451096.00

AR Charge Code: 5400499.490150 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700000 Federal CFDA (if applicable): 20.513

Grantor Name: NMDOT P/THRU 2019-001 Awarded Amount: 83361.84

AR Charge Code: 5400499.490150 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700000 Federal CFDA (if applicable): 20.513

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

Docusign Envelope ID: ADD52E8C-3424-41D2-844A-C911062C1030

Log # {Finance use only}:	
Journal # {Finance use only}:	

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

DEPARTMENT / DIVISION NAME	DATE
Transit / Transit CIP	5/14/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Vehicles > 1.5 - Bus	5400499	571000	PWD2554039	430,254	
Data Processing Equipment Inventory	5400499	572800	PWD2554039	104,204	
REVENUES				{enter as negative #}	{enter as positive #}
US DOT/FTA - NMDOT 2024-008 and 2019-001	5400499	490550	PWD2554039	(534,458)	
				$ (0)	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

US DOT FTA Grant award for $534,458 for funding of six paratranist buses, 14 passenger vans, and replace

security cameras. Required $133,614.46 local match is available in operating budget. (Term 08/31/2026)

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

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

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

De Alva Calabaza — Prepared By {print name} — 5/14/2025 Date

Gabrielle Chavez (May 20, 2025 16:38 MDT) — Division Director — Date

Regina Wheeler (May 20, 2025 16:40 MDT) — Department Director Signature — Date

Andy Hopkins — Budget Officer — Date

Finance Director {≤ $5,000} — Date

City Manager {≤ $60,000} — Date

Log # {Finance use only}:	
Journal # {Finance use only}:	

Memo_MOA Section 5310 FTA $668K RW ELK

Final Audit Report 2025-05-20

Created:	2025-05-20
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA9zqZc8J4XOfCWlGFCk-ezKP4xoNuRO2M

"Memo_MOA Section 5310 FTA $668K RW ELK" History

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ITEM #25-0230

NMDOT Contract# M01986
Vendor# 54360

FISCAL YEAR 2025 (FY 25)

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW MEXICO DEPARTMENT OF TRANSPORTATION

AND

CITY OF SANTA FE

This Agreement is between the **STATE OF NEW MEXICO**, acting through its **DEPARTMENT OF TRANSPORTATION**, Transit and Rail Division (Department), and the **CITY OF SANTA FE** Subrecipient). This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

Whereas, 49 U.S.C. Section 5305(e) provides federal assistance for public transportation statewide planning that can be used to provide technical assistance to subrecipients for planning purposes;

Whereas, 49 U.S.C. Section 5307 provides federal assistance for public transportation in small urbanized areas by way of a formula grant program which may be administered by the state;

Whereas, 49 U.S.C. Section 5310 provides federal assistance for public transportation to meet the special needs of seniors and individuals with disabilities by way of a formula grant program administered by each state;

Whereas, 49 U.S.C. Section 5311 provides federal assistance for public transportation in rural areas by way of a formula grant program administered by each state;

Whereas, 49 U.S.C. Section 5339 provides federal assistance for buses and bus-related equipment and facilities by way of a formula and discretionary grant program administered by each state;

Whereas, the State of New Mexico participates in the 49 U.S.C. Section 5305(e), 49 U.S.C. Section 5307, 49 U.S.C. Section 5310, 49 U.S.C. Section 5311, and U.S.C. Section 5339 programs, collectively referred to herein as the Program;

Whereas, the Governor of the State of New Mexico designated the Department to administer the Program funds; and

Whereas, the Subrecipient applied for financial assistance for public transportation services, which was approved by the Department and the Federal Transit Administration (FTA).

Now, therefore, pursuant to Section 67-3-69 NMSA 1978, the parties agree as follows:

1. Scope of Program.

A. **Operations Profile.** The Subrecipient shall provide transportation services to the public within its service area as specified in the Operations Profile submitted with the Application, which is incorporated by reference and is on file with the Department and the Subrecipient.

B. **Use of Program Equipment.** The Subrecipient agrees that any Program equipment purchased under this Agreement shall be used to provide public transportation service within the area described in the Operations Profile. If the equipment is not used in this manner or withdrawn from service, the Subrecipient shall notify the Department in accordance with *Section 15. Use of Program Equipment*.

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C. **Use of Program Funds.** The services described in the Operations Profile shall remain intact throughout the term of this Agreement. If the services change, the Subrecipient must submit a revised Operations Profile. The Subrecipient shall notify and seek prior approval from the Department if there will be an elimination or a reduction of services greater than twenty percent (20%). Failure to provide notice shall give the Department cause for termination, as described in *Section 7. Termination for Cause*.

D. **Fare Schedule.** The fare schedule, which shall be approved by the Subrecipient's governing body, shall be stated in the approved Operations Profile. The Subrecipient shall provide the Department prior notification of any changes to the fare schedule and documentation of governing body approval.

E. **Advertising and Public Information.** The Subrecipient shall implement an advertising and information program. Acceptable methods include but are not limited to: websites, social media, apps, trip planners, brochures, fliers and handbills, signs and posters, radio announcements, press releases and articles in local and organization newspapers, bulletins, and newsletters. Subrecipients operating fixed and deviated routes shall maintain and update as needed General Transit Feed Specification (GTFS) data. In addition, the name of the service together with the words "Public Transportation" shall be prominently displayed on all vehicle(s) and be readable at a distance of no less than thirty (30) feet. Painted or affixed signing with a decal is acceptable. Magnetic signs are not acceptable. The name shall indicate that the service is a transportation system open to the public. The Subrecipient shall have a telephone number established and operative during hours of transportation services so that the public can access information. All methods of advertising and the signs on the vehicles shall include the telephone number.

F. **Personnel.** The Subrecipient shall maintain and update organizational contacts in BlackCat Transit Data Management System (BlackCat).

2. Cost of Program.

The Department shall provide partial funding to the Subrecipient to cover expenses of the Program as described in the approved Operations Profile in an amount described below:

Subaward FY 25

City of Santa Fe	Total	Federal	Local
Capital to Subrecipient (80/20) Section 5310 Equipment	$104,202.30	$ 83,361.84	$ 20,840.46
Capital to Subrecipient (80/20) Section 5310 Vehicles	$563,870.00	$ 451,096.00	$ 112,774.00
Total Capital	**$668,072.30**	**$ 534,457.84**	**$ 133,614.46**

Vehicle acquisition funds that designate payment as capital to vendor that are not obligated by contract by September 30, 2025, may revert to the Department.

Vehicle acquisition funds that designate payment as capital to subrecipient that are not obligated by contract by March 31, 2026, may revert to the Department.

Capital equipment acquisition funds that are not obligated by contract by August 31, 2026, may revert to the Department.

Capital rehab/renovation and construction project funds that are not obligated by contract by August 31, 2027, may revert to the Department.

This program is funded with grants provided by the FTA Section 5305 Statewide Transportation Planning Formula Program, Assistance Listing number 20.505; FTA Section 5307 Urbanized Area Formula Program, Assistance Listing number 20.507; FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program, Assistance Listing number 20.513; FTA Section 5311 Formula Grants for Rural Areas, Assistance Listing number 20.509; and FTA Section 5339 Bus and Bus Facilities Formula and Discretionary

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

Program, Assistance Listing number 20.526. (**Attachment A**.) The Department's share of Program expenses shall be obtained from the federal government. State funds will not be earmarked or disbursed to fund the Program. The Department shall not be responsible for any other costs incurred by the Subrecipient. The Subrecipient shall take all actions necessary to fund its share of the Program.

3. Method of Payment.

The Department shall reimburse the Subrecipient for the Department's share of Program administration, operating assistance, and capital upon receipt of invoices with sufficient supporting documentation as determined and approved by the Department indicating that expenses have been paid and/or money is owed.

The Subrecipient shall submit Budget Summary Reports for administration and/or operating assistance on a monthly basis, to be received by the Department by the 25th day of the following month in which expenses were incurred. Reimbursement requests for vehicles and capital equipment shall be submitted within 30 days of payment to the vendor.

All reimbursement requests shall be submitted to the Department utilizing BlackCat. All expenses must be actual and listed on the invoice as charged. Rounding up or down, other than the total, is not permitted. Only those expenses or percentage thereof, properly documented and deemed eligible, shall be reimbursed. The Department may withhold payment of invoices that are incorrect and/or incomplete.

Subrecipients that receive capital assistance for vehicle purchases are expected to remit payment to the vendor, depending on the capital designation assigned in the award table, within 30 days of vehicle delivery. The Department shall either reimburse the Subrecipient (capital to subrecipient) or the vendor (capital to vendor) on behalf of the Subrecipient for the Department's share of Program costs.

Subrecipients with a capital to subrecipient designation will pay the vendor in full for the cost of the vehicle and invoice NMDOT for reimbursement of the federal share (80/20).

Subrecipients with a capital to vendor designation will pay the vendor the local portion of the cost of the vehicle. Once received, the vendor will invoice NMDOT for the remaining federal portion of the vehicle cost.

Reimbursements will be issued upon receipt of invoices, with sufficient supporting documentation as determined and approved by the Department, indicating that expenses have been paid and/or money is owed. The Subrecipient should refer to the Vehicle Purchase Procedures in the Global Resources section of BlackCat for payment procedures.

4. Eligible Costs.

A. Eligible Costs are those costs attributable to and allowed under the Program and the provisions of 2 CFR Parts 200 and 1201, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

B. Costs incurred by the Subrecipient prior to the effective date of this Agreement or after termination are not eligible for reimbursement.

C. Within forty-five (45) days after completion of this Agreement, the Subrecipient shall submit a final invoice to the Department for Administration and Operating expenses and a financial statement showing the total expenses of the Program.

D. Match shall be provided from eligible matching sources.

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5. State General Appropriation Funds Not Obligated.

Nothing in this Agreement shall be construed as obligating State general appropriation funds for payment of any debt or liability arising under this Agreement. The parties expressly acknowledge that all payments made under this Agreement are from federal funds appropriated for these purposes.

6. Term.

Upon the signature of all parties, this Agreement becomes effective with a starting date of October 1, 2024.

Costs incurred under this agreement for Administration and Operating expenses from October 1, 2024, to September 30, 2025, are eligible for reimbursement.

Vehicle acquisition funds that designate payment as capital to vendor that are obligated by contract by September 30, 2025, are eligible for reimbursement.

Vehicle acquisition funds that designate payment as capital to subrecipient that are obligated by contract by March 31, 2026, are eligible for reimbursement.

Capital equipment acquisition funds obligated by contract by August 31, 2026, are eligible for reimbursement.

Capital rehab/renovation and construction project funds obligated by contract by August 31, 2027, are eligible for reimbursement.

7. Termination for Cause.

The Department has the option to terminate this Agreement if the Subrecipient fails to comply with any provision. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Subrecipients breaches on which the termination is based.

The Department may provide the Subrecipient a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Subrecipient has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Subrecipient has not begun and proceeded in good faith to correct the breach, the Department may declare the Subrecipient in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law. Upon termination of this Agreement, the Subrecipient shall return the Program equipment as specified in *Section 1. Scope of the Program*.

8. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice from the Department to the Subrecipient. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

9. Termination Management, Allowable Costs.

In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform. The Subrecipient shall be paid for all the allowable costs incurred prior to the date of termination, subject to audit verification by the Department or its duly authorized representative. The Subrecipient shall not be paid for any costs incurred that are inconsistent with, or contrary to, the terms and conditions of this Agreement.

10. Breach and Dispute Resolution.

Disputes which cannot be resolved informally by the parties shall be decided in writing by a representative of the Department's Transit and Rail Division. The Subrecipient has ten (10) days from receipt of the decision to file a

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written appeal with the Transit and Rail Division. Upon appeal, the Subrecipient will be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit and Rail Division on appeal shall be binding.

11. Procurement Requirements.

The Subrecipient shall purchase Program equipment pursuant to procedures established by 2 CFR Parts 200 and 1201, the United States Department of Transportation (U.S. DOT), the FTA, applicable New Mexico State Law, and the standards set forth in: Third Party Contracting Guidance, FTA Circular 4220.1F; and the Americans with Disabilities Act of 1990, Pub. L. No. 101-336.

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(j) as amended by the Infrastructure Investment in Jobs Act (IIJA).

Prior to awarding a bid award or execution of a contract for services or capital equipment in excess of $10,000, the Subrecipient shall seek concurrence in writing from the Department.

12. Rolling Stock.

In acquiring rolling stock, the Subrecipient agrees that the parties are bound by the following provisions:

A. **Method of Acquisition**. In compliance with 49 U.S.C. Section 5325(f), the Recipient agrees that any third party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.

B. **Multi-year Options**. In accordance with 49 U.S.C. Section 5325(e)(1), a Recipient procuring rolling stock financed with Federal assistance under 49 U.S.C. Chapter 53 may not enter into a multiyear contract with options, exceeding five (5) years after the date of the original contract, to purchase additional rolling stock and replacement parts.

C. **Buy America**. The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(j) and FTA regulations, “Buy America Requirements,” 49 C.F.R. Part 661, and any amendments to those regulations that may be promulgated.

D. **Pre-Award and Post-Delivery Audits**. The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(m) and FTA regulations, "Pre Award and Post Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, and any amendments to those regulations that may be promulgated.

E. **Bus Testing**. To the extent applicable, the Recipient agrees to comply with the requirements of 49 U.S.C. Section 5318(e) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any amendments to those regulations that may be promulgated.

13. Insurance.

The Subrecipient shall maintain liability, comprehensive, collision, and uninsured motorist insurance adequate to protect the Program equipment, and satisfactory to the Department. The Department shall be named as an additional insured and a loss payee on Subrecipient’s policy for each vehicle on which the Department has a lien. A certificate of insurance shall be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance. The Subrecipient shall provide the Department documentation of subsequent renewals and shall keep on file a copy of the insurance policy, which shall be accessible to the Department.

The Subrecipient shall require contractors and subcontractors hired to perform the services under this Agreement to have a commercial general liability insurance policy. The Department shall be named as an additional insured

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

on the contractor's and subcontractor's policy and a certificate of insurance shall be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.

The Subrecipient shall require contractors and subcontractors hired to perform services under this Agreement to indemnify, defend and hold harmless the State of New Mexico, the Department, its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury, including death or damages arising out of contractors' or subcontractors' construction or maintenance activities pursuant to this Agreement, as memorialized herein and subject to any additional permit that may be required of the contractor or subcontractor to perform said activities.

14. New Mexico Tort Claims Act.

As between the Department and the Subrecipient, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et seq*., NMSA 1978. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by the common law of the New Mexico Tort Claims Act.

15. Use of Program Equipment.

A. A Program Vehicle Inventory shall be completed for each vehicle used in the program and entered into BlackCat within thirty (30) days of delivery. Vehicle Inventory shall be reported and updated within BlackCat on a quarterly schedule, and as changes to the vehicle inventory occur.

B. The Subrecipient shall maintain a current written fleet maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up. Major corrective maintenance, warranty tracking and claims recovery, and recall notifications shall be reported in BlackCat as they are received and updated as repairs are completed.

C. The Subrecipient shall follow the equipment manufacturer's minimum standards and recommended preventive maintenance schedules. The Subrecipient shall maintain the equipment in a clean, safe, and mechanically sound condition. The Department or its authorized representative has the right to conduct periodic inspections during normal business hours for the purpose of confirming property maintenance pursuant to this clause.

D. The Subrecipient shall keep Vehicle Inspection Records before and/or after the use of each transit vehicle.

E. Each vehicle shall be equipped with a fire extinguisher, first aid kit (including a blood borne pathogens/biohazard kit), fluorescent triangles and/or safety flares, reflective vests for drivers, flashlights, and web cutters/seat belt cutters, while the vehicle is in operation.

F. Program Equipment Inventory shall be completed for each piece of equipment used in the Program with an acquisition value of $50,000 or greater. The Program Equipment Inventory shall be reported and updated within BlackCat on an annual schedule, and, as changes to the equipment inventory occur.

G. The Subrecipient shall maintain a current written equipment maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up. The plan will address maintenance of equipment with an acquisition value of $5,000 or more.

H. Program Facilities Inventory shall be completed for each facility used in the Program. The Program Facility Inventory shall be reported and updated within BlackCat on an annual schedule, and, as changes to the facility inventory occur.

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

I. The Subrecipient shall maintain a current written facility maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up.

J. The Program equipment shall be used to provide public transportation service within the described service area and in the manner described in *Section 1. Scope of Program*.

K. Failure to use Program equipment as described in *Section 1. Scope of Program* shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.

L. The Subrecipient shall notify the Department immediately of vehicular/facilities accidents, thefts, or vandalism involving Program equipment. All supporting documentation relating to the incident, including police reports, damage assessments, and insurance claims shall be reported and uploaded in BlackCat to the corresponding inventory record. Failure to notify the Department shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.

M. All Program equipment that is damaged in an accident, by vandalism, or weather is to be repaired or replaced depending on the physical and monetary extent of the damage and according to its scheduled final disposition.

N. If the Subrecipient wants to remove any Program equipment from service or dispose of such equipment either as a result of planned withdrawal, casualty loss, or transfer, the Subrecipient shall submit a completed disposition or transfer request in BlackCat including all relevant and required supporting documentation. The Subrecipient should refer to the Vehicle Disposition Procedures in the Global Resources section of BlackCat.

O. The Department may require that Program equipment purchased under FTA programs, on which liens are held, be returned to the Department. Such Program equipment shall be returned in good working condition within ten (10) business days or as stipulated by the Department. If the Subrecipient fails to return the equipment, the Department, as the recorded lien holder, shall have the right to immediately repossess the vehicle(s) by whatever means available to it under New Mexico law.

P. Upon termination of the Agreement under *Section 7. Termination for Cause*, the Subrecipient shall not be eligible for reimbursement of any costs associated with the vehicle(s) purchase or be entitled to damages arising from Program operations, except that the Subrecipient shall be reimbursed for its pro-rata share of the Program equipment's depreciated value as determined by the straight-line depreciation method.

Q. The Subrecipient agrees that no modifications will be made to Program vehicle(s) with liens held by the Department without prior written approval of the Department. If unapproved modifications are made, the Subrecipient is responsible for the cost of restoring the vehicle(s) to its original condition.

16. Charter Bus Requirements.

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(d) and 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. Part 604.9. Any charter service provided under one of the exceptions shall be "incidental." For example, it shall not interfere with or detract from the provision of mass transportation.

17. School Bus Requirements.

Pursuant to 49 U.S.C. Section 5323(f) and 49 C.F.R. Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating

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exclusive school bus service under an allowable exemption, recipients and sub recipients may not use federally funded equipment, vehicles, or facilities.

18. Certificate of Title for Vehicles.

Any title to capital equipment the Subrecipient purchases will reflect in a lien in favor of the Department. The liens will remain in effect according to the following schedule:

Category	Approx. GVW	Minimum Life (either years or miles)	
		Years	Miles
Heavy-Duty Large Bus	33,000 to 40,000lbs	15	625,000
Medium-Duty and Purpose-Built Bus	16,000 to 26,000lbs	10	285,000
Light-Duty Mid-Sized Bus	10,000 to 16,000lbs	8	240,000
Light-Duty Small Bus, Cutaway, and Modified Van	6,000 to 14,000	7	175,000

The Subrecipient shall pay all costs associated with obtaining, securing, and maintaining titles and liens including the payment of all applicable taxes and fees.

19. Duration of Lien.

The Subrecipient shall not pledge or collateralize any vehicles purchased under this Agreement without written authorization from the Department. This restriction is in effect from the date a title certificate is issued to when the Department releases the lien pursuant to *Section 18. Certificate of Title for Vehicles*. For specifics on disposition of vehicles after title lien is released, the Subrecipient should refer to the Vehicle Disposition Procedures in the Global Resources section of BlackCat.

20. Reporting Requirements.

A. **Monthly Budget Summary Reporting**. Section 5311 Subrecipients shall submit a monthly invoice/report using BlackCat to include financial expenditures and service data, as described in *Section 3. Method of Payment*. This monthly invoice shall be submitted to the Department by the 25th of the following month. The invoice shall include the supporting documentation as requested by NMDOT.

B. **Final Administration and Operating Invoice**. Section 5311 Subrecipients shall submit a final invoice to the Department for Administration and Operating expenses and a financial statement showing the total expenses within 45 days of the end of the agreement.

C. **Semi-annual Disadvantaged Business Enterprise (DBE) Reporting**. Section 5311 Subrecipients shall submit in BlackCat semi-annual DBE reports due May 15 (for the period October 1 to March 31) and due November 15 (for the period April 1 to September 30).

D. **Vehicle/ Equipment/ Facility Updates**. Section 5310 and Section 5311/5339 Subrecipients shall report vehicle/ equipment/ facility inventories within the BlackCat system as well as updates to the vehicle/ equipment/facility inventories on a quarterly schedule or as they occur. Reporting requirements apply to equipment valued at $50,000 or greater.

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

E. **Quarterly Section 5310 Ridership Reporting**. Section 5310 Subrecipients shall report Section 5310 ridership statistics quarterly within BlackCat system. Quarterly Ridership Reports are due thirty (30) days after each quarter ends. Reports are due January 30, April 30, July 30, and October 30 respectively.

F. **Drug and Alcohol Quarterly Testing Report**. Section 5311 Subrecipients will submit a quarterly Testing Report in BlackCat for each quarter of the calendar year. Subrecipients will also conduct one (1) breath alcohol test observation and two (2) urine collection observations during the calendar year. Completed checklists shall be submitted with the corresponding quarterly testing report during the quarter in which the test(s) were observed. Reports are due January 31, April 30, July 31, and October 31 respectively.

G. **National Transit Database (NTD) Rural Report**. Section 5311 Subrecipients will submit an annual NTD report, as required by 49 U.S.C. Section 5335, due December 15. More information on NTD Reporting can be found in the Global Resources Section of BlackCat.

H. **Drug and Alcohol Management Information System (MIS) Data**. Section 5311 Subrecipients will submit drug and alcohol testing data for the previous calendar year using the Management Information System (MIS) Data Collection Form to the entity designated by the Department before March 1 of each year.

I. **Drug and Alcohol Compliance Review/Report**. Section 5311 Subrecipients will participate in an annual Drug and Alcohol Compliance Review by the Department. Once a final report has been issued, the Subrecipient will begin to implement corrective actions, providing supportive documentation for all deficiencies for all deficiencies and responding to all recommendations cited in the final report. All corrective actions and recommendations should be addressed and closed within 4 months of issuance of the final report.

J. **Technical Assistance and Compliance Review/Report**. Section 5310 and Section 5311/5339 Subrecipients will participate in a Technical Assistance and Compliance Review by the Department. Once a final report has been issued, the Subrecipient will begin to implement corrective actions, providing supportive documentation for all deficiencies and responding to all recommendations cited in the final report. All corrective actions and recommendations should be addressed and closed within 4 months of issuance of the final report.

K. **Transit Asset Management (TAM) Reporting**. Section 5310 and Section 5311 Public Transit Providers may participate in a group TAM Plan sponsored by The Department (49 U.S.C. 625). All TAM plan participants shall sign a TAM Plan Approval Statement and assign an Accountable Executive to be identified in BlackCat. TAM reporting requires participants to maintain updated asset/facility inventories and condition assessments in BlackCat.

The Department may withhold payment of monthly invoices if reports are not submitted in a timely manner, are incorrect and/or incomplete. The Subrecipient's failure to submit reports in a timely manner on the dates specified shall be a material breach of this Agreement and shall be subject to termination as provided in *Section 7. Termination for Cause*.

21. Retention of Records.

The Subrecipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred in the Program for three (3) years after the date of termination or expiration of this Agreement.

22. Access to Records.

The Subrecipient shall grant authorized representatives of the Department, the State, and the federal government access to books, documents, papers, reports, and records of the Subrecipient or its contractors or subcontractors, which are directly pertinent to this Agreement, for the purpose of making audits, examination excerpts, and transcriptions. The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Subrecipient shall reimburse the

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Department for any expenditure for which it received payment or reimbursement, as applicable, which is disallowed by an audit exception by the Department, the State or federal government.

23. Audit.

Pursuant to New Mexico administrative code 2.2.2.8(D), all governmental agencies are required to have their financial affairs thoroughly examined and audited each year by the Office of the State Auditor or independent auditors approved by the Office of the State Auditor. The list of approved auditors can be found here.

The Subrecipient shall ensure that an annual audit of the Program based on the Subrecipient's fiscal year shall be conducted pursuant to 2 CFR Parts 200 and 1201.

24. Audit Exceptions.

If federal or State audit exceptions are made, the Subrecipient shall reimburse all costs incurred by the State and the Department associated with defending against the exceptions, which includes but is not limited to costs of performing a new audit or a follow-up audit, court costs, attorneys' fees, travel costs, penalty assessments.

Immediately upon notification from the Department, the Subrecipient shall reimburse the amount of the audit exception and any other related costs directly to the Department. In the notification, the Department may inform the Subrecipient of the Department's election to withhold an amount equal to the payment owed under this Section from any future distribution owed to Subrecipient under this Agreement.

25. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this 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(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

26. Contracting and Assignment.

The Subrecipient shall not contract or permit to have subcontracted any portion of this Agreement without prior written approval of the Department. No such contracting or subcontracting shall relieve the Subrecipient from its obligations and liabilities under this Agreement, nor shall any contracting or subcontracting obligate payment from the Department.

Except to a successor in kind, the Subrecipient shall not assign or transfer any interest in this Agreement or assign any claim for money due or to become due under this Agreement without the prior written approval of the Department.

Should contract(s), subcontract(s) or an assignment be authorized by the Department, the contractor(s), subcontractor(s) and assignor(s) shall be subject to all provisions of this Agreement. It shall be the Subrecipient's responsibility to duly inform the contractor(s), subcontractor(s) and assignor(s) by means of a contract or other legally binding document stipulating responsibility to this Agreement.

27. Training.

The Subrecipient shall ensure that all drivers described in the Operations Profile are trained in accordance with the Department's Training Standard Operating Procedures. The Subrecipient should refer to the Training Procedures in the Global Resources section of BlackCat. Should the Subrecipient fail to satisfy the terms and conditions as outlined, the Subrecipient may be found to be in breach of contract and subject to the provisions of *Section 7. Termination for Cause*.

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

28. No Federal Government Obligation to Third Parties.

A. The Department and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Department, Subrecipient, or any other party (whether or not a party to the Agreement or any contract or subcontract) pertaining to any matter resulting from the Agreement.

B. The Subrecipient agrees to include the above clause in each contract or subcontract financed in whole or in part with federal assistance provided by FTA. It further agrees that the clause shall not be modified, except to identify the contractor or subcontractor who will be subject to its provisions.

29. Drug and Alcohol Testing.

A. The Subrecipient will implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 655, produce documentation necessary to establish its compliance, permit authorized representatives of the U.S. DOT or the Department to inspect the facilities and records associated with the drug and alcohol testing program, and review the testing process.

B. The Subrecipient will submit for review and approval a copy of its Policy Statement developed to implement its drug and alcohol testing program.

C. The Subrecipient agrees to participate in the Department's consortium.

D. The Subrecipient agrees to develop a drug and alcohol program standard operating procedures desk manual.

E. The Subrecipient will participate in Department-provided training opportunities.

30. Labor Warranty.

The Section 5311 Subrecipient agrees to comply with the terms and conditions of the Special 49 U.S.C. Section 5333(B) Labor Protection Warranty. The Subrecipient will assume all legal and financial responsibility relative to compliance with the terms and conditions of the Warranty.

31. Civil Rights Laws and Regulations Compliance.

The Subrecipient shall comply with all federal, State, and local laws and ordinances applicable to the work called for under this Agreement.

A. **Nondiscrimination**. In accordance with Title VI of the Civil Rights Act, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, disability, or other protected class. The Subrecipient shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue. **T**he Nondiscrimination Assurance is attached as **Assurance 3**.

B. **Equal Employment Opportunity**. The following equal employment opportunity requirements apply to this Agreement:

1. **Race, Color, Religion, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

Opportunity, Department of Labor," 41 C.F.R. Part 60 *et seq*., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including gender identity and sexual orientation). Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.

2. **Age**. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient shall comply with any implementing requirements FTA may issue.

3. **Disabilities**. In accordance with Section 102 of the Americans with Disabilities Act, 42 U.S.C. Section 12112, the Subrecipient agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.

C. The Subrecipient shall include these requirements in each contract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

D. The Subrecipient also agrees to ensure that these requirements are included in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

32. DBE Policy.

A. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Department's proposed overall goal for FTA participation for the 2025 fiscal year is 21.3%, through race-neutral means.

B. The Subrecipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the performance of the Agreement. The Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the administration of the Program. Failure by the Subrecipient to carry out these requirements is a material breach of the Agreement, which may result in the termination or other such remedy as the Department deems appropriate. Each contract the Subrecipient signs with a contractor shall include the assurance in this paragraph (see 49 CFR 26.13(b)).

C. The Subrecipient agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of U.S. DOT assisted contracts. The Subrecipient will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

D. The Subrecipient is required to pay its contractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the awarded contractor's receipt of payment for that work from the Department.

E. The Subrecipient shall promptly notify the Department, whenever a DBE contractor is terminated or fails to complete its work and shall make good faith efforts to engage another DBE contractor to perform at least the same amount of work. The Subrecipient may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Department.

A subrecipient of FTA funds shall meet applicable DBE requirements when funds are used in whole or in part to finance procurements of and contracts for applicable products and services. A subrecipient with contracting opportunities shall sign and submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients,* which is attached as **Certification 1**.

33. ADA Access.

The Subrecipient shall comply with 49 U.S.C. Section 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for seniors and individuals with disabilities. The Subrecipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973; with 29 U.S.C. Section 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA); 42 U.S.C. Sections 12101 *et seq*., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, 42 U.S.C. Sections 4151 *et seq*., which requires that buildings and public accommodations be accessible to individuals with disabilities.

34. Program Fraud and False or Fraudulent Statements or Related Acts.

A. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. Sections 3801 *et seq*. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this program. The Subrecipient certifies or affirms the truthfulness and accuracy of any statement it makes pertaining to the resultant Agreement or the FTA assisted program for which this work is being performed. The Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the federal government deems appropriate.

B. The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a program that is financed in whole or in part with federal assistance originally awarded by FTA, the federal government reserves the right to impose the penalties of 18 U.S.C. Section 1001 on the Subrecipient to the extent the federal government deems appropriate.

C. The Subrecipient certifies to abide by these clauses and include the clauses in each subcontract financed in whole or in part with Federal Transit Administration funds. The Subrecipient further agrees that these clauses shall not be modified, except to identify the contractor or subcontractor subject to its provisions.

D. All claims for compensation reimbursement and payment of any amounts due pursuant to this Agreement are governed by the Fraud Against Taxpayers Act, NMSA 1978, Sections 44-9-1 through 44-9-14.

35. Lobbying.

A subrecipient receiving $100,000 or more of 49 U.S.C. Section 5311 funds shall file the Lobbying Certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying" with the application. The Subrecipient shall certify that it has not used federal appropriated funds to pay any person or organization for influencing or

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

attempting to influence an officer or employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. Section 1352.

Before awarding a third-party contract exceeding $100,000, the Subrecipient shall obtain a signed Lobbying Certification from the contractor. Each tier below the contractor awarded a subcontract exceeding $100,000 shall also provide a Lobbying Certification. Such disclosures are forwarded from tier to tier up to the Subrecipient.

36. Officials Not to Benefit.

Neither any member of the New Mexico Legislature nor any member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom. The provisions of this clause shall be extended to all public employees, officers, or tribal council members.

37. Clean Water and Air Requirements.

A. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, 33U.S.C. Sections 1251 *et seq*., and the Clean Air Act, 42 U.S.C. Sections 7401 *et seq*. The Subrecipient agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency Regional Office.

B. The Subrecipient agrees to include these requirements in each contract or subcontract exceeding $150,000.00 and financed in whole or in part with federal assistance provided by the FTA.

38. Energy Conservation

The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

39. Debarment and Suspension.

Executive Order No. 12549, "Debarment and Suspension of Participants in Federal Programs," February 18, 1986, 31 U.S.C. Section 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989 31 U.S.C. Section 6101 note, as implemented by 2 C.F.R. Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200 prohibits FTA subrecipients from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. Subrecipients shall include the certification and instruction language contained at 2 C.F.R. Part 1200 in all Invitations for Bids and Requests for Proposals (for inclusion by contractors and subcontractors in their bids or proposals) for all contracts expected to equal or exceed $25,000.00, regardless of the type of contract to be awarded.

The Subrecipient is required to verify that none of the Subrecipient's principals or affiliates are excluded or disqualified as defined, as defined by 2 C.F.R. Part 1200. By signing and submitting this Agreement, the Subrecipient certifies as follows:

> The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder/Subrecipient or proposer/Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder/Subrecipient or proposer/Subrecipient agrees to comply with the requirements of 2 C.F.R. Part 1200 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder/Subrecipient or proposer/Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

40. Notification Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the Subrecipient shall promptly notify the Department so that it can notify the Federal Government. The Subrecipient shall include a similar notification requirement in its third-party agreements and shall require each third-party participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.230 and 1200.230. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

41. Seat Belt Use

The Subrecipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: 90 (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

42. Safe Operation of Motor Vehicles

The Subrecipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(i) Safety. The Subrecipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Subrecipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

(ii) Recipient Size. The Subrecipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) Extension of Provision. The Subrecipient agrees to encourage its contractors to comply with this Special Provision and include this Special Provision in each third-party contract at each tier supported with federal assistance.

43. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Public Law 115-232, section 889, prohibits entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

44. Central Contractor Registration Requirements.

Prior to payment of invoices and receipt of vehicles and equipment, the Subrecipient shall register and maintain current registration in the Central Contractor Registration website, http://www.sam.gov. Registration requires having a Dun and Bradstreet Data Universal Number (DUNS), see http://www.dnb.com. The Department will not provide vehicles, or make payments, until the Subrecipient demonstrates that it is registered with the System for Award Management (SAM) website.

45. Federal Grant Reporting Requirements.

Under the Federal Funding Accountability and Transparency Act, the Department is required to report on projects or activities, which are awarded federal grants of $25,000 or more. This information will be made available to the public on www.USAspending.gov.

The type of information the Department is required to report includes:

- Name of Subrecipient receiving the award,
- Amount of Award,
- Funding Agency,
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants,
- Program source,
- Award title descriptive of the purpose of the funding action,
- Location of the Subrecipient, which includes the Congressional District,
- Place of performance of the program or activity, which includes the Congressional District,
- Unique Entity Identifier of the Subrecipient and its parent organization, if one exists, and
- Total compensation and names of the top five executives of the Subrecipient. This information is required, if the Subrecipient in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds $25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

The Department will extract as much information as possible from the Subrecipient's grant application and standard reports. However, the Subrecipient will be required to provide additional information, which includes the total compensation and names of the Subrecipient's top five executives, if applicable. As specified earlier in Section 42, "Central Contractor Registration Requirements," of this Agreement, the Subrecipient shall register with SAM.gov and provide that information to the Department.

46. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

47. Scope of Agreement.

This Agreement incorporates all of the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreements or understandings of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

48. Applicable Law and Venue; Federal Changes.

The Subrecipient shall comply with all federal, State, and local laws, ordinances, rules, warranties, assurances, and regulations applicable to the performance of this Agreement. This includes all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current year's Master Agreement between the Department and the FTA. The Subrecipient shall make as part of this Agreement between the Department and the Subrecipient the assurances and warranties which were signed as part of the grant award. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

49. Incorporation of FTA Terms.

Provisions of this Agreement include, in part, certain Standard Terms and Conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circulars 4230.1F, and 9040.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current Federal Transit Administration Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration. The Master Agreement can be viewed on the web at https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements.

50. Amendment.

The terms of this Agreement may be altered, modified or amended by an instrument in writing executed by the parties. Specifically excluded from this requirement are revisions to transportation services and fare schedules identified in the Operations Profile. *Section 1. Scope of Program, Paragraphs C and E*, details how such changes are to be approved and documented.

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In witness whereof, each party is signing this Agreement on the date stated below that party's signature. This Agreement becomes effective on the date the last party signed the Agreement.

New Mexico Department of Transportation

DocuSigned by:
Ricky Serna
5910E8A6255842F...

NMDOT Cabinet Secretary or Designate

07/03/25

Date

CITY OF SANTA FE

Alan Webber (Jun 16, 2025 10:20 MDT)

Alan Webber, Mayor

MAYOR

Name/Title (please print)

06/16/2025

Date

Approved as to Form and Legal Sufficiency by the Department's Office of General Counsel.

Signed by:
John Newell
Deputy General Counsel
C750CEC1625D488...

NMDOT Deputy General Counsel

04/04/25

Date

CITY OF SANTA FE ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Apr 22, 2025 16:38 MDT)

City of Santa Fe Assistant Attorney

Apr 22, 2025

Date

CITY OF SANTA FE ATTEST:

ANDREA SALAZAR (Jun 16, 2025 13:52 MDT)

City of Santa Fe City Clerk

06/16/2025

Date

GB MTG 06/11/2025

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

ATTACHMENT A

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

ATTACHMENT A-1

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	**City of Santa Fe**
(ii) Subrecipient's unique entity ID;	**QLN2YKMMJ8X6**
(iii) Federal Award Identification Number (FAIN);	**NM-2024-008**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**4/28/2022**
(v) Subaward Period of Performance Start and End Date;	**10-01-2024 thru 03-31-2026**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	**Capital $451,096.00**
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	**Capital $451,096.00**
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	**Capital $451,096.00**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**FY22 5310 Enhanced Mobility of Seniors and Individuals with Disabilities for FY25 Program Funding Award**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**Federal Transit Administration, New Mexico Department of Transportation** **David Harris - 505 -827-5420, DavidC.Harris@dot.nm.gov** **P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	**20.513**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

ATTACHMENT A-2

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	**City of Santa Fe**
(ii) Subrecipient's unique entity ID;	**QLN2YKMMJ8X6**
(iii) Federal Award Identification Number (FAIN);	**NM-2019-001**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**7/16/2018**
(v) Subaward Period of Performance Start and End Date;	**10-01-2024 thru 03-31-2026**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	**Capital $83,361.84**
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	**Capital $83,361.84**
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	**Capital $83,361.84**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**FY18 5310 Enhanced Mobility of Seniors and Individuals with Disabilities for FY25 Program Funding Award**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**Federal Transit Administration, New Mexico Department of Transportation** **David Harris - 505 -827-5420, DavidC.Harris@dot.nm.gov** **P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	**20.513**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

NEW MEXICO DEPARTMENT OF TRANSPORTATION
TRANSIT AND RAIL DIVISION

NONDISCRIMINATION ASSURANCE AGREEMENT
FOR
FEDERAL TRANSIT ADMINISTRATION SUBRECIPIENTS

INTRODUCTION AND INSTRUCTIONS:

Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and Subrecipients are responsible for complying with the requirements contained therein.

On behalf of this Agreement, CITY OF SANTA FE; hereinafter referred to as "**Subrecipient**" assures that:

1. Subrecipient will comply with the following laws, regulations, and requirements so that no person in the
United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) based on race, color, national origin, religion, sex, disability, or age including:

   a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
   b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
   c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (prohibiting discrimination based on race, color, religion, sex, (including gender identity and sexual orientation) or national origin,
   d. Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
   e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq.,f. U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25,
   g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, et seq.,
   h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.,
   i. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
   j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
   k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.

2. Subrecipient will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.

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3. As required by 49 CFR § 21.7:

a. Subrecipient will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:

(1) Subrecipient implements its Award,

(2) Subrecipient undertakes property acquisitions, and

(3) Subrecipient operates all parts of its facilities, as well as its facilities operated in connection with its Award.

b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.

c. Subrecipient will promptly take the necessary actions to carry out this assurance, including the following:

(1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and

(2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.

d. If Subrecipient transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:

(1) While the property is used for the purpose that the federal assistance is extended, or

(2) While the property is used for another purpose involving the provision of similar services or benefits.

e. The United States has a right to seek judicial enforcement of any matter arising under:

(1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,

(2) U.S. DOT regulations, 49 CFR part 21, or

(3) This assurance.

f. Subrecipient will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:

(1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,

(2) U.S. DOT regulations, 49 CFR part 21, and

(3) Federal transit law, 49 U.S.C. § 5332.

g. Subrecipient will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.

h. Subrecipient will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:

(1) Subrecipient,

(2) Transferee,

(3) Third Party Contractor or Subcontractor at any tier,

(4) Successor in Interest,

(5) Lessee, or

(6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).

i. Subrecipient will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:

(1) Subagreement at any tier,

(2) Property transfer agreement,

(3) Third party contract or subcontract at any tier,

Docusign Envelope ID: ADD52E8C-3424-41D2-844A-C911062C1030

(4) Lease, or
(5) Participation agreement.

j. The assurances you have made on your behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
(1) Federal assistance is provided for its Award,
(2) Subrecipient property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
(3) Subrecipient retains ownership or possession of its property acquired or improved with federal assistance provided for its Award,
(4) Subrecipient transfers property acquired or improved with federal assistance, for the period during which the real property is used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits, or
(5) FTA may otherwise determine in writing.

4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:

a. Subrecipient will comply with the following prohibitions against discrimination based on disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:
(1) Construct any facility,
(2) Obtain any rolling stock or other equipment,
(3) Undertake studies,
(4) Conduct research, or
(5) Participate in any benefit or obtain any benefit from any FTA administered program.

b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability be:
(1) Excluded from participation,
(2) Denied benefits, or
(3) Otherwise subjected to discrimination.

AFFIRMATION OF APPLICANT

Name of Applicant: City of Santa Fe

Printed Name of Authorized Representative: Alan Webber

Relationship of Authorized Representative: Mayor, City of Santa Fe

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature: Alan Webber (Jun 16, 2025 14:40 MDT) Date: 06/16/2025

Printed Name of Signing Official: Alan Webber

Amanda Otis
State Purchasing Director
Central Purchasing

OKLAHOMA
Office of Management
& Enterprise Services

Date: 02/21/2025

Dear Awarded Supplier,

Oklahoma Statewide Contract SW0797C was awarded with the base agreement period commencing 02/01/2020 and ending 04/30/2025.

The State of Oklahoma is requesting to **extend** the above contract for the period of 90 Days through 07/30/2025.

Please indicate your firm's response to this request and return by email.

☐ Yes, our firm will renew the contract pricing and terms on the above-listed contract.

☐ No, our firm will not renew the contract pricing and terms on the above-listed contract.

Supplier ID: 377141

Company name Creative Bus Sales

Address

City State

ZIP Code

Email broy@creativebussales.com

Brent Roy	02/24/2025	Brent Roy
Name/title	Date	Signature
Brent Roy	18003262877	broy@creativebussales.com
Supplier point of contact	Phone number	Email address

Send response electronically to the email address below of the contracting officer by ASAP

Contracting officer name Asha Parks

Contracting officer phone 405 - 521 - 6674

Contracting officer email address asha.parks@omes.ok.gov

OMES FORM CP 228

Creative Bus Sales

State of Oklahoma Contract

SW0797C

FY 2023

Preparer: Brent Roy

Base Model
Mobility Trans 3.5L V6 10,360 GVWR

MobilityTRANS

Base Model Price:	$	91,550.00
Options:	$	-
Other Available Options:	$	7,945.00
Unpublished Options:	$	(5,517.00)

Vehicle Length	Lift Position	WC Positions	Total # Passengers	CDL Required
20'	Rear	1	7	No

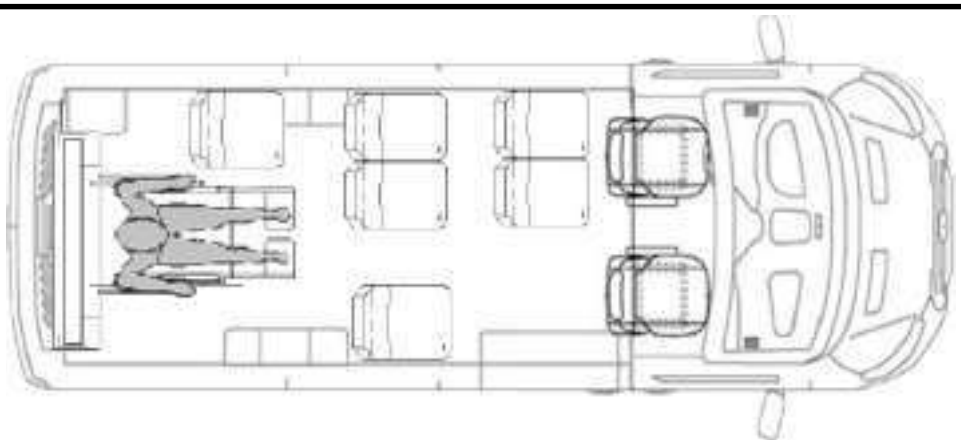
QTY Vehices: 6 **Total Contract Price:** $ 563,868.00

Per Vehicle Price: $ 93,978.00

Customer Info

Customer:	Santa Fe Trails
Address:	2931 Ruffina St. Santa Fe, NM 87507
Contact:	Thomas Martinez
Office Phone:	505-955-2006
Mobile Phone:	505-452-6704
E-Mail:	tamartinez@santanm.gov

Floorplan



Chassis

Ford Transit 350 HR DRW chassis - 10,360# GVWR, 148" WB EL
3.5L PFDI V6 gasoline engine
10-Speed Automatic Transmission
250-amp alternator
Power-assisted hydraulic front & rear disc brakes
4-wheel anti-lock brake system
25-gallon OEM fuel tank
Independent Macpherson strut front suspension with stabilizer bar
Leaf spring rear suspension
AdvanceTrac w/Roll Stability Control (RSC) w/Forward Collision Warning
Power steering
Cruise control
Dual batteries
Vinyl driver and co-pilot seats
Driver/Co-pilot sun visor
Tilt/Telescoping steering wheel
Power windows
Power door locks
Power mirrors
OEM chassis dash heater, A/C, and defroster
Oxford White

Body

Driver and co-pilot running boards
Electric passenger entry bus door
Ford OEM 2-passenger seats with 3-pt passenger seat belts
Altro flooring

ADA

Braun Millenium wheelchair lift (800# capacity)
One (1) Q'Straint QRT-MAX retractable wheelchair securement system
Securement system storage box
Two (2) tiedown webbing loops
ADA interlock
ADA-compliant ramp and door entrance lighting

Safety

5 lb. fire extinguisher
First aid kit
Emergency triangle kit
Body fluid clean up kit
Backup alarm
Belt cutter

Other Available Options

Qty	Description	FY 2023 List Price	QTY Total
1	OEM Ford Transit EV option (fully electric van)	$ 7,945.00	$ 7,945.00
-	**Subtotal Manufacturer Options:**		**$ 7,945.00**

CBS Unpublished Options

Qty	Description	FY 2023 List Price	QTY Total
3	Freedman Seating Go-ES seats w/quick release moveable seat bases	$ 1,650.00	$ 4,950.00
1	Custom Santa Fe Trails graphics installed by VisikonIt Media	$ 1,233.00	$ 1,233.00
1	3rd party inspection by Adaptive Maintenance Solutions	$ 300.00	$ 300.00
1	Inventory reduction discount (valid through 07/30/2025)	$ (12,000.00)	$ (12,000.00)
-	**Subtotal CBS Unpublished Options:**		**$ (5,517.00)**

Purchasing PACKET_FTA Section5310 Vans cameras RW Rev 2 ELK

Final Audit Report 2025-05-21

Created:	2025-05-21
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxGcbnwcOjrM8DbOcnsQ0QpL3qVHXJvTn

"Purchasing PACKET_FTA Section5310 Vans cameras RW Rev 2 ELK" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-05-21 - 7:12:13 PM GMT- IP address: 63.232.20.2

Document emailed to Gabrielle Chavez (gnchavez@santafenm.gov) for signature
2025-05-21 - 7:13:39 PM GMT

Email viewed by Gabrielle Chavez (gnchavez@santafenm.gov)
2025-05-21 - 7:43:11 PM GMT- IP address: 63.232.20.2

Document e-signed by Gabrielle Chavez (gnchavez@santafenm.gov)
Signature Date: 2025-05-21 - 7:43:38 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2025-05-21 - 7:43:39 PM GMT

Email viewed by rawheeler@santafenm.gov
2025-05-21 - 8:03:25 PM GMT- IP address: 216.207.130.218

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2025-05-21 - 8:03:48 PM GMT- IP address: 216.207.130.218

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2025-05-21 - 8:03:50 PM GMT - Time Source: server- IP address: 216.207.130.218

Agreement completed.
2025-05-21 - 8:03:50 PM GMT

Powered by Adobe Acrobat Sign

Purchasing PACKET_FTA Section5310 Vans cameras RW Rev 2 ELK.u

Final Audit Report 2025-07-15

Created:	2025-07-11
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQa_55Eub5uk3VFEftIxdh_qMQE1bSuzU

"Purchasing PACKET_FTA Section5310 Vans cameras RW Rev 2 ELK.u" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2025-07-11 - 10:04:51 PM GMT- IP address: 63.232.20.2

Document emailed to Eric Candelaria (edcandelaria@santafenm.gov) for signature
2025-07-11 - 10:13:57 PM GMT

Email viewed by Eric Candelaria (edcandelaria@santafenm.gov)
2025-07-11 - 10:18:05 PM GMT- IP address: 174.238.230.147

Document e-signed by Eric Candelaria (edcandelaria@santafenm.gov)
Signature Date: 2025-07-11 - 10:31:59 PM GMT - Time Source: server- IP address: 174.238.230.147

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-07-11 - 10:32:04 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-07-14 - 9:44:46 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-07-14 - 9:50:49 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2025-07-14 - 9:50:54 PM GMT

Email viewed by ERIKA LUJAN (evlujan@santafenm.gov)
2025-07-15 - 2:11:20 PM GMT- IP address: 104.47.65.254

Powered by Adobe Acrobat Sign

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2025-07-15 - 2:11:47 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ralovatosanouvong@santafenm.gov for signature
2025-07-15 - 2:11:52 PM GMT

Email viewed by ralovatosanouvong@santafenm.gov
2025-07-15 - 2:12:11 PM GMT- IP address: 104.47.65.254

Signer ralovatosanouvong@santafenm.gov entered name at signing as Rebecca Lovato-Sanouvong
2025-07-15 - 2:18:49 PM GMT- IP address: 63.232.20.2

Document e-signed by Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov)
Signature Date: 2025-07-15 - 2:18:51 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-07-15 - 2:18:57 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2025-07-15 - 3:22:35 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-07-15 - 8:33:08 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-07-15 - 8:33:08 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: May 21, 2025

To: Governing Body

From: Gabrielle Chavez, Transit Director of Administration
Gabrielle Chavez (May 21, 2025 13:43 MDT)

Via: Regina Wheeler, Public Works Department Director
Regina Wheeler (May 21, 2025 14:03 MDT)

Subject: Purchase of Six Paratransit Vans and Replacement of Camera Security System for Fifteen Transit Vehicles

Vendor Name: Model 1 Commercial Vehicles / Creative Bus Sales

Vendor Number: 3015

ACTION:
Request for Approval to Purchase Six Electric Paratransit Buses from Creative Bus Sales in the Total Amount of $563,868 Excluding NMGRT. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

Request for Approval to Purchase a Replacement Camera Security System for Fifteen Transit Buses and Vans from Model 1 Commercial Vehicles in the Total Amount $310,315 Including NMGRT.

BACKGROUND AND SUMMARY:
The City received an FTA Award, identified as FY25 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Funding, for FY25 from the NMDOT Transit and Rail Division. The purpose of the grant is to purchase six new Ford electric paratransit vehicles and replace the security camera system on fifteen Transit vans and buses. The paratransit, fourteen-passenger vans are $93,978 each for a total of $563,868 excluding NMGRT for six vans. The camera security system has a total cost of $310,315 including NMGRT. Funding is from the grant and matching funds available in Transit FY25 operating budget.

These vans and cameras will replace equipment that has met or exceeded its useful life.

ATTACHMENTS:
Packet for FTA Section 5310 Memorandum of Agreement (MOA) - Signed
Statewide Price Agreement SW0797C Extension
Vendor Quote—Buses
Vendor Quote—Camera System

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:
USDOT FTA Section 5310 (NMDOT 2024-008 and NMDOT 2019-001) for FY25 Award and Matching Funds from FY25 Operating Budget
Fund Name/Number: Transit/540
Munis Org Name/Number: Transit Capital Projects/5400499 and Transit Maintenance/5400093
Munis Object Name/Number: Vehicles > 1.5/571000 and Data Processing Equipment Inventory Exempt/572800

Budget Officer/Designee: Andy Hopkins Date: 07/14/2025
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement, SW0797C.
Chief Procurement Officer (CPO)/Designee: _____ Date: 07/15/2025
CPO Comment/Exceptions: NMSA 1978, Section 13-1-135

ASSOCIATED APPROVALS:
IT Components included? ☒ Yes | ☐ No
Approval: Eric Candelaria (Jul 11, 2025 16:31 MDT) Title: Director, IT Date: 07/11/2025
Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☒ Yes | ☐ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Is this an externally funded purchase? ☒ Yes | ☐ No
If yes, what is the issuing agency: **The New Mexico Department of Transportation**
Approval: ERIKA LUJAN ERIKA LUJAN (Jul 15, 2025 08:11 MDT) Title: Grants Manager Date: 07/15/2025
Comment/Exceptions: _____

Is this a Capital Asset or Project? ☒ Yes | ☐ No
Project Ledger Number **PWD2554039**
Approval: Rebecca Lovato-Sanouvong Rebecca Lovato-Sanouvong (Jul 15, 2025 08:18 MDT) Title: Accounting Manager Date: 07/15/2025
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☒ Yes | ☐ No
Approval: ERIKA LUJAN ERIKA LUJAN (Jul 15, 2025 08:11 MDT) Title: _____ Date: 07/15/2025
Comment/Exceptions: _____

Docusign Envelope ID: ADD52E8C-3424-41D2-844A-C911062C1030

CITY OF SANTA FE

Date: May 20, 2025

To: Governing Body

From: Gabrielle Chavez, Transit Director of Administration Gabrielle Chavez (May 20, 2025 16:38 MDT)

Via: Regina Wheeler, Public Works Department Director Regina Wheeler (May 20, 2025 16:40 MDT)

Subject: FTA Section 5310 Funding MOA

ACTION:
Request for Approval of a Memorandum of Agreement (MOA) with New Mexico Department of Transportation for Federal Transit Administration Section 5310 Funding for Public Transportation Services in the Total Amount of $668,072.30. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $534,457.84 from the MOA to Transit FY25 Revenue, Vehicles > 1.5 and Data Processing Equipment.

BACKGROUND AND SUMMARY:
The City received an FTA Award, identified as FY25 Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Funding, for FY25 from the NMDOT Transit and Rail Division. The purpose of the grant is to purchase six Ford electric paratransit vans to replace aged vehicles and replace the camera security system on fifteen paratransit vans. The grant for $668,072.30 requires matching funds of $133,614 which are available in 5400499, so the BAR only allocates the grant funding into FY25 budget and not the match.

ATTACHMENTS:
Memorandum of Agreement (MOA)
Project Ledger ID Request Form
BAR

FUNDING SOURCE:
NMDOT FTA Section 5310 Transit Funding
Fund Name/Number: Transit 540
Munis Org Name/Number: 5400499
Munis Revenue Object Name/Number: 490550
Munis Expenditure Object Name/Number: 571000 and 572800
Project Ledger Number: PWD2554039

PROCUREMENT METHOD:
This is a Grant Agreement. No procurement required.

Docusign Envelope ID: ADD52E8C-3424-41D2-844A-C911062C1030

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 10/7/24-REVISED 5/15/25

Project Title: SEC5310 PARATRANSIT VANS VIA NMDOT

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: PWD2554039

Grant ID: S2537/S2567

Approved By: ERIKA LUJAN (May 20, 2025 13:57 MDT)

CT (Finance Use Only)

Department: PW-TRANSIT Project Manager: GABRIELLE CHAVEZ Ext: 2055

Project Date Range: 10/15/24 to 3/31/26 ☑ Create Fixed Asset

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

Funding Source: FTA-2024-008 P/T NMDOT % of Funding: 80/20 LOCAL MATCH: 112774.00

MUNIS ORG: 5400499 MUNIS OBJ: 490150 Awarded Amount: 451096.00

Funding Source: NM2019-001 % of Funding: 80/20 LOCAL MATCH : 20840.46

MUNIS ORG: 5400499 MUNIS OBJ: 490150 Awarded Amount: 83361.84

Expense String Phase:

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

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

Phase: VEHICLES,DATA PRC INV EXPT MUNIS ORG: 5400499 MUNIS OBJ: 570950,570800

Grants Only (list all grants if applicable): PROJECT TOTAL: 668072.30

Grantor Name: NMDOT P/THRU 2024-008 Awarded Amount: 451096.00

AR Charge Code: 5400499.490150 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700000 Federal CFDA (if applicable): 20.513

Grantor Name: NMDOT P/THRU 2019-001 Awarded Amount: 83361.84

AR Charge Code: 5400499.490150 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700000 Federal CFDA (if applicable): 20.513

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

Docusign Envelope ID: ADD52E8C-3424-41D2-844A-C911062C1030

Log # {Finance use only}:	
Journal # {Finance use only}:	

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

DEPARTMENT / DIVISION NAME	DATE
Transit / Transit CIP	5/14/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Vehicles > 1.5 - Bus	5400499	571000	PWD2554039	430,254	
Data Processing Equipment Inventory	5400499	572800	PWD2554039	104,204	
REVENUES				{enter as negative #}	{enter as positive #}
US DOT/FTA - NMDOT 2024-008 and 2019-001	5400499	490550	PWD2554039	(534,458)	
				$ (0)	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

US DOT FTA Grant award for $534,458 for funding of six paratranist buses, 14 passenger vans, and replace

security cameras. Required $133,614.46 local match is available in operating budget. (Term 08/31/2026)

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

De Alva Calabaza 5/14/2025
Prepared By {print name} Date

Gabrielle Chavez (May 20, 2025 16:38 MDT)
Division Director Date

Regina Wheeler (May 20, 2025 16:40 MDT)
Department Director Signature Date

Andy Hopkins
Budget Officer Date

Finance Director {≤ $5,000} Date

City Manager {≤ $60,000} Date

Log # {Finance use only}:	
Journal # {Finance use only}:	

Memo_MOA Section 5310 FTA $668K RW ELK

Final Audit Report 2025-05-20

Created:	2025-05-20
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
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ITEM #25-0230

NMDOT Contract# M01986
Vendor# 54360

FISCAL YEAR 2025 (FY 25)

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW MEXICO DEPARTMENT OF TRANSPORTATION

AND

CITY OF SANTA FE

This Agreement is between the **STATE OF NEW MEXICO**, acting through its **DEPARTMENT OF TRANSPORTATION**, Transit and Rail Division (Department), and the **CITY OF SANTA FE** Subrecipient). This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

Whereas, 49 U.S.C. Section 5305(e) provides federal assistance for public transportation statewide planning that can be used to provide technical assistance to subrecipients for planning purposes;

Whereas, 49 U.S.C. Section 5307 provides federal assistance for public transportation in small urbanized areas by way of a formula grant program which may be administered by the state;

Whereas, 49 U.S.C. Section 5310 provides federal assistance for public transportation to meet the special needs of seniors and individuals with disabilities by way of a formula grant program administered by each state;

Whereas, 49 U.S.C. Section 5311 provides federal assistance for public transportation in rural areas by way of a formula grant program administered by each state;

Whereas, 49 U.S.C. Section 5339 provides federal assistance for buses and bus-related equipment and facilities by way of a formula and discretionary grant program administered by each state;

Whereas, the State of New Mexico participates in the 49 U.S.C. Section 5305(e), 49 U.S.C. Section 5307, 49 U.S.C. Section 5310, 49 U.S.C. Section 5311, and U.S.C. Section 5339 programs, collectively referred to herein as the Program;

Whereas, the Governor of the State of New Mexico designated the Department to administer the Program funds; and

Whereas, the Subrecipient applied for financial assistance for public transportation services, which was approved by the Department and the Federal Transit Administration (FTA).

Now, therefore, pursuant to Section 67-3-69 NMSA 1978, the parties agree as follows:

1. Scope of Program.

A. **Operations Profile.** The Subrecipient shall provide transportation services to the public within its service area as specified in the Operations Profile submitted with the Application, which is incorporated by reference and is on file with the Department and the Subrecipient.

B. **Use of Program Equipment.** The Subrecipient agrees that any Program equipment purchased under this Agreement shall be used to provide public transportation service within the area described in the Operations Profile. If the equipment is not used in this manner or withdrawn from service, the Subrecipient shall notify the Department in accordance with *Section 15. Use of Program Equipment*.

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C. **Use of Program Funds.** The services described in the Operations Profile shall remain intact throughout the term of this Agreement. If the services change, the Subrecipient must submit a revised Operations Profile. The Subrecipient shall notify and seek prior approval from the Department if there will be an elimination or a reduction of services greater than twenty percent (20%). Failure to provide notice shall give the Department cause for termination, as described in *Section 7. Termination for Cause*.

D. **Fare Schedule.** The fare schedule, which shall be approved by the Subrecipient's governing body, shall be stated in the approved Operations Profile. The Subrecipient shall provide the Department prior notification of any changes to the fare schedule and documentation of governing body approval.

E. **Advertising and Public Information.** The Subrecipient shall implement an advertising and information program. Acceptable methods include but are not limited to: websites, social media, apps, trip planners, brochures, fliers and handbills, signs and posters, radio announcements, press releases and articles in local and organization newspapers, bulletins, and newsletters. Subrecipients operating fixed and deviated routes shall maintain and update as needed General Transit Feed Specification (GTFS) data. In addition, the name of the service together with the words "Public Transportation" shall be prominently displayed on all vehicle(s) and be readable at a distance of no less than thirty (30) feet. Painted or affixed signing with a decal is acceptable. Magnetic signs are not acceptable. The name shall indicate that the service is a transportation system open to the public. The Subrecipient shall have a telephone number established and operative during hours of transportation services so that the public can access information. All methods of advertising and the signs on the vehicles shall include the telephone number.

F. **Personnel.** The Subrecipient shall maintain and update organizational contacts in BlackCat Transit Data Management System (BlackCat).

2. Cost of Program.

The Department shall provide partial funding to the Subrecipient to cover expenses of the Program as described in the approved Operations Profile in an amount described below:

Subaward FY 25

City of Santa Fe	Total	Federal	Local
Capital to Subrecipient (80/20) Section 5310 Equipment	$104,202.30	$ 83,361.84	$ 20,840.46
Capital to Subrecipient (80/20) Section 5310 Vehicles	$563,870.00	$ 451,096.00	$ 112,774.00
Total Capital	**$668,072.30**	**$ 534,457.84**	**$ 133,614.46**

Vehicle acquisition funds that designate payment as capital to vendor that are not obligated by contract by September 30, 2025, may revert to the Department.

Vehicle acquisition funds that designate payment as capital to subrecipient that are not obligated by contract by March 31, 2026, may revert to the Department.

Capital equipment acquisition funds that are not obligated by contract by August 31, 2026, may revert to the Department.

Capital rehab/renovation and construction project funds that are not obligated by contract by August 31, 2027, may revert to the Department.

This program is funded with grants provided by the FTA Section 5305 Statewide Transportation Planning Formula Program, Assistance Listing number 20.505; FTA Section 5307 Urbanized Area Formula Program, Assistance Listing number 20.507; FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program, Assistance Listing number 20.513; FTA Section 5311 Formula Grants for Rural Areas, Assistance Listing number 20.509; and FTA Section 5339 Bus and Bus Facilities Formula and Discretionary

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

Program, Assistance Listing number 20.526. (**Attachment A**.) The Department's share of Program expenses shall be obtained from the federal government. State funds will not be earmarked or disbursed to fund the Program. The Department shall not be responsible for any other costs incurred by the Subrecipient. The Subrecipient shall take all actions necessary to fund its share of the Program.

3. Method of Payment.

The Department shall reimburse the Subrecipient for the Department's share of Program administration, operating assistance, and capital upon receipt of invoices with sufficient supporting documentation as determined and approved by the Department indicating that expenses have been paid and/or money is owed.

The Subrecipient shall submit Budget Summary Reports for administration and/or operating assistance on a monthly basis, to be received by the Department by the 25th day of the following month in which expenses were incurred. Reimbursement requests for vehicles and capital equipment shall be submitted within 30 days of payment to the vendor.

All reimbursement requests shall be submitted to the Department utilizing BlackCat. All expenses must be actual and listed on the invoice as charged. Rounding up or down, other than the total, is not permitted. Only those expenses or percentage thereof, properly documented and deemed eligible, shall be reimbursed. The Department may withhold payment of invoices that are incorrect and/or incomplete.

Subrecipients that receive capital assistance for vehicle purchases are expected to remit payment to the vendor, depending on the capital designation assigned in the award table, within 30 days of vehicle delivery. The Department shall either reimburse the Subrecipient (capital to subrecipient) or the vendor (capital to vendor) on behalf of the Subrecipient for the Department's share of Program costs.

Subrecipients with a capital to subrecipient designation will pay the vendor in full for the cost of the vehicle and invoice NMDOT for reimbursement of the federal share (80/20).

Subrecipients with a capital to vendor designation will pay the vendor the local portion of the cost of the vehicle. Once received, the vendor will invoice NMDOT for the remaining federal portion of the vehicle cost.

Reimbursements will be issued upon receipt of invoices, with sufficient supporting documentation as determined and approved by the Department, indicating that expenses have been paid and/or money is owed. The Subrecipient should refer to the Vehicle Purchase Procedures in the Global Resources section of BlackCat for payment procedures.

4. Eligible Costs.

A. Eligible Costs are those costs attributable to and allowed under the Program and the provisions of 2 CFR Parts 200 and 1201, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

B. Costs incurred by the Subrecipient prior to the effective date of this Agreement or after termination are not eligible for reimbursement.

C. Within forty-five (45) days after completion of this Agreement, the Subrecipient shall submit a final invoice to the Department for Administration and Operating expenses and a financial statement showing the total expenses of the Program.

D. Match shall be provided from eligible matching sources.

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5. State General Appropriation Funds Not Obligated.

Nothing in this Agreement shall be construed as obligating State general appropriation funds for payment of any debt or liability arising under this Agreement. The parties expressly acknowledge that all payments made under this Agreement are from federal funds appropriated for these purposes.

6. Term.

Upon the signature of all parties, this Agreement becomes effective with a starting date of October 1, 2024.

Costs incurred under this agreement for Administration and Operating expenses from October 1, 2024, to September 30, 2025, are eligible for reimbursement.

Vehicle acquisition funds that designate payment as capital to vendor that are obligated by contract by September 30, 2025, are eligible for reimbursement.

Vehicle acquisition funds that designate payment as capital to subrecipient that are obligated by contract by March 31, 2026, are eligible for reimbursement.

Capital equipment acquisition funds obligated by contract by August 31, 2026, are eligible for reimbursement.

Capital rehab/renovation and construction project funds obligated by contract by August 31, 2027, are eligible for reimbursement.

7. Termination for Cause.

The Department has the option to terminate this Agreement if the Subrecipient fails to comply with any provision. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Subrecipients breaches on which the termination is based.

The Department may provide the Subrecipient a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Subrecipient has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Subrecipient has not begun and proceeded in good faith to correct the breach, the Department may declare the Subrecipient in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law. Upon termination of this Agreement, the Subrecipient shall return the Program equipment as specified in *Section 1. Scope of the Program*.

8. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice from the Department to the Subrecipient. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

9. Termination Management, Allowable Costs.

In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform. The Subrecipient shall be paid for all the allowable costs incurred prior to the date of termination, subject to audit verification by the Department or its duly authorized representative. The Subrecipient shall not be paid for any costs incurred that are inconsistent with, or contrary to, the terms and conditions of this Agreement.

10. Breach and Dispute Resolution.

Disputes which cannot be resolved informally by the parties shall be decided in writing by a representative of the Department's Transit and Rail Division. The Subrecipient has ten (10) days from receipt of the decision to file a

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written appeal with the Transit and Rail Division. Upon appeal, the Subrecipient will be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit and Rail Division on appeal shall be binding.

11. Procurement Requirements.

The Subrecipient shall purchase Program equipment pursuant to procedures established by 2 CFR Parts 200 and 1201, the United States Department of Transportation (U.S. DOT), the FTA, applicable New Mexico State Law, and the standards set forth in: Third Party Contracting Guidance, FTA Circular 4220.1F; and the Americans with Disabilities Act of 1990, Pub. L. No. 101-336.

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(j) as amended by the Infrastructure Investment in Jobs Act (IIJA).

Prior to awarding a bid award or execution of a contract for services or capital equipment in excess of $10,000, the Subrecipient shall seek concurrence in writing from the Department.

12. Rolling Stock.

In acquiring rolling stock, the Subrecipient agrees that the parties are bound by the following provisions:

A. **Method of Acquisition**. In compliance with 49 U.S.C. Section 5325(f), the Recipient agrees that any third party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.

B. **Multi-year Options**. In accordance with 49 U.S.C. Section 5325(e)(1), a Recipient procuring rolling stock financed with Federal assistance under 49 U.S.C. Chapter 53 may not enter into a multiyear contract with options, exceeding five (5) years after the date of the original contract, to purchase additional rolling stock and replacement parts.

C. **Buy America**. The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(j) and FTA regulations, “Buy America Requirements,” 49 C.F.R. Part 661, and any amendments to those regulations that may be promulgated.

D. **Pre-Award and Post-Delivery Audits**. The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(m) and FTA regulations, "Pre Award and Post Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, and any amendments to those regulations that may be promulgated.

E. **Bus Testing**. To the extent applicable, the Recipient agrees to comply with the requirements of 49 U.S.C. Section 5318(e) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any amendments to those regulations that may be promulgated.

13. Insurance.

The Subrecipient shall maintain liability, comprehensive, collision, and uninsured motorist insurance adequate to protect the Program equipment, and satisfactory to the Department. The Department shall be named as an additional insured and a loss payee on Subrecipient’s policy for each vehicle on which the Department has a lien. A certificate of insurance shall be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance. The Subrecipient shall provide the Department documentation of subsequent renewals and shall keep on file a copy of the insurance policy, which shall be accessible to the Department.

The Subrecipient shall require contractors and subcontractors hired to perform the services under this Agreement to have a commercial general liability insurance policy. The Department shall be named as an additional insured

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

on the contractor's and subcontractor's policy and a certificate of insurance shall be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.

The Subrecipient shall require contractors and subcontractors hired to perform services under this Agreement to indemnify, defend and hold harmless the State of New Mexico, the Department, its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury, including death or damages arising out of contractors' or subcontractors' construction or maintenance activities pursuant to this Agreement, as memorialized herein and subject to any additional permit that may be required of the contractor or subcontractor to perform said activities.

14. New Mexico Tort Claims Act.

As between the Department and the Subrecipient, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et seq*., NMSA 1978. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by the common law of the New Mexico Tort Claims Act.

15. Use of Program Equipment.

A. A Program Vehicle Inventory shall be completed for each vehicle used in the program and entered into BlackCat within thirty (30) days of delivery. Vehicle Inventory shall be reported and updated within BlackCat on a quarterly schedule, and as changes to the vehicle inventory occur.

B. The Subrecipient shall maintain a current written fleet maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up. Major corrective maintenance, warranty tracking and claims recovery, and recall notifications shall be reported in BlackCat as they are received and updated as repairs are completed.

C. The Subrecipient shall follow the equipment manufacturer's minimum standards and recommended preventive maintenance schedules. The Subrecipient shall maintain the equipment in a clean, safe, and mechanically sound condition. The Department or its authorized representative has the right to conduct periodic inspections during normal business hours for the purpose of confirming property maintenance pursuant to this clause.

D. The Subrecipient shall keep Vehicle Inspection Records before and/or after the use of each transit vehicle.

E. Each vehicle shall be equipped with a fire extinguisher, first aid kit (including a blood borne pathogens/biohazard kit), fluorescent triangles and/or safety flares, reflective vests for drivers, flashlights, and web cutters/seat belt cutters, while the vehicle is in operation.

F. Program Equipment Inventory shall be completed for each piece of equipment used in the Program with an acquisition value of $50,000 or greater. The Program Equipment Inventory shall be reported and updated within BlackCat on an annual schedule, and, as changes to the equipment inventory occur.

G. The Subrecipient shall maintain a current written equipment maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up. The plan will address maintenance of equipment with an acquisition value of $5,000 or more.

H. Program Facilities Inventory shall be completed for each facility used in the Program. The Program Facility Inventory shall be reported and updated within BlackCat on an annual schedule, and, as changes to the facility inventory occur.

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

I. The Subrecipient shall maintain a current written facility maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up.

J. The Program equipment shall be used to provide public transportation service within the described service area and in the manner described in *Section 1. Scope of Program*.

K. Failure to use Program equipment as described in *Section 1. Scope of Program* shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.

L. The Subrecipient shall notify the Department immediately of vehicular/facilities accidents, thefts, or vandalism involving Program equipment. All supporting documentation relating to the incident, including police reports, damage assessments, and insurance claims shall be reported and uploaded in BlackCat to the corresponding inventory record. Failure to notify the Department shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.

M. All Program equipment that is damaged in an accident, by vandalism, or weather is to be repaired or replaced depending on the physical and monetary extent of the damage and according to its scheduled final disposition.

N. If the Subrecipient wants to remove any Program equipment from service or dispose of such equipment either as a result of planned withdrawal, casualty loss, or transfer, the Subrecipient shall submit a completed disposition or transfer request in BlackCat including all relevant and required supporting documentation. The Subrecipient should refer to the Vehicle Disposition Procedures in the Global Resources section of BlackCat.

O. The Department may require that Program equipment purchased under FTA programs, on which liens are held, be returned to the Department. Such Program equipment shall be returned in good working condition within ten (10) business days or as stipulated by the Department. If the Subrecipient fails to return the equipment, the Department, as the recorded lien holder, shall have the right to immediately repossess the vehicle(s) by whatever means available to it under New Mexico law.

P. Upon termination of the Agreement under *Section 7. Termination for Cause*, the Subrecipient shall not be eligible for reimbursement of any costs associated with the vehicle(s) purchase or be entitled to damages arising from Program operations, except that the Subrecipient shall be reimbursed for its pro-rata share of the Program equipment's depreciated value as determined by the straight-line depreciation method.

Q. The Subrecipient agrees that no modifications will be made to Program vehicle(s) with liens held by the Department without prior written approval of the Department. If unapproved modifications are made, the Subrecipient is responsible for the cost of restoring the vehicle(s) to its original condition.

16. Charter Bus Requirements.

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(d) and 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. Part 604.9. Any charter service provided under one of the exceptions shall be "incidental." For example, it shall not interfere with or detract from the provision of mass transportation.

17. School Bus Requirements.

Pursuant to 49 U.S.C. Section 5323(f) and 49 C.F.R. Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating

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exclusive school bus service under an allowable exemption, recipients and sub recipients may not use federally funded equipment, vehicles, or facilities.

18. Certificate of Title for Vehicles.

Any title to capital equipment the Subrecipient purchases will reflect in a lien in favor of the Department. The liens will remain in effect according to the following schedule:

Category	Approx. GVW	Minimum Life (either years or miles)	
		Years	Miles
Heavy-Duty Large Bus	33,000 to 40,000lbs	15	625,000
Medium-Duty and Purpose-Built Bus	16,000 to 26,000lbs	10	285,000
Light-Duty Mid-Sized Bus	10,000 to 16,000lbs	8	240,000
Light-Duty Small Bus, Cutaway, and Modified Van	6,000 to 14,000	7	175,000

The Subrecipient shall pay all costs associated with obtaining, securing, and maintaining titles and liens including the payment of all applicable taxes and fees.

19. Duration of Lien.

The Subrecipient shall not pledge or collateralize any vehicles purchased under this Agreement without written authorization from the Department. This restriction is in effect from the date a title certificate is issued to when the Department releases the lien pursuant to *Section 18. Certificate of Title for Vehicles*. For specifics on disposition of vehicles after title lien is released, the Subrecipient should refer to the Vehicle Disposition Procedures in the Global Resources section of BlackCat.

20. Reporting Requirements.

A. **Monthly Budget Summary Reporting**. Section 5311 Subrecipients shall submit a monthly invoice/report using BlackCat to include financial expenditures and service data, as described in *Section 3. Method of Payment*. This monthly invoice shall be submitted to the Department by the 25th of the following month. The invoice shall include the supporting documentation as requested by NMDOT.

B. **Final Administration and Operating Invoice**. Section 5311 Subrecipients shall submit a final invoice to the Department for Administration and Operating expenses and a financial statement showing the total expenses within 45 days of the end of the agreement.

C. **Semi-annual Disadvantaged Business Enterprise (DBE) Reporting**. Section 5311 Subrecipients shall submit in BlackCat semi-annual DBE reports due May 15 (for the period October 1 to March 31) and due November 15 (for the period April 1 to September 30).

D. **Vehicle/ Equipment/ Facility Updates**. Section 5310 and Section 5311/5339 Subrecipients shall report vehicle/ equipment/ facility inventories within the BlackCat system as well as updates to the vehicle/ equipment/facility inventories on a quarterly schedule or as they occur. Reporting requirements apply to equipment valued at $50,000 or greater.

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

E. **Quarterly Section 5310 Ridership Reporting**. Section 5310 Subrecipients shall report Section 5310 ridership statistics quarterly within BlackCat system. Quarterly Ridership Reports are due thirty (30) days after each quarter ends. Reports are due January 30, April 30, July 30, and October 30 respectively.

F. **Drug and Alcohol Quarterly Testing Report**. Section 5311 Subrecipients will submit a quarterly Testing Report in BlackCat for each quarter of the calendar year. Subrecipients will also conduct one (1) breath alcohol test observation and two (2) urine collection observations during the calendar year. Completed checklists shall be submitted with the corresponding quarterly testing report during the quarter in which the test(s) were observed. Reports are due January 31, April 30, July 31, and October 31 respectively.

G. **National Transit Database (NTD) Rural Report**. Section 5311 Subrecipients will submit an annual NTD report, as required by 49 U.S.C. Section 5335, due December 15. More information on NTD Reporting can be found in the Global Resources Section of BlackCat.

H. **Drug and Alcohol Management Information System (MIS) Data**. Section 5311 Subrecipients will submit drug and alcohol testing data for the previous calendar year using the Management Information System (MIS) Data Collection Form to the entity designated by the Department before March 1 of each year.

I. **Drug and Alcohol Compliance Review/Report**. Section 5311 Subrecipients will participate in an annual Drug and Alcohol Compliance Review by the Department. Once a final report has been issued, the Subrecipient will begin to implement corrective actions, providing supportive documentation for all deficiencies for all deficiencies and responding to all recommendations cited in the final report. All corrective actions and recommendations should be addressed and closed within 4 months of issuance of the final report.

J. **Technical Assistance and Compliance Review/Report**. Section 5310 and Section 5311/5339 Subrecipients will participate in a Technical Assistance and Compliance Review by the Department. Once a final report has been issued, the Subrecipient will begin to implement corrective actions, providing supportive documentation for all deficiencies and responding to all recommendations cited in the final report. All corrective actions and recommendations should be addressed and closed within 4 months of issuance of the final report.

K. **Transit Asset Management (TAM) Reporting**. Section 5310 and Section 5311 Public Transit Providers may participate in a group TAM Plan sponsored by The Department (49 U.S.C. 625). All TAM plan participants shall sign a TAM Plan Approval Statement and assign an Accountable Executive to be identified in BlackCat. TAM reporting requires participants to maintain updated asset/facility inventories and condition assessments in BlackCat.

The Department may withhold payment of monthly invoices if reports are not submitted in a timely manner, are incorrect and/or incomplete. The Subrecipient's failure to submit reports in a timely manner on the dates specified shall be a material breach of this Agreement and shall be subject to termination as provided in *Section 7. Termination for Cause*.

21. Retention of Records.

The Subrecipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred in the Program for three (3) years after the date of termination or expiration of this Agreement.

22. Access to Records.

The Subrecipient shall grant authorized representatives of the Department, the State, and the federal government access to books, documents, papers, reports, and records of the Subrecipient or its contractors or subcontractors, which are directly pertinent to this Agreement, for the purpose of making audits, examination excerpts, and transcriptions. The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Subrecipient shall reimburse the

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Department for any expenditure for which it received payment or reimbursement, as applicable, which is disallowed by an audit exception by the Department, the State or federal government.

23. Audit.

Pursuant to New Mexico administrative code 2.2.2.8(D), all governmental agencies are required to have their financial affairs thoroughly examined and audited each year by the Office of the State Auditor or independent auditors approved by the Office of the State Auditor. The list of approved auditors can be found here.

The Subrecipient shall ensure that an annual audit of the Program based on the Subrecipient's fiscal year shall be conducted pursuant to 2 CFR Parts 200 and 1201.

24. Audit Exceptions.

If federal or State audit exceptions are made, the Subrecipient shall reimburse all costs incurred by the State and the Department associated with defending against the exceptions, which includes but is not limited to costs of performing a new audit or a follow-up audit, court costs, attorneys' fees, travel costs, penalty assessments.

Immediately upon notification from the Department, the Subrecipient shall reimburse the amount of the audit exception and any other related costs directly to the Department. In the notification, the Department may inform the Subrecipient of the Department's election to withhold an amount equal to the payment owed under this Section from any future distribution owed to Subrecipient under this Agreement.

25. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this 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(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

26. Contracting and Assignment.

The Subrecipient shall not contract or permit to have subcontracted any portion of this Agreement without prior written approval of the Department. No such contracting or subcontracting shall relieve the Subrecipient from its obligations and liabilities under this Agreement, nor shall any contracting or subcontracting obligate payment from the Department.

Except to a successor in kind, the Subrecipient shall not assign or transfer any interest in this Agreement or assign any claim for money due or to become due under this Agreement without the prior written approval of the Department.

Should contract(s), subcontract(s) or an assignment be authorized by the Department, the contractor(s), subcontractor(s) and assignor(s) shall be subject to all provisions of this Agreement. It shall be the Subrecipient's responsibility to duly inform the contractor(s), subcontractor(s) and assignor(s) by means of a contract or other legally binding document stipulating responsibility to this Agreement.

27. Training.

The Subrecipient shall ensure that all drivers described in the Operations Profile are trained in accordance with the Department's Training Standard Operating Procedures. The Subrecipient should refer to the Training Procedures in the Global Resources section of BlackCat. Should the Subrecipient fail to satisfy the terms and conditions as outlined, the Subrecipient may be found to be in breach of contract and subject to the provisions of *Section 7. Termination for Cause*.

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

28. No Federal Government Obligation to Third Parties.

A. The Department and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Department, Subrecipient, or any other party (whether or not a party to the Agreement or any contract or subcontract) pertaining to any matter resulting from the Agreement.

B. The Subrecipient agrees to include the above clause in each contract or subcontract financed in whole or in part with federal assistance provided by FTA. It further agrees that the clause shall not be modified, except to identify the contractor or subcontractor who will be subject to its provisions.

29. Drug and Alcohol Testing.

A. The Subrecipient will implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 655, produce documentation necessary to establish its compliance, permit authorized representatives of the U.S. DOT or the Department to inspect the facilities and records associated with the drug and alcohol testing program, and review the testing process.

B. The Subrecipient will submit for review and approval a copy of its Policy Statement developed to implement its drug and alcohol testing program.

C. The Subrecipient agrees to participate in the Department's consortium.

D. The Subrecipient agrees to develop a drug and alcohol program standard operating procedures desk manual.

E. The Subrecipient will participate in Department-provided training opportunities.

30. Labor Warranty.

The Section 5311 Subrecipient agrees to comply with the terms and conditions of the Special 49 U.S.C. Section 5333(B) Labor Protection Warranty. The Subrecipient will assume all legal and financial responsibility relative to compliance with the terms and conditions of the Warranty.

31. Civil Rights Laws and Regulations Compliance.

The Subrecipient shall comply with all federal, State, and local laws and ordinances applicable to the work called for under this Agreement.

A. **Nondiscrimination**. In accordance with Title VI of the Civil Rights Act, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, disability, or other protected class. The Subrecipient shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue. **T**he Nondiscrimination Assurance is attached as **Assurance 3**.

B. **Equal Employment Opportunity**. The following equal employment opportunity requirements apply to this Agreement:

1. **Race, Color, Religion, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

Opportunity, Department of Labor," 41 C.F.R. Part 60 *et seq*., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including gender identity and sexual orientation). Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.

2. **Age**. In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient shall comply with any implementing requirements FTA may issue.

3. **Disabilities**. In accordance with Section 102 of the Americans with Disabilities Act, 42 U.S.C. Section 12112, the Subrecipient agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.

C. The Subrecipient shall include these requirements in each contract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

D. The Subrecipient also agrees to ensure that these requirements are included in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

32. DBE Policy.

A. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Department's proposed overall goal for FTA participation for the 2025 fiscal year is 21.3%, through race-neutral means.

B. The Subrecipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the performance of the Agreement. The Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the administration of the Program. Failure by the Subrecipient to carry out these requirements is a material breach of the Agreement, which may result in the termination or other such remedy as the Department deems appropriate. Each contract the Subrecipient signs with a contractor shall include the assurance in this paragraph (see 49 CFR 26.13(b)).

C. The Subrecipient agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of U.S. DOT assisted contracts. The Subrecipient will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

D. The Subrecipient is required to pay its contractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the awarded contractor's receipt of payment for that work from the Department.

E. The Subrecipient shall promptly notify the Department, whenever a DBE contractor is terminated or fails to complete its work and shall make good faith efforts to engage another DBE contractor to perform at least the same amount of work. The Subrecipient may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Department.

A subrecipient of FTA funds shall meet applicable DBE requirements when funds are used in whole or in part to finance procurements of and contracts for applicable products and services. A subrecipient with contracting opportunities shall sign and submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients,* which is attached as **Certification 1**.

33. ADA Access.

The Subrecipient shall comply with 49 U.S.C. Section 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for seniors and individuals with disabilities. The Subrecipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973; with 29 U.S.C. Section 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA); 42 U.S.C. Sections 12101 *et seq*., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, 42 U.S.C. Sections 4151 *et seq*., which requires that buildings and public accommodations be accessible to individuals with disabilities.

34. Program Fraud and False or Fraudulent Statements or Related Acts.

A. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. Sections 3801 *et seq*. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this program. The Subrecipient certifies or affirms the truthfulness and accuracy of any statement it makes pertaining to the resultant Agreement or the FTA assisted program for which this work is being performed. The Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the federal government deems appropriate.

B. The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a program that is financed in whole or in part with federal assistance originally awarded by FTA, the federal government reserves the right to impose the penalties of 18 U.S.C. Section 1001 on the Subrecipient to the extent the federal government deems appropriate.

C. The Subrecipient certifies to abide by these clauses and include the clauses in each subcontract financed in whole or in part with Federal Transit Administration funds. The Subrecipient further agrees that these clauses shall not be modified, except to identify the contractor or subcontractor subject to its provisions.

D. All claims for compensation reimbursement and payment of any amounts due pursuant to this Agreement are governed by the Fraud Against Taxpayers Act, NMSA 1978, Sections 44-9-1 through 44-9-14.

35. Lobbying.

A subrecipient receiving $100,000 or more of 49 U.S.C. Section 5311 funds shall file the Lobbying Certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying" with the application. The Subrecipient shall certify that it has not used federal appropriated funds to pay any person or organization for influencing or

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

attempting to influence an officer or employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. Section 1352.

Before awarding a third-party contract exceeding $100,000, the Subrecipient shall obtain a signed Lobbying Certification from the contractor. Each tier below the contractor awarded a subcontract exceeding $100,000 shall also provide a Lobbying Certification. Such disclosures are forwarded from tier to tier up to the Subrecipient.

36. Officials Not to Benefit.

Neither any member of the New Mexico Legislature nor any member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom. The provisions of this clause shall be extended to all public employees, officers, or tribal council members.

37. Clean Water and Air Requirements.

A. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, 33U.S.C. Sections 1251 *et seq*., and the Clean Air Act, 42 U.S.C. Sections 7401 *et seq*. The Subrecipient agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency Regional Office.

B. The Subrecipient agrees to include these requirements in each contract or subcontract exceeding $150,000.00 and financed in whole or in part with federal assistance provided by the FTA.

38. Energy Conservation

The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

39. Debarment and Suspension.

Executive Order No. 12549, "Debarment and Suspension of Participants in Federal Programs," February 18, 1986, 31 U.S.C. Section 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989 31 U.S.C. Section 6101 note, as implemented by 2 C.F.R. Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200 prohibits FTA subrecipients from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. Subrecipients shall include the certification and instruction language contained at 2 C.F.R. Part 1200 in all Invitations for Bids and Requests for Proposals (for inclusion by contractors and subcontractors in their bids or proposals) for all contracts expected to equal or exceed $25,000.00, regardless of the type of contract to be awarded.

The Subrecipient is required to verify that none of the Subrecipient's principals or affiliates are excluded or disqualified as defined, as defined by 2 C.F.R. Part 1200. By signing and submitting this Agreement, the Subrecipient certifies as follows:

> The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder/Subrecipient or proposer/Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder/Subrecipient or proposer/Subrecipient agrees to comply with the requirements of 2 C.F.R. Part 1200 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder/Subrecipient or proposer/Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

40. Notification Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the Subrecipient shall promptly notify the Department so that it can notify the Federal Government. The Subrecipient shall include a similar notification requirement in its third-party agreements and shall require each third-party participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.230 and 1200.230. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

41. Seat Belt Use

The Subrecipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: 90 (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

42. Safe Operation of Motor Vehicles

The Subrecipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(i) Safety. The Subrecipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Subrecipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

(ii) Recipient Size. The Subrecipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) Extension of Provision. The Subrecipient agrees to encourage its contractors to comply with this Special Provision and include this Special Provision in each third-party contract at each tier supported with federal assistance.

43. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Public Law 115-232, section 889, prohibits entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

44. Central Contractor Registration Requirements.

Prior to payment of invoices and receipt of vehicles and equipment, the Subrecipient shall register and maintain current registration in the Central Contractor Registration website, http://www.sam.gov. Registration requires having a Dun and Bradstreet Data Universal Number (DUNS), see http://www.dnb.com. The Department will not provide vehicles, or make payments, until the Subrecipient demonstrates that it is registered with the System for Award Management (SAM) website.

45. Federal Grant Reporting Requirements.

Under the Federal Funding Accountability and Transparency Act, the Department is required to report on projects or activities, which are awarded federal grants of $25,000 or more. This information will be made available to the public on www.USAspending.gov.

The type of information the Department is required to report includes:

- Name of Subrecipient receiving the award,
- Amount of Award,
- Funding Agency,
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants,
- Program source,
- Award title descriptive of the purpose of the funding action,
- Location of the Subrecipient, which includes the Congressional District,
- Place of performance of the program or activity, which includes the Congressional District,
- Unique Entity Identifier of the Subrecipient and its parent organization, if one exists, and
- Total compensation and names of the top five executives of the Subrecipient. This information is required, if the Subrecipient in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds $25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

The Department will extract as much information as possible from the Subrecipient's grant application and standard reports. However, the Subrecipient will be required to provide additional information, which includes the total compensation and names of the Subrecipient's top five executives, if applicable. As specified earlier in Section 42, "Central Contractor Registration Requirements," of this Agreement, the Subrecipient shall register with SAM.gov and provide that information to the Department.

46. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

47. Scope of Agreement.

This Agreement incorporates all of the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreements or understandings of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

48. Applicable Law and Venue; Federal Changes.

The Subrecipient shall comply with all federal, State, and local laws, ordinances, rules, warranties, assurances, and regulations applicable to the performance of this Agreement. This includes all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current year's Master Agreement between the Department and the FTA. The Subrecipient shall make as part of this Agreement between the Department and the Subrecipient the assurances and warranties which were signed as part of the grant award. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

49. Incorporation of FTA Terms.

Provisions of this Agreement include, in part, certain Standard Terms and Conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circulars 4230.1F, and 9040.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current Federal Transit Administration Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration. The Master Agreement can be viewed on the web at https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements.

50. Amendment.

The terms of this Agreement may be altered, modified or amended by an instrument in writing executed by the parties. Specifically excluded from this requirement are revisions to transportation services and fare schedules identified in the Operations Profile. *Section 1. Scope of Program, Paragraphs C and E*, details how such changes are to be approved and documented.

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In witness whereof, each party is signing this Agreement on the date stated below that party's signature. This Agreement becomes effective on the date the last party signed the Agreement.

New Mexico Department of Transportation

DocuSigned by:
Ricky Serna
5910E8A6255842F...

NMDOT Cabinet Secretary or Designate

07/03/25

Date

CITY OF SANTA FE

Alan Webber (Jun 16, 2025 10:20 MDT)

Alan Webber, Mayor

MAYOR

Name/Title (please print)

06/16/2025

Date

Approved as to Form and Legal Sufficiency by the Department's Office of General Counsel.

Signed by:
John Newell
Deputy General Counsel
C750CEC1625D488...

NMDOT Deputy General Counsel

04/04/25

Date

CITY OF SANTA FE ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Apr 22, 2025 16:38 MDT)

City of Santa Fe Assistant Attorney

Apr 22, 2025

Date

CITY OF SANTA FE ATTEST:

ANDREA SALAZAR (Jun 16, 2025 13:52 MDT)

City of Santa Fe City Clerk

06/16/2025

Date

GB MTG 06/11/2025

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

ATTACHMENT A

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

ATTACHMENT A-1

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	**City of Santa Fe**
(ii) Subrecipient's unique entity ID;	**QLN2YKMMJ8X6**
(iii) Federal Award Identification Number (FAIN);	**NM-2024-008**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**4/28/2022**
(v) Subaward Period of Performance Start and End Date;	**10-01-2024 thru 03-31-2026**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	**Capital $451,096.00**
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	**Capital $451,096.00**
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	**Capital $451,096.00**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**FY22 5310 Enhanced Mobility of Seniors and Individuals with Disabilities for FY25 Program Funding Award**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**Federal Transit Administration, New Mexico Department of Transportation** **David Harris - 505 -827-5420, DavidC.Harris@dot.nm.gov** **P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	**20.513**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

ATTACHMENT A-2

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	**City of Santa Fe**
(ii) Subrecipient's unique entity ID;	**QLN2YKMMJ8X6**
(iii) Federal Award Identification Number (FAIN);	**NM-2019-001**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**7/16/2018**
(v) Subaward Period of Performance Start and End Date;	**10-01-2024 thru 03-31-2026**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	**Capital $83,361.84**
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	**Capital $83,361.84**
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	**Capital $83,361.84**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**FY18 5310 Enhanced Mobility of Seniors and Individuals with Disabilities for FY25 Program Funding Award**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**Federal Transit Administration, New Mexico Department of Transportation** **David Harris - 505 -827-5420, DavidC.Harris@dot.nm.gov** **P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	**20.513**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

Docusign Envelope ID: 87E3EA36-D9E1-4F53-8F68-A4F972BB666B

NEW MEXICO DEPARTMENT OF TRANSPORTATION
TRANSIT AND RAIL DIVISION

NONDISCRIMINATION ASSURANCE AGREEMENT
FOR
FEDERAL TRANSIT ADMINISTRATION SUBRECIPIENTS

INTRODUCTION AND INSTRUCTIONS:

Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and Subrecipients are responsible for complying with the requirements contained therein.

On behalf of this Agreement, CITY OF SANTA FE; hereinafter referred to as "**Subrecipient**" assures that:

1. Subrecipient will comply with the following laws, regulations, and requirements so that no person in the
United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) based on race, color, national origin, religion, sex, disability, or age including:

   a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
   b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
   c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (prohibiting discrimination based on race, color, religion, sex, (including gender identity and sexual orientation) or national origin,
   d. Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
   e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq.,f. U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25,
   g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, et seq.,
   h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.,
   i. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
   j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
   k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.

2. Subrecipient will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.

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3. As required by 49 CFR § 21.7:

a. Subrecipient will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:

(1) Subrecipient implements its Award,

(2) Subrecipient undertakes property acquisitions, and

(3) Subrecipient operates all parts of its facilities, as well as its facilities operated in connection with its Award.

b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.

c. Subrecipient will promptly take the necessary actions to carry out this assurance, including the following:

(1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and

(2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.

d. If Subrecipient transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:

(1) While the property is used for the purpose that the federal assistance is extended, or

(2) While the property is used for another purpose involving the provision of similar services or benefits.

e. The United States has a right to seek judicial enforcement of any matter arising under:

(1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,

(2) U.S. DOT regulations, 49 CFR part 21, or

(3) This assurance.

f. Subrecipient will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:

(1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,

(2) U.S. DOT regulations, 49 CFR part 21, and

(3) Federal transit law, 49 U.S.C. § 5332.

g. Subrecipient will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.

h. Subrecipient will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:

(1) Subrecipient,

(2) Transferee,

(3) Third Party Contractor or Subcontractor at any tier,

(4) Successor in Interest,

(5) Lessee, or

(6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).

i. Subrecipient will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:

(1) Subagreement at any tier,

(2) Property transfer agreement,

(3) Third party contract or subcontract at any tier,

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(4) Lease, or
(5) Participation agreement.

j. The assurances you have made on your behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:
(1) Federal assistance is provided for its Award,
(2) Subrecipient property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
(3) Subrecipient retains ownership or possession of its property acquired or improved with federal assistance provided for its Award,
(4) Subrecipient transfers property acquired or improved with federal assistance, for the period during which the real property is used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits, or
(5) FTA may otherwise determine in writing.

4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:

a. Subrecipient will comply with the following prohibitions against discrimination based on disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:
(1) Construct any facility,
(2) Obtain any rolling stock or other equipment,
(3) Undertake studies,
(4) Conduct research, or
(5) Participate in any benefit or obtain any benefit from any FTA administered program.

b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability be:
(1) Excluded from participation,
(2) Denied benefits, or
(3) Otherwise subjected to discrimination.

AFFIRMATION OF APPLICANT

Name of Applicant: City of Santa Fe

Printed Name of Authorized Representative: Alan Webber

Relationship of Authorized Representative: Mayor, City of Santa Fe

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature: Alan Webber (Jun 16, 2025 14:40 MDT) Date: 06/16/2025

Printed Name of Signing Official: Alan Webber

Amanda Otis
State Purchasing Director
Central Purchasing

OKLAHOMA
Office of Management
& Enterprise Services

Date: 02/21/2025

Dear Awarded Supplier,

Oklahoma Statewide Contract SW0797C was awarded with the base agreement period commencing 02/01/2020 and ending 04/30/2025.

The State of Oklahoma is requesting to **extend** the above contract for the period of 90 Days through 07/30/2025.

Please indicate your firm's response to this request and return by email.

☐ Yes, our firm will renew the contract pricing and terms on the above-listed contract.

☐ No, our firm will not renew the contract pricing and terms on the above-listed contract.

Supplier ID: 377141

Company name Creative Bus Sales

Address

City State

ZIP Code

Email broy@creativebussales.com

Brent Roy	02/24/2025	Brent Roy
Name/title	Date	Signature
Brent Roy	18003262877	broy@creativebussales.com
Supplier point of contact	Phone number	Email address

Send response electronically to the email address below of the contracting officer by ASAP

Contracting officer name Asha Parks

Contracting officer phone 405 - 521 - 6674

Contracting officer email address asha.parks@omes.ok.gov

OMES FORM CP 228

www.model1.com
Bus Sales: 888.633.8380 | **Service:** 888.374.8915 | **Parts:** 888.993.5040

01/27/2025
Santa Fe Trails
Attn: Gabrielle Chavez

Dear Ms. Chavez,
Model 1 Commercial Vehicles is pleased to submit a quote to the City of Santa Fe (Santa Fe Trails) for a fleetwide camera system upgrade utilizing CWI Digital Systems. State of Oklahoma contract #SW0797C base and option pricing is as follows:

Bus Camera System for Fixed Route Buses (8 Cameras and DVR)	$5,850.00
• 8 Channel Analog/8 Channel Audio H.264 MDVR/NVR w/passive GPS w/removable HDD/SSD Tray. MOTOTRBO Interface, 8 Sensor in. USB. Inertia Sensor, LED Extender	
• Stainless steel light panic button – Momentary switch	$62.50
• Wireless Router – Cradlepoint IBR600 series	$1,221.95
• Mobilelink LIVE 5-year (requires data account w/wireless cellular provider)	$877.00
• 5% discount due to labor savings from installations at customer's location:	($400.57)
Total Contract price per Fixed Route Bus with all requested options:	**$7,610.88**

Bus Camera System for Paratransit Vehicles (5 Cameras and DVR)	$5,850.00
• Delete 3 cameras for a total of 5	($699.00)
• 8 Channel Analog/8 Channel Audio H.264 MDVR/NVR w/passive GPS w/removable HDD/SSD Tray. MOTOTRBO Interface, 8 Sensor in. USB. Inertia Sensor, LED Extender	
• Stainless steel light panic button – Momentary switch	$62.50
• Wireless Router – Cradlepoint IBR600 series	$1,221.95
• Mobilelink LIVE 5-year (requires data account w/wireless cellular provider)	$877.00
• 5% discount due to labor savings from installations at customer's location:	($365.63)
Total Contract price per Paratransit vehicle with all requested options:	**$6,946.82**

Please let me know if you have any questions regarding this quotation. I look forward to working with you on this project!
Best Regards,

Brent Roy
Regional Sales Representative
Model 1 Commercial Vehicles
682-808-9830
broy@model1.com

Purchasing PACKET_FTA Section5310 Vans cameras RW Rev 2 ELK

Final Audit Report 2025-05-21

Created:	2025-05-21
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxGcbnwcOjrM8DbOcnsQ0QpL3qVHXJvTn

"Purchasing PACKET_FTA Section5310 Vans cameras RW Rev 2 ELK" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-05-21 - 7:12:13 PM GMT- IP address: 63.232.20.2

Document emailed to Gabrielle Chavez (gnchavez@santafenm.gov) for signature
2025-05-21 - 7:13:39 PM GMT

Email viewed by Gabrielle Chavez (gnchavez@santafenm.gov)
2025-05-21 - 7:43:11 PM GMT- IP address: 63.232.20.2

Document e-signed by Gabrielle Chavez (gnchavez@santafenm.gov)
Signature Date: 2025-05-21 - 7:43:38 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2025-05-21 - 7:43:39 PM GMT

Email viewed by rawheeler@santafenm.gov
2025-05-21 - 8:03:25 PM GMT- IP address: 216.207.130.218

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2025-05-21 - 8:03:48 PM GMT- IP address: 216.207.130.218

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2025-05-21 - 8:03:50 PM GMT - Time Source: server- IP address: 216.207.130.218

Agreement completed.
2025-05-21 - 8:03:50 PM GMT

Powered by Adobe Acrobat Sign

Purchasing PACKET_FTA Section5310 Vans cameras RW Rev 2 ELK.u

Final Audit Report 2025-07-15

Created:	2025-07-11
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQa_55Eub5uk3VFEftIxdh_qMQE1bSuzU

"Purchasing PACKET_FTA Section5310 Vans cameras RW Rev 2 ELK.u" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2025-07-11 - 10:04:51 PM GMT- IP address: 63.232.20.2

Document emailed to Eric Candelaria (edcandelaria@santafenm.gov) for signature
2025-07-11 - 10:13:57 PM GMT

Email viewed by Eric Candelaria (edcandelaria@santafenm.gov)
2025-07-11 - 10:18:05 PM GMT- IP address: 174.238.230.147

Document e-signed by Eric Candelaria (edcandelaria@santafenm.gov)
Signature Date: 2025-07-11 - 10:31:59 PM GMT - Time Source: server- IP address: 174.238.230.147

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-07-11 - 10:32:04 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-07-14 - 9:44:46 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-07-14 - 9:50:49 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature
2025-07-14 - 9:50:54 PM GMT

Email viewed by ERIKA LUJAN (evlujan@santafenm.gov)
2025-07-15 - 2:11:20 PM GMT- IP address: 104.47.65.254

Powered by Adobe Acrobat Sign

Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)
Signature Date: 2025-07-15 - 2:11:47 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ralovatosanouvong@santafenm.gov for signature
2025-07-15 - 2:11:52 PM GMT

Email viewed by ralovatosanouvong@santafenm.gov
2025-07-15 - 2:12:11 PM GMT- IP address: 104.47.65.254

Signer ralovatosanouvong@santafenm.gov entered name at signing as Rebecca Lovato-Sanouvong
2025-07-15 - 2:18:49 PM GMT- IP address: 63.232.20.2

Document e-signed by Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov)
Signature Date: 2025-07-15 - 2:18:51 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-07-15 - 2:18:57 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2025-07-15 - 3:22:35 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-07-15 - 8:33:08 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-07-15 - 8:33:08 PM GMT

CITY OF SANTA FE

Date: July 16, 2025

To: Governing Body

From: Sam Burnett, Facilities Division Director JOHN BURNETT (Jul 16, 2025 18:19 MDT)

Via: Regina Wheeler, Public Works Department Director Regina Wheeler (Jul 17, 2025 10:27 MDT)

Subject: Construction of an Apparatus Bay and Training Facility for Fire Station No. 5

Vendor Name: AnchorBuilt, Inc.

Vendor Number: 9672

ACTION:
Request for Approval of a Construction Contract with AnchorBuilt, Inc. in the Total Amount of $2,500,000 Including NMGRT for Design-Build Construction Services of a Fire Apparatus Storage and Training Facility at Fire Station No. 5 with Term Ending June 30, 2026. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov)

CONTRACT NUMBER:
The FY25 Munis Contract Number is 3260038.

BACKGROUND AND SUMMARY:
The Santa Fe Fire Department and the Facilities Management Division are developing a new apparatus storage and training facility to support the Fire Department. The Department's existing facilities for these purposes are outdated and undersized. The new facility will resolve these deficiencies by providing enclosed, weather-protected, secure and centralized storage for fire trucks and other emergency assets as well as classroom and office space to support firefighter training, operations, and administrative functions.

AnchorBuilt, Inc. has been selected as the contractor for this project following a competitive procurement process where multiple vendors with State Price Agreements were asked to provide quotations and project strategies. AnchorBuilt submitted the lowest responsible quote and has committed to an accelerated project schedule. Substantial completion is anticipated by December 2025.

The project will be funded through a combination of one-time appropriations and fire safety impact fees.

ATTACHMENTS:
Construction Contract
Proposal
Statewide Price Agreement
Certificate of Insurance
CPO Determination
Horizons Service List

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:
Fund Name/Number: Facilities CIP/320
Munis Org Name/Number: Facilities CIP/3209980
Munis Object Name/Number: WIP Construction/572970

Budget Officer/Designee: Andy Hopkins Date: 07/22/2025
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
The procurement method is NMSA 1978, Section 13-1-129, Statewide Price Agreement No. 40-00000-23-00034, which expires on December 29, 2025.

Chief Procurement Officer (CPO)/Designee: _____ Date: 07/23/2025
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: _____ Date: _____
JOHN BURNETT (Jul 16, 2025 18:19 MDT)
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: FMD2532008
Approval: Rebecca Lovato-Sanouvong Title: Accounting Manager Date: 07/22/2025
Rebecca Lovato-Sanouvong (Jul 22, 2025 13:22 MDT)
Comment/Exceptions: _____

Item #: _____
Munis Contract #: 3260038
SWPA #: 40-00000-23-00034

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 AnchorBuilt, 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

The Contractor shall perform the following work:

Contractor shall provide Design/Build services to design and construct a new Apparatus Bay and Training Facility located at Fire Station No. 5, 1130 Siler Road, Santa Fe, NM 87507 per the proposal dated June 16, 2025, attached hereto as Exhibit A and made a part thereof, and in accordance with all the provisions of Statewide Price Agreement No. 40-00000-23-00034, expiring December 29, 2025. This Contract includes a 10% contingency for unforeseen events, but Contractor cannot be paid for work not listed on Exhibit A except for work in a Change Order pursuant to Article 15 (Change Orders).

2. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed and not to exceed, **two million five hundred thousand dollars ($2,500,000) including a 10% contingency and gross receipts tax of 8.1875%.** The New Mexico gross receipts tax levied on the amounts payable under this Contract shall be paid by the City to the Contractor.

The total amount payable to the Contractor under this Contract, including a 10% contingency, gross receipts tax, and expenses, shall not exceed **two million five hundred thousand dollars ($2,500,000).** 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.

B. Payment 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 thirty 30) 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, the City's Project Manager or Project Administrator 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 on **June 30, 2026**. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

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.

This Contract is issued against the state or agency Master Agreement, established and maintained by the New Mexico General Services Department, Statewide Price Agreement No. 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. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits**. The insurance requirements under this 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 indemnify, hold harmless, or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the indemnitor or its officers, employees or agents. 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) business 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:

Elizabeth L. Kahahane
Contracts Administrator
City of Santa Fe Public Works
2651 Siringo Road, Building E
PO Box 909
Santa Fe, NM 87504-0909
elkahahane@santafenm.gov
505-795-2439

To the Contractor:

Michael Franco
Project Manager/Estimator
AnchorBuilt, Inc.
PO Box 27688
Albuquerque, NM 87125
mfranco@anchorbuilt.com
505-379-1760

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:

_____
ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:
AnchorBuilt, Inc.

Raymond Zamora
_____
RAY ZAMORA, PRESIDENT/CEO

DATE: 07/14/2025

NMBTIN#: 02-387068-00-0

ATTEST:

_____
ANDREA SALAZAR/CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jul 14, 2025 16:20 MDT)
_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
EMILY OSTER/FINANCE DIRECTOR

AnchorBuilt - Fire Station No. 5

Final Audit Report 2025-07-14

Created:	2025-07-14
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0Nb5pUM85uAIXzRF4q_6xsqRIIy4Z3Lp

"AnchorBuilt - Fire Station No. 5" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2025-07-14 - 9:32:30 PM GMT- IP address: 63.232.20.2

Document emailed to Ray Zamora (ray.zamora@anchorbuilt.com) for signature
2025-07-14 - 9:33:16 PM GMT

Email viewed by Ray Zamora (ray.zamora@anchorbuilt.com)
2025-07-14 - 9:46:14 PM GMT- IP address: 104.28.50.164

Document e-signed by Ray Zamora (ray.zamora@anchorbuilt.com)
Signature Date: 2025-07-14 - 10:19:59 PM GMT - Time Source: server- IP address: 172.58.123.44

Document emailed to klnault@santafenm.gov for signature
2025-07-14 - 10:20:00 PM GMT

Email viewed by klnault@santafenm.gov
2025-07-14 - 10:20:16 PM GMT- IP address: 63.232.20.2

Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2025-07-14 - 10:20:53 PM GMT- IP address: 63.232.20.2

Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2025-07-14 - 10:20:55 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-07-14 - 10:20:55 PM GMT

Powered by Adobe Acrobat Sign

ANCHORBUILT INC.
Construction from the Ground Up

PO Box 27688
304 Indiana SE
Albuquerque, NM 87125
505 342-2452
Fax 505 268-2612
NM License No. 81458

June 16, 2025

Exhibit A

City of Santa Fe Facilities
2651 Siringo Rs E
Santa Fe, NM 87505
Attn: Elizabeth Kahahane

Subject: Design-Build Construction Services for Fire Sation #5 Apparatus Bay and Training Facility

Re: Scope of Work and Quotation

Elizabeth,

AnchorBuilt is pleased to offer the following price proposal for the design-build services for a new apparatus bay and training facility building for Fire Station #5 located at 1042-1072 Siler Rd, Santa Fe, NM 87507. The following items are included:

- Architectural/Design Services
  - Architectural, Civil, Mechanical, Plumbing, Electrical, Structural Design Services
  - Conceptual Design
  - Schematic Design – 30% Design
  - Design Development – 60% Design
  - Construction Documentation – 100% Design
  - Construction Administration
- General Conditions
  - Project Management and Supervision
  - Permits
  - Temporary Facilities – Toilets, Storage, Office
  - Building Survey – Layout
  - Final Cleaning and Dumpsters
  - Bond and NMGRT at 8.1875%
- Site Work
  - Demolition of existing concrete slabs at new building area
  - Rough grading to accommodate positive drainage away from building
  - Over excavation and backfill Apparatus Bays and Training Room shell.
  - Utilities
    - Gas Service – Base Bid
    - Water Service – Stub out of building only.
    - Sewer Service – Stub out of building only.
- Concrete

    - Apparatus Bay SOG – 6” thick
    - Training Facility Building SOG – 4” thick
    - 2’-0” x 1’-0” Turndown edge
- Metals
    - Anchor bolts
- Thermal and Moisture
    - Rigid insulation at foundation
    - Kraft faced wall and roof insulation to PEMB structure to meet current code
- Openings
    - Doors, Frames and Hardware
    - Overhead Doors
    - Windows
- Finishes
    - Drywall and Framing – Demising wall only
- Special Construction
    - Pre-engineered Metal Building (PEMB)
- Mechanical
    - Exhaust fans at building eaves
    - Unit gas heaters
- Plumbing
    - Natural Gas Piping – To unit heaters only
    - Water Piping – Underground rough-in only at Training Area
    - Sewer Piping – Underground rough-in only at Training Area
- Electrical
    - Electrical Service
    - Electrical gear for service
    - Lighting – At Apparatus Bays only
    - Power for overhead doors
    - Receptacles/power per code – At Apparatus Bays only
    - Exterior lighting
    - Power for exhaust fans and heaters
    - Emergency lighting – At Apparatus Bays only

The cost for the above mentioned items is $1,815,800.00. The total not to exceed cost is $2,500,000.00.

This price proposal excludes the following items:

- Afterhours work
- Materials Testing and Special Inspections
- Utility Expansion Fee’s
- City of Santa Fe Impact Fee’s
- Fire Sprinklers
- Cooling at Apparatus Bay
- Trench Drains at Apparatus Bay
- Fire Engine Exhaust Extraction System
- Appliances
- Furnishings
- Low Voltage Rough-In Only

- Mezzanine
- $250,000 Contingency is not included in pricing above

We appreciate the opportunity to provide this price proposal and if you have any questions please feel free to contact me at any time.

Thank you,



Michael Franco
Estimator
AnchorBuilt, Inc.
Ph. (505) 342-2452
Fx. (505) 268-2612
Cell (505) 274-9626
Email - mfranco@anchorbuilt.com

Docusign Envelope ID: F7054613-D4F6-4F51-88B2-8AAEDECCAACE

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
51 Vendors

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

Invoice:
As Requested at Time of Order

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

Amendment No.: **Two**

Term: **December 29, 2023 – December 28, 2025**

Procurement Specialist: **Yvette Anaya** ya

Telephone No.: **(505) 500-9737**

Email: **Yvette.anaya@gsd.nm.gov**

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-D4F6-4F51-88B2-8AAEDECCAACE
Status: Completed
Subject: Please DocuSign: SPD SPA 40-00000-23-00034 A002
Source Envelope:
Document Pages: 2
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Yvette Anaya
1100 S Saint Francis Dr
Santa Fe, NM 87502
yvette.anaya@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
12/26/2024 9:17:13 AM
Holder: Yvette Anaya
yvette.anaya@gsd.nm.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: General Services Department
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) **Electronic Record and Signature Disclosure:** Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 12/26/2024 9:18:36 AM Viewed: 12/26/2024 9:22:41 AM Signed: 12/26/2024 9:22:54 AM
Yvette Anaya yvette.anaya@gsd.nm.gov Executive Procurement Officer New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 12/26/2024 9:22:55 AM Viewed: 12/26/2024 9:23:48 AM Signed: 12/26/2024 9:23:53 AM
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) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	 Signature Adoption: Pre-selected Style Using IP Address: 98.60.107.202 Signed using mobile	Sent: 12/26/2024 9:23:54 AM Resent: 12/26/2024 12:27:24 PM Resent: 12/26/2024 1:29:33 PM Viewed: 12/26/2024 2:08:42 PM Signed: 12/26/2024 2:08:49 PM

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.SPDinfo@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.SPDinfo@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.SPDinfo@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.SPDinfo@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.

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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.

Invoice:
As Requested at Time of Order

Procurement Specialist: **Tami Concha** JC

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

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

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

DocuSign

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

Envelope Originator:
Tami Concha
1100 S Saint Francis Dr
Santa Fe, NM 87502
Tami.Concha@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
3/27/2024 1:49:34 PM
Holder: Tami Concha
Tami.Concha@gsd.nm.gov
Location: DocuSign

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 **Electronic Record and Signature Disclosure:** Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/27/2024 1:51:09 PM Viewed: 3/27/2024 1:51:34 PM Signed: 3/27/2024 1:51:46 PM
Tami Concha tami.concha@gsd.nm.gov Const. Supervisor New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/27/2024 1:51:47 PM Viewed: 3/27/2024 1:52:02 PM Signed: 3/27/2024 1:52:07 PM
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) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 3/27/2024 1:52:08 PM Viewed: 3/27/2024 1:54:18 PM Signed: 3/27/2024 1:54:22 PM

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	3/27/2024 1:51:09 PM
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

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.SPDinfo@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.SPDinfo@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.SPDinfo@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.SPDinfo@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.

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State of New Mexico
General Services Department

Statewide Price Agreement

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

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

Invoice:
As Requested at Time of Order

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

Payment Terms: **Net 30**

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

Delivery: **As Requested**

JC

Procurement Specialist: **Tami Concha**

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

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

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

Natalie Martinez

Date: 12/29/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

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

MS

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

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.3bbuilders@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
meschach@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
Espanola, 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.

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

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.

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

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.

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

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.

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

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.

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

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*****

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 1 - Continued		
				$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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 2 - Continued		
				$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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 3 - Continued		
				$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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 4 - Continued		
				$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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 5 - Continued		
				$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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 5 - Continued		
				$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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 6 - Continued		
				$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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 7 - Continued		
				$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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 8 - Continued		
				$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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 9 - Continued		
				$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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 9 - Continued		
				$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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 10 - Continued		
				$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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 11 - Continued		
				$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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 12 - Continued		
				$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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 13 - Continued		
				$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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 14 - Continued		
				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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 14 - Continued		
				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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 15 - Continued		
				$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)

DocuSign Envelope ID: 9C0D0BCE-1F94-4323-9C4D-6BA4D233D2D9

Item	Approx. Qty.	UOM	Article and Description	Unit Price	Awarded Vendor
			Item 16 - Continued		
				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*****

DocuSign

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

Envelope Originator:
Tami Concha
1100 S Saint Francis Dr
Santa Fe, NM 87502
Tami.Concha@gsd.nm.gov
IP Address: 164.64.63.2

Record Tracking

Status: Original
12/29/2023 1:05:04 PM
Holder: Tami Concha
Tami.Concha@gsd.nm.gov
Location: DocuSign

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)	MS Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 12/29/2023 1:13:14 PM Viewed: 12/29/2023 1:13:44 PM Signed: 12/29/2023 1:13:50 PM
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)	JC Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 12/29/2023 1:13:54 PM Viewed: 12/29/2023 1:14:14 PM Signed: 12/29/2023 1:14:21 PM
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)	Natalie Martinez Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 12/29/2023 1:14:25 PM Viewed: 12/29/2023 1:23:23 PM Signed: 12/29/2023 1:27:07 PM
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

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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

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.SPDinfo@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.SPDinfo@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.SPDinfo@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.SPDinfo@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.

Client#: 1144006 ANCHOINC1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/07/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Bridget Brakeall
USI Insurance Services, LLC 4100 Osuna Road NE Suite 2-203 Albuquerque, NM 87109	PHONE (A/C, No, Ext): 602.374.1331 FAX (A/C, No): E-MAIL ADDRESS: bridget.brakeall@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Builders Trust of New Mexico	99999
INSURER C : Valley Forge Insurance Company	20508
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AnchorBuilt, Inc.
P.O. Box 27688
Albuquerque, NM 87125-7688

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	6080684959	03/10/2025	03/10/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$15,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY	X	X	6080684962	03/10/2025	03/10/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			6080684976	03/10/2025	03/10/2026	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	WC1000003908	03/10/2025	03/10/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N / A					E.L. EACH ACCIDENT	$2,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$2,000,000
A	Stored Material			6080684959	03/10/2025	03/10/2026	*See Desc Of Ops	
C	HAPD			6080684962	03/10/2025	03/10/2026	*See Desc Of Ops	
A	Leased/Rented Eq			6080684959	03/10/2025	03/10/2026	*See Desc Of Ops	

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

Insurer A - Stored Material - Limit $750,000; Deductible $2,5000 - Temp Storage - Limit $300,000
Insurer C- HAPD - Limit $75,000 - Compensation Deductible $500; Collison Deductible $1,000
Insurer A - Leased and Rented Equipment - Limit $500,000; Deductible $1,0000

The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement
(See Attached Descriptions)

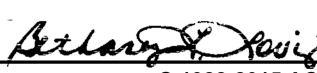
CERTIFICATE HOLDER

City of Santa Fe
2651 Siringo Road, Building E
Santa Fe, NM 87505-0000

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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From: DUTTON-LEYDA, TRAVIS K.
To: KAHAHANE, ELIZABETH L.; Purchasing DET
Subject: RE: Determination Request – New Storage and Training Building for FS#5
Date: Tuesday, June 24, 2025 9:24:57 AM
Attachments: image002.png
image004.png

Greetings,
Based on the information provided, the scope of work is classified as **Construction**. This determination is made solely for the purpose of addressing the classification question and does not constitute a comprehensive review of the scope or the procurement method's compliance with all applicable legal or regulatory requirements.
This determination is subject to change if the scope of work is modified from the original submission.
The procurement process must comply with all applicable requirements, including but not limited to:

- The City of Santa Fe's Procurement Manual
- Central Purchasing procedures
- Applicable state statutes
- Requirements of the New Mexico Department of Workforce Solutions, if applicable

Please note:

- Save this email as a PDF and upload it into the corresponding Munis record(s).
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.

-Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
-IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
-Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
-Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
- Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov_
-Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: klmorgan@santafenm.gov
-Asset over $5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov

- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- When processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per

NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.

- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**
  It's essential to determine the funding source early, as it impacts the required documentation and contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.
- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
  - Pavilion: Free Cooperative Contract Search for Governments (please work with Purchasing if you think you found an existing or cooperative contract that might work)
- Submit via **Submit Purchase Requests** or the appropriate email address:
  - Determination requests to purchasing_det@santafenm.gov
  - All other requests to purchasing@santafenm.gov

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

Book time to meet with me

Regards,
Travis Dutton-Leyda, City of Santa Fe Chief Procurement Officer
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

Vendor Registration Sites and Current Procurement Opportunities:
[Current] https://santafenm.gov/finance-2/purchasing-1
[Transitioning] https://procurement.opengov.com/portal/santafenm
[Current] https://www.withpavilion.com/
Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

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From: KAHAHANE, ELIZABETH L. <elkahahane@santafenm.gov>
Sent: Wednesday, June 18, 2025 1:11 PM
To: Purchasing DET <purchasing_det@santafenm.gov>

Subject: Determination Request – New Storage and Training Building for FS#5

Aloha,

Facilities Division is requesting a SOW determination for the following:

- Construct a fire Apparatus Bay and Training Facility building (84'x145' or as large as feasible) to house up to 8 ladder trucks with additional area for classroom, decon, kitchen, offices that will be located at Fire Station #5, 1130 Siler Road, Santa Fe, NM 87507

Please let me know if additional information is required.
Thank you!

Best,
Elizabeth "Lisa" Kahahane, CPO
Contract Administrator | Facilities Division | Public Works Dept.
Email: elkahahane@santafenm.gov
M: (505) 795-2439
O: (505) 955-5934

CITY OF SANTA FE
FACILITIES

This e-mail and any attachments may contain confidential information and/or information protected by intellectual property rights for the exclusive attention of the intended addressees. If you have received this transmission in error, please immediately notify the sender by return e-mail and delete this message and its attachments. Unauthorized use, copying or further full or partial distribution of this e-mail or its contents is prohibited.

Services Offered to the City of Santa Fe (2025)

Approved:
These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

Permissive:
The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: http://horizonsofnewmexico.org/services.html

GB Packet_AnchorBuilt_FS5_Storage Bldg_ $2.5m

Final Audit Report 2025-07-17

Created:	2025-07-16
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhYCNhOiDXKdZqv1M4OxtKkBd9D_gi02V

"GB Packet_AnchorBuilt_FS5_Storage Bldg_$2.5m" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-07-16 - 11:21:13 PM GMT- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-07-16 - 11:23:30 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2025-07-17 - 0:18:53 AM GMT- IP address: 73.228.3.65

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2025-07-17 - 0:19:18 AM GMT - Time Source: server- IP address: 73.228.3.65

Document emailed to rawheeler@santafenm.gov for signature
2025-07-17 - 0:19:21 AM GMT

Email viewed by rawheeler@santafenm.gov
2025-07-17 - 4:27:01 PM GMT- IP address: 63.232.20.2

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2025-07-17 - 4:27:15 PM GMT- IP address: 63.232.20.2

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2025-07-17 - 4:27:17 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
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CITY OF SANTA FE

Date: July 23, 2025

To: Finance Committee and Governing Body

Via: Mark Scott, City Manager for
Elisa Montoya, Community Development Director

From: Heather Lamboy, Planning and Land Use Department Director

Subject: Request to Establish a City of Santa Fe General Services Contract With Vertosoft, LLC to Obtain and Implement the OpenGov Permitting, Licensing & Code Enforcement Software and Related Modules (Heather Lamboy, Planning and Land Use Director, hllamboy@santafenm.gov)

Vendor Name: Vertosoft, LLC, Subcontractor: OpenGov

Vendor Number: 10788

ACTION:
Request for Approval of General Service Contract with Vertosoft, LLC for the Purchase of OpenGov and Implementation Services in the total amount not to exceed $763,362.83, plus out-of-state GRT, for a Five-Year Term. (Heather Lamboy, Planning and Land Use Director, hllamboy@santafenm.gov)

BACKGROUND AND SUMMARY:

The City of Santa Fe intends to procure OpenGov Permitting, Licensing & Code Enforcement software and related modules via an existing OMNIA Partners Cooperative Master Agreement (No. 01-165) with Vertosoft, LLC. This software will be a valuable tool for City staff to streamline permitting processes, enhance customer service, and improve overall operational efficiency.

In May of 2017, the City implemented the Tyler EnerGov system in an effort to modernize permitting and licensing functions. However, EnerGov has consistently proven unreliable, difficult to configure, and heavily dependent on costly modifications to meet even basic business needs. Despite significant time and effort invested by City staff and ITT, EnerGov remains problematic.

These issues are not unique to Santa Fe. Government entities across the country—including San Diego County, CA; the City of Dallas, TX; the City of Raleigh, NC; Clark County, NV; and Prince William County, VA—have publicly reported similar frustrations with EnerGov. Commonly cited issues include:

Extensive Customization Needs: EnerGov is marketed as highly configurable, but many jurisdictions find that achieving basic operational needs requires expensive, time-consuming custom development.

High Ongoing Costs: Even after implementation, governments frequently face substantial ongoing expenses for outside consultants, app developers, and Tyler's own services to maintain or modify the system.

Frequent System Errors and Instability: Users report system glitches, slow performance, and frequent disruptions to core permitting workflows such as inspections, reviews, and approvals.

Upgrade Risks: Updates and patches often break prior customizations, making routine maintenance risky and costly.

Poor User Experience: The platform is unintuitive for both staff and applicants, increasing error rates and extending processing times.

Delayed and Inconsistent Support: Agencies report slow response times for technical support, with urgent issues sometimes taking days or weeks to resolve.

Inflexibility Post-Go-Live: Even small changes to workflows, fees, or forms typically require opening new change orders or waiting on Tyler's development teams.

Given these challenges, continuing with EnerGov would mean prolonged troubleshooting, high ongoing costs, and delayed improvements for the City's permitting operations. It would also restrict the City's ability to quickly adapt to new permitting needs or regulatory changes.

As part of its efforts to identify a better permitting solution, the City evaluated multiple software platforms. After extensive market research, product demonstrations, and reference checks with other government agencies, OpenGov emerged as the best-in-class solution. OpenGov offers a proven, modern, cloud-based platform that meets the City’s needs today—and is flexible enough to adapt to future demands.

OpenGov’s Permitting platform has been successfully implemented by hundreds of government entities and offers mobile access, a user-friendly interface, faster deployment, and built-in best practices—without requiring heavy customization. Additionally, OpenGov provides direct applicant support at no extra cost, reducing the burden on City staff.

The software will support key permitting functions, including application intake, plan review, inspections, fee collection, code enforcement, licensing, and reporting. It will enable the City to streamline workflows, reduce processing times, improve applicant communication, and strengthen transparency. OpenGov also offers significantly faster and more accessible customer support compared to Tyler, with users having immediate access to assistance when needed—dramatically reducing downtime and minimizing disruptions to work.

The contract will be for a five-year term, with a total contract amount not to exceed $800,576.77, which includes $763,362.83 in compensation and $37,213.94 in out-of-state GRT at a rate of 4.875%. The expected cost in the first year is $330,564.52, of which approximately $129,496.78 will be one-time implementation costs. The remaining amount will cover the annual software subscription.

PROCUREMENT METHOD:
NMSA 1978, Section 13-1-135 – Cooperative Purchase - The procurement method is the OMNIA Partners contract 01-165.

Chief Procurement Officer Approval: _____ **Date:** 07/23/2025

Supporting Information:

CONTRACT NUMBER:
The FY26 Munis contract number: TBD

$$$$$ SOURCE/REVENUE: ☒**Expense** ☐**Revenue**

The funding source is: **IT Services to Other Departments**
Munis Org/Object: xx1004501/563100xx 3253950.510310 ITT ERP/SVC CNTR

Approval: Andy Hopkins **Title: Budget Officer** **Date**: 07/24/2025
Comment & Exceptions:

Grant Award Number: **N/A**
Project Ledger #: N/A

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):
☐**Yes** | ☒ **No**

Repair or Replacement of Existing Equipment:
☐**Yes** | ☒ **No**

Capital Project:
☐ **Yes** | ☒ **No**

Department Approvals:
IT Components: ☒ **Yes** | ☐ **No**

Approval: **Title: City CIO** **Date**: 07/23/2025
Comment & Exceptions:

Department Contract Administrators Contact Info:
Heather Lamboy, Planning and Land Use Director, hllamboy@santafenm.gov
Margaret Moore, Planner Manager, mrmoore@santafenm.gov

ATTACHMENTS:
Certificate of Liability Insurance
General Services Contract
Statement of Work
Horizons Declination
Price Exhibit
CPO Determination
OMNIA Master Agreement
ITT Approval Form

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/28/2025

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 Preferred Ins. Services, Inc 4100 Monument Corner Dr., Suite 400 Fairfax VA 22030	**CONTACT NAME:** Certificate Department **PHONE (A/C, No, Ext):** 703-667-5940 **FAX (A/C, No):** 703-991-4838 **E-MAIL ADDRESS:** certs@preferins.com
INSURED VERTLLC-01 Vertosoft LLC 1602 VILLAGE MARKET BLVD SE STE 320 Leesburg VA 20175	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Valley Forge Insurance 20508 **INSURER B :** Continental Casualty Company 20443 **INSURER C :** Continental Insurance Company 35289 **INSURER D :** Arch Specialty Insurance Company 21199 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 838707780 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	7013025936	12/1/2024	12/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	7013025936	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	7013027489	12/1/2024	12/1/2025	EACH OCCURRENCE AGGREGATE 	$ 6,000,000 $ 6,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	7013027475	12/1/2024	12/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Tech E&O/Cyber/Media Liability			C-4LRC-103259-CYBER-2025	2/15/2025	12/1/2025	Each Claim/Aggregate	5,000,000

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

Re: City of Santa Fe is Additional Insured with respect to General Liability, which includes on-going and completed operations, and Automobile Liability, regarding all work performed by the named insured. Primary and non-contributory wording applies to General Liability as required by written contract. Auto Insurance is primary (except for non-owned autos). Waiver of Subrogation in favor of Additional Insureds applies to General Liability, Automobile Liability, and Workers' Compensation. Umbrella Liability follows form.

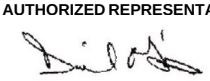
CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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7013025936



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY- OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

The following is added to Paragraph **H. Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.

COMMERCIAL UMBRELLA PLUS COVERAGE PART

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured identified under **SECTION II** – **WHO IS AN INSURED** of this policy.

The word "insured" means any person or organization qualifying as such under **SECTION II** – **WHO IS AN INSURED.**

The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V** – **DEFINITIONS.**

SECTION I – COVERAGES

1. Insuring Agreement

We will pay on behalf of the insured those sums in excess of "scheduled underlying insurance," "unscheduled underlying insurance" or the "retained limit" that the insured becomes legally obligated to pay as "ultimate net loss" because of "bodily injury," "property damage" or "personal and advertising injury" to which this insurance applies.

a. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "incident" anywhere in the world;

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) With respect to "bodily injury" or "property damage" that continues, changes or resumes so as to occur during more than one policy period, both of the following conditions are met:

(i) Prior to the policy period, no "authorized insured" knew that the "bodily injury" or "property damage" had occurred, in whole or in part; and

(ii) During the policy period, an "authorized insured" first knew that the "bodily injury" or "property damage" had occurred, in whole or in part.

For purposes of this Paragraph **(1) a.(3)** only, if **(a)** "bodily injury" or "property damage" that occurs during this policy period does not continue, change or resume after the termination of this policy period; and **(b)** no "authorized insured" first knows of this "bodily injury" or "property damage" until after the termination of this policy period, then such first knowledge will be deemed to be during this policy period.

b. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any "authorized insured" includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "authorized insured":

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand, claim or "suit" for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. This insurance applies to "personal and advertising injury" caused by an "incident" committed anywhere in the world during the policy period.

If we are prevented by law, statute or otherwise from paying on behalf of the insured, then we will indemnify the insured for those sums that the insured is legally obligated to pay as "ultimate net loss" because of "bodily injury," "property damage" or "personal and advertising injury" to which this insurance applies.

2. Exclusions

This Insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property. This exclusion does not apply to Employers Liability claims for "bodily injury" covered by "scheduled underlying insurance."

b. Contractual Liability

"Bodily injury," "property damage" or "personal and advertising injury" for which the insured is obligated to pay damages by reason of the

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assumption of liability in a contract or agreement. This exclusion does not apply to liability for "ultimate net loss":

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

c. "Personal and advertising injury" Exclusions

"Personal and advertising injury":

(1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";

(2) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

(4) Arising out of a criminal act committed by or at the direction of the insured;

(5) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";

(6) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(7) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";

(8) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights;

However, this exclusion does not apply to infringement, in your "advertisement," of copyright, trade dress or slogan;

(9) Committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of websites for others; or

(c) An Internet search, access, content or service provider;

However, this exclusion does not apply to paragraphs **10. a., b.** and **c.** of "personal and advertising injury" under **SECTION V – DEFINITIONS**;

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

(10) Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control; or

(11) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

d. Workers' Compensation and Similar Laws

Any obligation of the insured under a:

(1) Workers' compensation;

(2) Disability benefits; or

(3) Unemployment compensation

law or any similar law.

e. Employers Liability

"Bodily injury" to:

(1) An employee of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that employee as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply:

(1) To liability assumed by the insured under an "insured contract"; or

(2) Only to the extent that coverage is provided by "scheduled underlying insurance."

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:

(i) If the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or

(ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

(e) That are, or that are contained in property that is:

(i) Being transported or towed by, or handled for movement into, onto or from a covered "automobile";

(ii) Otherwise in the course of transit;

(iii) Being stored, disposed of, treated or processed in or upon the covered "automobile";

(f) Before the "pollutants" or property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto the covered "automobile"; or

(g) After the "pollutants" or property in which the "pollutants" are contained are moved from the covered "automobile" to the place where they are finally:

(i) Delivered;

(ii) Disposed of; or

(iii) Abandoned

by the insured.

Subparagraphs **(a)** and **(d)(i)** do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

Subparagraph **(d)(i)** does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants, or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

Subparagraph **(e)(iii)** does not apply to fuels, lubricants, fluids, exhaust, gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "automobile" or its parts if the "pollutants" escape or are discharged, dispersed or released directly from an "automobile" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants."

Subparagraphs **(f)** and **(g)** do not apply if the "pollutants" or property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "automobile" and the discharge, dispersal, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

(2) "Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

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(3) Any loss, cost or expense arising out of any:

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

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

g. Watercraft

"Bodily injury" or "property damage" arising out of the:

(1) Ownership;

(2) Maintenance;

(3) Use; or

(4) Entrustment to others

of a "watercraft" owned or operated by or rented or loaned to an insured. Use includes operation or "loading or unloading."

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the "incident" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

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

(2) A "watercraft" you do not own that is:

(a) Less than 55 feet long; and

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

(3) Liability assumed under an "insured contract" for the ownership, maintenance or use of "watercraft."

h. Aircraft

The ownership, maintenance, operation, use, entrustment to others or "loading or unloading" of any "aircraft":

(1) Owned by an insured; or

(2) Chartered without crew by an insured or on an insured's behalf.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the "incident" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "aircraft" that is owned or operated by or rented or loaned to any insured.

i. War

Any liability arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage to Property

"Property damage" to:

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

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

(3) Property loaned to you;

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

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

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

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

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

k. Damage to your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage to you Work

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

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

m. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. E.R.I.S.A.

Liability for alleged or actual violations of the Employees Retirement Income Security Act of 1974 or any amendments or additions thereto.

p. Directors and Officers

Liability for a wrongful act, error, omission or breach of duty by an insured in the performance of the office of director or officer of an organization.

q. Uninsured/Underinsured Motorist and Similar Laws

Liability imposed on the insured under an uninsured/underinsured motorist law, a personal injury protection law, a reparations benefit law or other similar law.

r. Electronic Data

Any liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data."

s. Nonemployment Related Discrimination

To any alleged or actual nonemployment related discrimination committed intentionally against a person.

t. Asbestos

(1) "Bodily Injury," "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened exposure at any time to "asbestos"; or

(2) Any loss, cost or expense that may be awarded or incurred:

(a) By reason of a claim or "suit" for any such injury or damage; or

(b) In complying with a governmental direction or request to test for, monitor, clean up, remove, contain or dispose of "asbestos."

u. Fungi and Microbes

(1) "Bodily injury," "property damage" or "personal and advertising injury," which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi or microbes"; or

(2) Any loss, cost, or expense arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of "fungi or microbes" by any insured or by anyone else.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage, loss, cost or expense.

v. Silica

(1) "Bodily injury" arising in whole or in part out of the actual, alleged or threatened respiration or ingestion at any time of "silica;" or

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(2) "Personal and advertising injury" or "property damage" arising in whole or in part out of the actual, alleged or threatened presence of "silica."

w. Named Insured vs. Named Insured

Any liability arising out of claims or "suits" by a named insured against another named insured.

x. Employment Related Practices

Any liability arising out of:

(1) A refusal to employ;

(2) Termination of employment;

(3) Demotion, evaluation, reassignment, discipline;

(4) Coercion, defamation, discrimination, harassment or humiliation; or

any other employment related practices, policies, acts or omissions.

y. Terrorism Limitation

"Bodily injury" or "property damage" arising out of any act of terrorism, unless, and then only to the extent that coverage is provided by "scheduled underlying insurance."

z. Liquor Liability Limitation

"Bodily injury" or "property damage" for which an insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages;

unless, and then only to the extent that coverage is provided by "scheduled underlying insurance."

aa. Auto and Mobile Equipment Limitation

Any liability arising out of the:

(1) Ownership;

(2) Maintenance;

(3) Use; or

(4) Entrustment to others

of an "automobile" or "mobile equipment" owned or operated by or rented or loaned to an insured unless, and then only to the extent that coverage is provided by "scheduled underlying insurance."

To the extent that this insurance applies to an "automobile" or "mobile equipment" it is further subject to the pollution exclusion, exclusion **f.** of this policy.

Use includes operation or "loading or unloading."

bb. Do Not Call

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or the CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

SECTION II – WHO IS AN INSURED

1. Named Insured means any individual or organization stated in the Declarations of this policy and if you are designated in the Declarations of this policy as:

a. An individual, you and your spouse, but only with respect to the conduct of a business of which you are the sole owner.

If you are designated in the Declarations of this policy as an individual, this policy shall not apply to liability arising out of your domestic or non-business activities. This does not apply to the ownership, maintenance, use or "loading or unloading" of any "automobile," or to the Personal Umbrella Liability Coverage Part.

b. A partnership or joint venture, you and your members, your partners, and their spouses, but only with respect to the conduct of your business.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

c. An organization other than a partnership or joint venture, you and your executive officers and directors, but only with respect to their duties as your officers or directors. Your stockholders are also named insureds, but only with respect to their liability as stockholders.

d. A limited liability company, you and your members, but only with respect to the conduct of your business. Your managers are also named insureds but only with respect to their duties as your managers.

No person or organization is an insured with respect to the conduct of any current or past limited liability company that is not shown as a Named Insured in the Declarations.

e. A corporation or organization, other than partnerships, joint ventures or limited liability companies, that you form, acquire or gain control of during the policy period, but only with respect to "bodily injury," "property damage" or "personal and advertising injury" taking place after you form, acquire or gain control of such corporation or organization.

2. Insured means the Named Insured and:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your employees, other than your executive officers and directors (if you are an organization other than a partnership, joint venture or limited liability company) or your members (if you are a limited liability company) but only for acts within the scope of their employment by you or while performing duties related to the conduct or your business. However, none of these employees or "volunteer workers" is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you; to your partners or members (if you are a partnership or joint venture) to your members (if you are a limited liability company) or to a co-employee while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-employee or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a) or (b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control or, or over which physical control is being exercised for any purpose by you, any of your employees, "volunteer workers" any partner or member (if you are a partnership or joint venture) or any member (if you are a limited liability company).

b. A person or organization for whom you are required, by virtue of a written contract entered into prior to the "bodily injury," "property damage" or "personal and advertising injury" occurring or being committed, to provide the insurance that is afforded by this policy. This insurance applies only with respect to operations by you or on your behalf or to facilities you own or use, but only to the extent of the limits of insurance required by such contract, not to exceed the limits of insurance in this policy.

c. Any other persons or organizations included as an insured under the provisions of the "scheduled underlying insurance" shown in the Declarations of this policy and then only for the same coverage, except for limits of insurance, afforded under such "scheduled underlying insurance."

However, If a blanket additional insured endorsement is attached to the general liability "scheduled underlying insurance" pursuant to a written or oral contract or agreement between you and another person or organization (called additional insured), this insurance is excess over such insurance provided to the additional insured subject to the following conditions:

(1) If the limits specified in the written contract or agreement are less than the limits provided by the "scheduled underlying insurance," then no coverage is provided to the additional insured under this policy.

(2) If the limits specified in the written contract or agreement are greater than the limits provided by the "scheduled underlying insurance," then this insurance is excess over the insurance provided by the "scheduled underlying insurance." The limits of insurance for the additional insured are the lesser of:

(i) The limits specified in the written contract; or

(ii) The limits of the "scheduled underlying insurance" plus the limits of this policy.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought;

c. Persons or organizations making claims or bringing "suits."

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d. "Automobiles," "aircraft" or "watercraft" to which this policy applies; or

e. Coverages under which loss is insured in this policy.

2. The limit of insurance shown in the Declarations as the Aggregate Limit is the most we will pay for the sum of all "ultimate net loss," to which this insurance applies and applies separately to all "ultimate net loss":

a. Included in the "products-completed operations hazard";

b. To which, and in the same manner, an aggregate limit applies under "scheduled underlying insurance" other than "ultimate net loss" included in the "products-competed operations hazard"; and

c. To which no "scheduled underlying insurance" applies.

The Aggregate Limit does not apply to "ultimate net loss" for which no aggregate limit applies in the "scheduled underlying insurance."

3. Subject to **2.** above, the limit of insurance shown in the Declarations as the Each Incident limit is the most we will pay for the sum of all "ultimate net loss" to which this insurance applies arising arising out of any one "incident."

4. In the event of reduction or exhaustion of the aggregate limits of insurance under "scheduled underlying insurance" solely by reason of payments of a combination of covered:

a. Expenses;

b. Settlements; or

c. Judgments

paid thereunder as a result of "bodily injury," property damage" or "personal and advertising injury" taking place during this policy period, this policy shall, subject to this limit of insurance provision and to the remaining terms and provisions and conditions of this policy:

a. Apply in excess of such reduction of "scheduled underlying insurance"; or

b. Apply in place of the exhausted amount of "scheduled underlying insurance."

Nothing in **a.** or **b.** above shall serve to increase the limits of insurance shown in the Declarations.

5. The limits of this policy shall apply separately to:

a. Each consecutive annual period; and

b. Remaining periods of less than 12 months;

starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – CONDITIONS

1. Financial Impairment

Bankruptcy, rehabilitation, receivership, liquidation or other financial impairment of you or an "underlying insurer" shall neither relieve nor increase any of our obligations under this policy.

In the event there is diminished recovery or no recovery available to you as a result of such financial impairment of an insurer providing "scheduled underlying insurance," the coverage under this policy shall apply only in excess of the limits of insurance stated in the "scheduled underlying insurance." Under no circumstances shall we be required to drop down and replace the limits of insurance, or assume the obligations of a financially impaired insurer.

2. Duties of the Insured

a. In the event of an "incident" which has not resulted in a claim or suit.

Whenever you have information of an "incident" which involves injuries or damages likely to involve this policy, written notice shall be given by or for you to us or to our authorized agent as soon as practicable. The notice shall contain:

(1) Particular information sufficient to identify the insured;

(2) Such information as can be reasonably obtained with respect to time, place and circumstances of the occurrence or offense; and

(3) Names and addresses of the insured and of available witnesses.

b. In the Event of Claims or Suit

You shall provide us with written notice as soon as practicable whenever:

(1) A claim is made or "suit" is brought against you;

(2) You receive notice that a right to bring claim or "suit" against you will be asserted; or

(3) You obtain information that the obligation of "underlying insurers" to:

(a) Investigate;

(b) Defend;

(c) Pay on behalf of; or

(d) Indemnify

you has ceased.

Every demand, notice, summons, amended complaint or other process received by you or your representative shall be forwarded with each notice.

3. Legal Action Against Us

No legal action shall be brought against us unless you have fully complied with all the terms of this policy and the amount of your obligation to pay has been finally determined either by:

a. Judgment against you after actual trial; or

b. Written agreement between us, you and the claimant.

4. Other Insurance

This insurance is excess over and will not contribute with any other insurance available to the insured whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise. This condition does not apply to insurance purchased specifically to apply in excess of this insurance.

5. Premium Audit

a. We will compute all premiums for this policy in accordance with our rules and rates.

b. If the premium is shown in the Declarations as flat, the premium for this policy is not subject to adjustment.

c. If the premium is shown in the Declarations as adjustable, the premium shown as the advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured shown in the Declarations. If the sum of the advance and audit premiums paid for the policy term are greater than the earned premium, we will return the excess, subject to the minimum premium, to the first Named Insured shown in the Declarations.

d. The first Named Insured shown in the Declarations must keep records of the information we need for premium computation, and send us copies at such times as we request.

6. Nonrenewal

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

7. Severability of Interests

The insurance afforded applies separately to each insured against whom claim is made or "suit" is brought. However, the inclusion of more than one insured shall not operate to increase the limits of insurance.

8. Annual Rating

If this policy is issued for a period in excess of one year, the premium may be revised on each annual anniversary in accordance with our rates and rules in effect at that time.

9. "Scheduled Underlying Insurance"

Material change in premium for "scheduled underlying insurance" shall be promptly reported to us. Premium for this policy may be adjusted to reflect changes in underlying insurance in accordance with our manuals in effect at the time of the change.

10. Maintenance of "Scheduled Underlying Insurance"

While this policy is in force you agree that the policies listed in the Declarations as "scheduled underlying insurance" and their renewals and replacements shall be maintained, without alterations of terms or conditions, in full effect during the term of this policy; except for reduction or exhaustion of the aggregate limits of insurance in the "scheduled underlying insurance," provided that such reduction or exhaustion is solely the result of "incidents" taking place during this policy period, and not before. If you fail to maintain "scheduled underlying insurance," this condition shall not invalidate this policy. However, in the event of such failure, we will only be liable to the same extent as if you had complied with this condition.

11. Appeals

If you or your "underlying insurers" elect not to appeal a judgment in excess of the limits of insurance afforded by the:

a. "Scheduled underlying insurance";

b. "Unscheduled underlying insurance"; or

c. "Retained limit";

we may elect to appeal. Our limit of liability shall not be increased because of such appeal. We will, however, pay the following costs and expenses:

a. All premium bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy;

b. All premiums on appeal bonds required in such defended "suit," but without obligation to apply for or furnish such bonds;

c. Court fees;

d. Costs and expenses taxed against you by the appellate court and interest accruing after entry of a judgment against you and before we have:

(1) Paid;

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(2) Offered to pay; or

(3) Deposited in court

the part of the judgment that is within the applicable limit of insurance. Where the "underlying insurers" terminate their liability to pay interest on the judgment by an offer to pay their limits, you shall demand that such limits be paid. If the appeal is successful, such amounts not obligated to be paid shall be returned to such "underlying insurer."

12. Subrogation

In the case of any payments by us under the coverages of this policy, we shall be subrogated to all rights of recovery against any other party which you may have and will cooperate with you and all other interests. Amounts recovered shall be apportioned in the following order:

a. Amounts paid in excess of the payments under this policy shall first be reimbursed up to the amount paid by those, including you, who made such payments;

b. We are then to be reimbursed up to the amount we paid;

c. Any remainder shall be available to the interests of those over whom this coverage is in excess and who are entitled to claim such remainder.

Expenses necessary to the recovery of such amounts shall be divided between the interests concerned, including you, in the ratio of their respective recoveries as finally settled.

13. Settlement of Claims or Suit

We may pay, but are not obligated to pay, any part or all of the amount of the "retained limit" to effect settlement of a claim or "suit." Upon notification of the action taken you shall promptly reimburse us for such part of the "retained limit" that we had paid. All named insureds are jointly and severally responsible for our reimbursement and agree to make such reimbursement within 30 days after we give you written notice or demand for payment.

14. Sole Agent

The insured first named in the Declarations is authorized to act on behalf of all named insureds and other insureds with respect to:

a. The giving and receiving of notice of cancellation; and

b. Receiving return premium that may be payable under this policy.

The insured first named in the Declarations is responsible for the payment of premiums, but the other named Insureds jointly and severally agree to make such payments in full if the insured first named fails to pay the amount due within 30 days after we give written notice or demand.

15. Trade Sanctions

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void ab initio (void from its inception) with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

a. Any insured, or any person or entity claiming the benefits of an insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;

b. Any claim or "suit" that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or "suit" is prohibited by U.S. economic or trade sanctions;

c. Any claim or "suit" that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;

d. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or

e. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this policy a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this policy a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods or services for the purposes of attracting customers or supporters is considered an advertisement.

2. **"Automobile"** means

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads; including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "automobile" does not include "mobile equipment."

3. **"Bodily injury"** means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

4. **"Aircraft"** means a vehicle designed to transport persons or property in the air.

5. **"Impaired property"** means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

6. **"Insured contract"** means:

a. A lease of premises;

b. A sidetrack agreement;

c. An easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. The part of other contracts or agreements pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contracts or agreements are made prior to the "bodily injury" or "property damage."

Tort liability means liability that would be imposed by law in the absence of contracts or agreements.

An "insured contract" does not include that part of a contract or agreement:

a. That indemnifies an architect, engineer or surveyor for an injury or damages arising out of:

(1) Preparing, approving or failing to prepare or approve:

(a) Maps;

(b) Drawings;

(c) Opinions;

(d) Reports;

(e) Surveys;

(f) Change orders;

(g) Designs; or

(h) Specifications; or

(2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

b. Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **a.(1)** above and supervisory, inspection or engineering services; or

c. That indemnifies a person or organization for damage by fire to premises rented or loaned to an insured.

7. **"Loading or unloading"** means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an "aircraft," "watercraft" or "automobile";

b. While it is in or on an "aircraft," "watercraft" or "automobile"; or

c. While it is being moved from an "aircraft," "watercraft" or "automobile" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "aircraft," "watercraft" or "automobile."

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8. **"Mobile equipment"** means any of the following types of land vehicles, including any attached machinery or equipment:

   a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

   b. Vehicles that travel on crawler treads;

   c. Vehicles maintained for use solely on or next to premises you own or rent;

   d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

      (1) Power cranes, shovels, loaders, diggers or drills; or

      (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

   e. Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

      (1) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

      (2) Cherry pickers and similar devices used to raise or lower workers;

   f. Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

      However, self-propelled vehicles with the following type of permanently attached equipment are not "mobile equipment" but will be considered "automobiles":

      (1) Equipment designed primarily for:

         (a) Snow removal ;

         (b) Road maintenance, but not construction or resurfacing; or

         (c) Street cleaning;

      (2) Cherry pickers and similar devices mounted on "automobiles" or truck chassis and used to raise or lower workers; and

      (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

   However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "automobiles"

9. **"Incident"**

   a. With respect to "bodily injury" and "property damage," "incident" means an occurrence. An occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

   b. With respect to "personal and advertising injury," "incident" means an offense arising out of your business.

10. **"Personal and Advertising Injury"** means injury, including consequential "bodily injury," arising out of one or more of the following offenses:

   a. False arrest, detention or imprisonment;

   b. Malicious prosecution or abuse of process;

   c. Wrongful eviction from, wrongful entry into, or the invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;

   d. Discrimination, unless such insurance is prohibited by law;

   e. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

   f. Oral or written publication, in any manner, of material that violates a person's right of privacy;

   g. The use of another's advertising idea in your "advertisement;"

   h. Infringing upon another's copyright, trade dress or slogan in your "advertisement."

11. **a. "Products-completed operations hazard"** includes "bodily injury" and "property damage" occurring away from premises an insured owns or rents and arising out of "your product" or "your work" except:

      (1) Products in your physical possession; or

      (2) Work not yet completed or abandoned.

   b. "Your work" will be deemed completed at the earliest of the following:

      (1) When all work called for in the "insured contract" has been completed;

      (2) When all of the work to be done at the site has been completed if the "insured's contract" calls for work at more than one site; or

(3) When that part of the work done at a job site has been put to its intended use by a person or organization other than another contractor or subcontractor working on the same project. Work that may need:

(a) Service;

(b) Maintenance;

(c) Correction;

(d) Repair; or

(e) Replacement;

but which is otherwise complete, will be treated as completed.

c. This hazard does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it; or

(2) The existence of:

(a) Tools;

(b) Uninstalled equipment; or

(c) Abandoned or unused materials.

12. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the occurrence that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

13. "Suit" means a civil proceeding in which damages because of:

a. "Bodily injury";

b. "Property damage"; or

c. "Personal and advertising injury";

to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding alleging such damages to which you must submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

14. "Your product" means:

a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes warranties or representations made with respect to the fitness, quality, durability, performance or use of "your product" and the providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

15. "Your work" means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes warranties or representations made with respect to the fitness, quality, durability, performance or use of "your work" and the providing of or failure to provide warnings or instructions.

16. "Retained limit" means the amount stated as such in the Declarations. The "retained limit" is retained and payable by the insured as respects all "incidents" not covered by "scheduled underlying insurance" or by "unscheduled underlying insurance."

17. "Scheduled underlying insurance" means the insurance policies listed in the Schedule of Underlying Insurance including renewal or replacement of such contracts which are not more restrictive than those listed in the aforementioned Schedule of Underlying Insurance.

18. "Ultimate net loss"

a. "Ultimate net loss" means the actual damages the insured is legally obligated to pay, either through:

(1) Final adjudication on the merits; or

(2) Through compromise settlement with our written consent or direction;

because of "incident(s)" covered by this policy.

However, it includes the above mentioned sums only after deducting all other recoveries and salvages.

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b. "Ultimate net loss" does not include the following:

(1) Costs or expenses related to:

(a) Litigation,

(b) Settlement;

(c) Adjustment; or

(d) Appeals;

nor costs or expenses incident to the same which an "underlying insurer" has paid, incurred or is obligated to pay to or on behalf of the insured;

(2) Pre-judgment interest;

(3) Office costs and expenses and salaries and expenses of the employees of an insured;

(4) Our office costs and expenses and salaries of our employees; or

(5) General retainer and/or monitoring fees of counsel retained by the insured.

19. "Underlying insurer" means an insurer whose policy covers "bodily injury," "property damage" or "personal and advertising injury" also covered by this policy but does not include insurers whose policies were purchased specifically to be in excess of this policy. It includes all insurers providing:

a. "Unscheduled underlying insurance"; and

b. "Scheduled underlying insurance."

20. "Unscheduled underlying insurance"

a. "Unscheduled underlying insurance" means insurance policies available to an insured, whether:

(1) Primary;

(2) Excess;

(3) Excess-contingent; or

(4) Otherwise;

except the policies listed in the Schedule of Underlying Insurance.

b. "Unscheduled underlying insurance" does not include insurance purchased specifically to be excess of this policy.

21. "Watercraft" means a vehicle designed to transport persons or property in or on water.

22. "Authorized Insured" means any named insured or any employee authorized by a named insured to give or receive notice of a claim or "suit."

23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

24. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

25. "Fungi or microbes" means:

a. Any form of fungus, yeast, mold, mildew, or mushroom, including mycotoxins, spores, scents, byproducts or other substances produced or released by fungi; and

b. Any bacteria, virus, or any other non-fungal, single celled or colony-form organism, including any toxins, scents, byproducts or other substances it produces or releases, whose injurious source is in or on a building or its contents.

But "fungi and microbes" does not include fungi that were deliberately grown for human consumption, microbes that were transmitted directly from person to person, or microbes that caused food poisoning, if your business is food processing, sales, or serving.

26. "Silica" means the chemical compound silicon dioxide (SiO2) in any form, including dust which contains "silica."

27. "Asbestos" means the mineral in any form whether or not the asbestos was at any time:

a. Airborne as a fiber, particle or dust;

b. Contained in or formed a part of a product, structure or other real or personal property;

c. Carried on clothing;

d. Inhaled or ingested; or

e. Transmitted by any other means.

28. "Volunteer worker" means a person who is not your employee, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

SECTION VI – DEFENSE PAYMENT AND RELATED DUTIES

1. If a claim or "suit" alleges damages covered by underlying policies and the obligation of all "underlying insurers" either to:

a. Investigate and defend the insured; or

b. Pay the cost of such investigation and defense;

ceases solely through exhaustion of all underlying limits of insurance through payment of a combination

of covered expenses, settlements or judgments for "bodily injury," "property damage" or "personal and advertising injury" taking place during our policy period, then we will either:

a. Assume the investigation and defense of the insured against "suits" seeking damages; or

b. If we elect not to assume the investigation and defense in **1.a.** above, we will reimburse the insured for reasonable defense costs and expenses incurred with our written consent. However, such reimbursement excludes:

(1) Office expenses of the insured;

(2) Salaries and expenses of employees; and

(3) General retainer fees of counsel retained by the insured.

2. We will investigate and defend an insured or reimburse an insured for "suits" brought against an insured for a claim or "suit" that alleges damages because of "bodily injury," "property damage" or "personal and advertising injury" not covered under:

a. "Scheduled underlying insurance"; and

b. "Unscheduled underlying insurance";

but which seeks damages because of "bodily injury," "property damage" or "personal and advertising injury" otherwise covered under this policy. Costs and expanses of such investigation and defense are not subject to the "retained limit."

3. We will investigate and defend an insured or reimburse an insured for such costs of investigation and defense described in either **1.** or **2.** above, even if the allegations of a "suit" are:

a. Groundless;

b. False; or

c. Fraudulent;

but only until we make payment or offer to pay or deposit in court that part of judgment(s) not exceeding our limit of insurance.

4. We shall also have the sole right to make settlement of a "suit" as we deem expedient.

5. If not permitted by law or otherwise to perform these duties, we will pay an insured for defense costs and expenses incurred with our prior written consent.

6. Amounts we pay or incur pursuant to the obligation to defend or pay the costs and expenses of defense are in addition to, and not subject to, the limits of insurance stated in the Declarations.

7. In addition to our limits of insurance, we will pay prejudgment interest awarded against an insured on that part of a judgment covered by this policy. We will not pay prejudgment interest on that period of time after we offer to pay:

a. Our limit of insurance; or

b. That portion of our limit of insurance which equals the amount of a settlement demand when combined with the limits of "underlying insurers."

8. We will pay interest on a judgment that accrues after entry of that judgment, but before we have:

a. Paid;

b. Offered to pay; or

c. Deposited in court

that part of the judgment that is within the limit of insurance of this policy. The amount of interest we pay will be in direct proportion that amount we pay as damages bears to the total amount of judgment. We will not pay additional interest that accrues after we have:

a. Paid;

b. Offered to pay;

c. Deposited in court

that part of the judgment that is within the limit of insurance of this policy.

9. We will pay all reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit." This includes actual loss of earnings up to liability $250. a day because of time off from work.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

It is agreed that:

I. This policy does not apply:

A. Under Liability Coverage to "bodily injury" "personal and advertising injury" or "property damage"

1. With respect to which an insured under this policy, is also an insured under a nuclear energy liability policy issued by the:

a. Nuclear Energy Liability Insurance Association;

b. Mutual Atomic Energy Liability Underwriters; or

c. Nuclear Insurance Association of Canada;

or any of their successors, or would be an insured under any such policy but for its

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termination upon exhaustion of its limit of liability; or

2. Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

a. Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law or amendment thereof; or

b. The insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material," and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" "personal and advertising injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:

1. The "nuclear material":

a. Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or

b. Has been discharged or dispersed therefrom;

2. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

3. The "bodily injury," "personal and advertising injury," or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the:

a. Planning;

b. Construction;

c. Maintenance;

d. Operation; or

e. Use of

any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(C.3.)** applies only to "property damage" to such "nuclear facility" and any property threat.

II. As used in this endorsement:

A. "Hazardous properties" include radioactive, toxic or explosive properties.

B. "Nuclear material" means "source material," "special nuclear material" or "byproduct material."

C. "Source material," "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

D. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor."

E. "Waste" means waste material:

1. Containing "by-product material" other than the tailings or waste produced by the extraction or concentration of uranium or thorium from ore processed primarily for its "source material" content; and

2. Resulting from the operation by any person or organization, of a "nuclear facility" included within paragraphs **1.** and **2.** of the definition of "nuclear facility."

F. "Nuclear facility" means:

1. Any "nuclear reactor";

2. Any equipment or device designed or used for:

a. Separating the isotopes of uranium or plutonium;

b. Processing or utilizing "spent fuel"; or

c. handling, processing or packaging "waste";

3. Any equipment or device used for the processing, fabricating or alloying of special "nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment is located consists of or contains more than:

a. 25 grams of plutonium or uranium 233 or any combination thereof; or

b. 250 grams of uranium 235;

4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

G. "Nuclear reactor" means an apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

H. "Property damage" includes all forms of radioactive contamination of property.

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BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

TABLE OF CONTENTS	
I.	**Blanket Additional Insured Provisions**
A.	**Additional Insured – Blanket Vendors**
B.	**Miscellaneous Additional Insureds**
C.	**Additional Provisions Pertinent to Additional Insured Coverage**
1.a.	**Primary – Noncontributory provision**
1.b.	**Definition of "written contract"**
2.	**Additional Insured – Extended Coverage**
II.	**Liability Extension Coverages**
A.	**Bodily Injury – Expanded Definition**
B.	**Broad Knowledge of Occurrence**
C.	**Estates, Legal Representatives and Spouses**
D.	**Fellow Employee First Aid**
E.	**Legal Liability – Damage to Premises**
F.	**Personal and Advertising Injury – Discrimination or Humiliation**
G.	**Personal and Advertising Injury – Broadened Eviction**
H.	**Waiver of Subrogation – Blanket**

I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "**written contract**" to provide insurance, but only with respect to "**bodily injury**" or "**property damage**" arising out of "**your products**" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

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

b. Any express warranty unauthorized by you;

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

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

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

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

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

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

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

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

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

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "**written contract**."

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

a. A higher limit of insurance than required by such "**written contract**;"

b. Coverage broader than required by such "**written contract**" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" as grantor of a franchise to you.

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d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "bodily injury" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "**Bodily injury**", "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) "**Bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**."

With respect to this provision's requirement that additional insured status must be requested under a "**written contract**," we will treat as a "**written contract**" any governmental permit that requires you to add the governmental entity as an additional insured.

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i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;

(2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision **(2)** does not apply to such "**bodily injury**" or "**property damage**" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and

(b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

(1) Is currently in effect or becomes effective during the term of this policy; and

(2) Was executed prior to:

(a) The "**bodily injury**" or "**property damage**;" or

(b) The offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

a. An individual, then his or her spouse is an insured;

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b. A partnership or joint venture, then its partners, members and their spouses are insureds;

c. A limited liability company, then its members and managers are insureds;

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or

e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **a.** through **d.** above;

(2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily injury**" is deleted and replaced by the following:

"**Bodily injury**" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "**occurrence**," offense, claim or "**suit**" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

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D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a)**, **(b)** and **(c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"**Property damage**" to:

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

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

3. Property loaned to you;

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

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

6. That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

(1) rented to you:

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

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

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

2. Under **B. Exclusions**, **1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

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3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

   The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

   a. $1,000,000; or

   b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

   h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

   (1) Not done intentionally by or at the direction of:

   (a) The insured; or

   (b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

   (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

   (15) Discrimination Relating to Room, Dwelling or Premises

   Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

   (16) Employment Related Discrimination

   Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

   (17) Fines or Penalties

   Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

BLANKET AS REQUIRED BY WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)
Endorsement Effective 12/1/2023 Policy No. 7013027475 Endorsement No.

Insured
Vertosoft LLC

Premium $

Insurance Company
CNA

Countersigned by Patrick M. Sa

WC 00 03 13
(Ed. 4-84)

Copyright 1983 National Council on Compensation Insurance.

Item #: _____
Munis Contract #: _____
OMNIA Partners Master Agreement #: 01-165

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Software

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and Vertosoft, LLC herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

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

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

2. **Scope of Work**

A. The Contractor shall perform the scope of work outlined in Exhibit A.

3. **Compensation.**

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

A. The amount payable to the Contractor under this Contract shall not exceed $763,362.83, plus applicable out-of-state GRT. The GRT will be calculated based on the out-of-state rate of 4.875%, totaling $37,213.94. The total compensation is $800,576.77. 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 services, in excess of the total compensation amount being provided.

Payment shall be made upon acceptance of each Deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Progress and Deliverable Payments will be made to the Contractor's designated mailing address. In accordance with NMSA 1978, Section 13-1-158, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of acceptance. All payment invoices MUST BE received by the City at least thirty (30) days after the completion of each Deliverable and no later than fifteen (15) days after the termination of this Contract. Payment Invoices received after such date WILL NOT BE PAID. If you do not receive confirmation of invoice receipt within seven days, email

accountspayable@santafenm.gov to request an update. For contract-related inquiries, contact purchasing@santafenm.gov.

C. Retainage. Not Applicable – The Parties agree there is no retainage.

D. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

5. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **five (5) years from the date of final signature.** The City Reserves the right to extend pursuant to NMSA 1978, Section 13-1-150.

6. **Default and Force Majeure**

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

7. **Termination**

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

B. Notice: City Opportunity to Cure.

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

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

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

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

8. **Amendment**

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

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

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

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

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

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

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

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

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

22. **Scope of Contract; Merger**

This Contract incorporates all the 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.

This Contract is issued against the Vertosoft state or agency Master Agreement, established and maintained by OMNIA Partners, number 01-165, and through this language hereby incorporates this contract by reference and is included in the order of precedence.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry,

sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

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

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written

clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

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

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

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

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

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

(2) reduce the contract price to reflect the reduced value of the services performed.

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

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Contract**

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

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

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto

Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

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

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

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

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

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

E. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

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

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

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

41. **Notification**

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

To the City:	To the Contractor:
Heather Lamboy, Planning & Land Use Director City of Santa Fe 200 Lincoln Avenue Santa Fe, NM 87501 hllamboy@santafenm.gov	Carly Moore Vertosoft, LLC 1602 Village Market Blvd SE, Suite 320 Leesburg, VA 20175 carly.moore@vertosoft.com, 540-998-8361

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

42. **Succession**

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

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

CITY OF SANTA FE:

_____
MAYOR ALAN WEBBER

DATE: _____

CONTRACTOR:
VERTOSOFT, LLC.

_____
DAVID BALL, Senior Director

DATE: 07/18/2025
NMBTIN: _____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 18, 2025 16:58 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
FINANCE DIRECTOR

Exhibit A

Statement of Work

City of Santa Fe, NM

Creation Date: 6/19/2025
SoW Expiration Date: 9/19/2025
Document Number: PS-08613.3
Created by: Josh Volpert

Table of Contents

OpenGov Statement of Work 3
1. Project Scope 3
2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms 3
3. Project Delivery 3
4. Project Understanding 3
5. OpenGov Responsibilities 4
6. Project Tracking and Reporting 4
7. Communication and Escalation Procedure 5
8. Opengov Implementation Methodology 5
8.1. Initiate 6
8.2. Validate 6
8.3. Configure 6
8.5. Launch 6
9 . Customer Responsibilities 7
10. Customer's Project Manager 7
11. Acceptance Procedure 7
12. Estimated Schedule 8
13. Illustrative Project Timelines 8
14. Change Order Process 9
Exhibit 1: Implementation Activities 10
Permitting & Licensing 10
Initiate 10
Validate 10
Configure 11
Train 14
Launch 15
Exhibit 2: Technical Requirements 16
Permitting & Licensing Technical Requirements 16

OpenGov Statement of Work

This Statement of Work ("SOW") identifies services that OpenGov will perform for City of Santa Fe, NM ("Customer") pursuant to the order for OpenGov Professional Services. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. The OpenGov Responsibilities section of this document can be found in Exhibit 1: Implementation Activities. Any additional services or support not detailed in Exhibit 1 will be considered out of scope.

1. Project Scope

   Under this project, OpenGov will deliver cloud based solutions (detailed list in "Exhibit 1"). OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Section 14.

2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms

   Adjustments to the deliverables in Exhibit 1 may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates.

3. Project Delivery

   3.1. OpenGov will perform the work under this SOW remotely unless explicitly identified below.

   3.1.1. OpenGov will provide one (1) onsite trip for project-related activity which OpenGov determines would be best performed at the Customer's facility. The customer's facility must contain a conference room to accommodate the number of attendees, non-public wifi connection, and AV equipment for projecting OpenGov software on a screen visible to all participants.

   3.1.2. The Customer is responsible for paying travel expenses as incurred on a quarterly basis. It is estimated that the travel expenses will not exceed $5600. Written approval is required for any expenses above the estimate.

   3.2. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.

4. Project Understanding

   4.1. Deviations that arise during the proposed project will be managed through the Change Order Process (as defined in Section 14), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and/or other terms.

4.2. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software. Implementation of any custom modification or integration developed by OpenGov; Customer internal staff; or any third-party is not included in the scope of this project unless specifically listed in Exhibit 1.
4.3. The customer is responsible for providing appropriate time and resources to the project to meet deliverables as outlined in the project plan.
4.4. Data conversion services from other software system(s) or sources are not included in the scope of this project unless specifically listed in Exhibit 1.

5. OpenGov Responsibilities

5.1. OpenGov will provide project management for the OpenGov responsibilities in this SOW. This provides direction to OpenGov project personnel and a shared framework for project planning, communications, reporting, procedural and contractual activity.

5.2. OpenGov will review the Project Plan with Customer's Project Manager and key stakeholders to ensure alignment on agreed upon timelines.

5.3. OpenGov will maintain project communications through Customer's Project Manager.

5.4. OpenGov will establish documentation and procedural standards for deliverable materials.

5.5. OpenGov will assist Customer's Project Manager to prepare and maintain the Project Plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones identified in Exhibit 1.

6. Project Tracking and Reporting

6.1. OpenGov will review project tasks, schedules, and resources and make changes or additions, as appropriate. OpenGov will measure and evaluate progress against the Project Plan with Customer's Project Manager.

6.2. OpenGov will work with Customer's Project Manager to address and resolve deviations from the Project Plan.

6.3. OpenGov will conduct regularly scheduled project status meetings.

6.4. OpenGov will administer the Change Order Process with the Customer's Project Manager.

6.5. Deliverable Materials:

- 6.5.1. Weekly status reports
- 6.5.2. Project Plan
- 6.5.3. Project Charter, defining project plan and Go-live date
- 6.5.4. Risk, Action, Issues and Decisions Register (RAID)

6.6. Deliverable Sign-Off: OpenGov requests Sign-Offs at various deliverables during the implementation of the project. Once the Customer has signed-off on a deliverable, any additional changes requested by Customer on that deliverable will require a paid change order for additional hours for OpenGov to complete the requested changes.

7. Communication and Escalation Procedure

7.1. Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment, both parties agree to the following:

7.1.1. Regular communication aligned to the agreed upon Project Plan and timing.

7.1.2. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.

7.2. Executive involvement

7.2.1. Executives may be called upon to clarify expectations and/or resolve confusion.

7.2.2. Executives may be needed to steer strategic items to maximize the value through the deployment.

7.3. Escalation Process

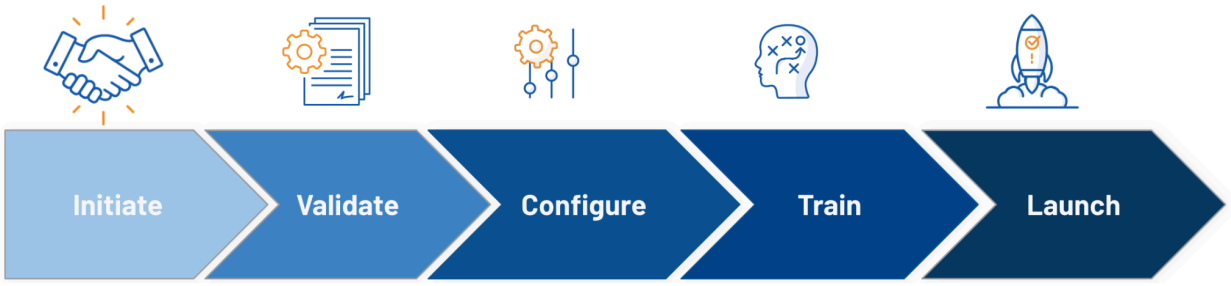
7.3.1. Identification of an issue impeding deployment progress or outcome, that is not acceptable.

7.3.2. Customer or OpenGov Project Manager summarizes the problem statement and impasse.

7.3.3. Customer and OpenGov Project Managers jointly outline solution acceptance and OpenGov Project Manager will schedule an Executive Review Meeting, if necessary.

7.3.4. The resolution will be documented and signed off.

8. Opengov Implementation Methodology



Every OpenGov implementation will contain a structured methodology to properly plan and collaborate. The methodology consists of the following phases:

- Initiate
- Validate
- Configure
- Train
- Launch

8.1. Initiate

8.1.1. OpenGov will provide customer entity configuration.
8.1.2. OpenGov will provide system administrators creation.
8.1.3. This activity is complete when the customer has access to their site.
8.1.4. Customer will sign-off on product access to complete the Initiate Phase of the project.

8.2. Validate

8.2.1. OpenGov will create a Solution Blueprint.
8.2.2. OpenGov will confirm the Data Validation strategy.
8.2.3. This activity is complete when the Solution Blueprint is presented to the customer.
8.2.4. Customer will Sign-off on Initial Draft Solution Blueprint to complete the Validate Phase of the project.

8.3. Configure

8.3.1. OpenGov will configure the deliverables outlined in Exhibit 1.
8.3.2. This activity is complete when all deliverables in Exhibit 1 are configured.
8.3.3. Customer will provide Sign-off that all configuration deliverables have been completed and accepted. OpenGov will provide status and intermediate completion milestones as the project progresses to fully configured.

8.4. Train

8.4.1. Training will be provided in instructor-led virtual sessions unless otherwise specified in Exhibit 1.
8.4.2. OpenGov will provide Administrator training.
8.4.3. OpenGov will provide End User training (if listed in Exhibit 1).
8.4.4. Customer will sign-off that training has been completed.

8.5. Launch

8.5.1. OpenGov will provide HyperAdopt support post Go-Live to ensure successful adoption.
8.5.2. Customer will Sign-off on the HyperAdopt phase of the project which will transition the project from active deployment to Customer Success.

9 . Customer Responsibilities

9.1. The completion of the proposed scope of work depends on the full commitment and participation of Customer's management and personnel. The Customer's Project Manager should have access to the appropriate Customer Subject Matter Expert personnel needed for the successful implementation of the project. The responsibilities listed in this section are in addition to the responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by the customer. Delays in performance of these responsibilities may result in a change order and/or delay of the completion of the project.
9.2. Provide the required data to OpenGov within five (5) days of the requests being made from the OpenGov Project Manager. The Customer will be responsible for any potential charges from third parties to access and provide the data.
9.3. Maintain the same format and access to data on an ongoing basis. Any changes to the underlying data or data source may require a change order or charge in the future.

10. Customer's Project Manager

10.1. Create, with OpenGov's assistance, the Project Charter for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

10.2. Manage Customer personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing).

10.3. Identify and assign Subject Matter Experts (SME).

10.4. Serve as the communication liaison between OpenGov and Customer representatives participating in the project.

10.5. Participate in project status meetings.

10.6. Obtain and provide information, data, and decisions within ten (10) business days of OpenGov's request unless Customer and OpenGov agree in writing to a different response time.

10.7. Resolve deviations from the estimated schedule.

10.8. Help resolve project issues and escalate issues within Customer's organization, as necessary.

10.9. Administer the Change Order Process with the Project Manager, if applicable.

11. Acceptance Procedure

11.1. The completed items in Exhibit 1 will be submitted to the Customer's Project Manager.
11.2. Customer's Project Manager will have decision authority to approve/reject all

Project Criteria, Phase Acceptance and Engagement Acceptance.

11.3. Within five (5) business days of receipt, the Customer's Project Manager will either accept the Deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from the Customer's Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.

11.4. All acceptance milestones and associated review periods will be tracked on the Project Plan.

11.5 Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the Project.

11.6. For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the Project.

11.7. Excluding delays caused by a force majeure event, if OpenGov in good faith reasonably determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold after providing a minimum of seven days written notice to Customer. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services in the on hold notice. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

12. Estimated Schedule

12.1. OpenGov will schedule resources after the signature of the order form is received. Unless specifically noted, the OpenGov assigned Project Manager will work with Customer Project Manager to develop the Project Charter for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

12.2. The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures on Order Forms.

13. Illustrative Project Timelines

13.1. The typical project timelines are for illustrative purposes only and may not reflect Customer's use cases. The order of delivery of the suite(s) will be determined during the project planning activities in the Initiate Phase.

Phase	Deliverable	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Initiate	Project Preparation and Kick Off								
Validate	Requirements Matrix, Validation Workshop								
Configure	Record Type 1								
	Record Type 2								
	Record Type 3								
	Data Migration								
	Integrations								
Train	Administrator Training								
	End User Training								
Launch	Go Live, HyperAdpotion, Project Closure								

14. Change Order Process

14.1. This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing, by both Customer and OpenGov, and documented via a Change Order. No verbal agreement will be binding on OpenGov or Customer.

14.2. A Change Order is defined as work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date. Changes might include but are not limited to:

14.2.1. Timeline for completion.

14.2.2. Sign off process.

14.2.3. Cost of change and/or invoice timing.

14.2.4. Amending the SOW to correct an error.

14.2.5 Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.

14.2.6. Change in type of OpenGov resources to support the SOW.

14.3.The approval process for a Change Order is as follows:

14.3.1.Identification and documentation of a need for modification to the scope of the project as defined in the Statement of Work and any subsequent change orders.

14.3.2. A Change Order is created and Customer and OpenGov review. The Customer will then provide Sign-off.

14.3.3. Change Order is incorporated into the Statement of Work and implemented.

Exhibit 1: Implementation Activities

Permitting & Licensing

Use Cases for Permitting & Licensing:

- Building Permits & Inspectional Services
- Planning and Zoning Approvals
- Code Enforcement
- Business licensing

Initiate

Provisioning Permitting & Licensing Platform

OpenGov will:

- OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.

Customer will:

- Confirm access to entity and modules.

Completion Criteria

- Customer verifies access to the site.

Data Initiation

OpenGov will:

- OpenGov will provide the needed data and format to the customer.
- The data needs will be discussed for the foundational initiation of the software.
- Assign a Project Manager once the data has been collected.

Customer will:

- Provide the required data in a timely manner.

Completion Criteria

- Customer sign-off that the Integrations are complete and the data is being captured as planned.

Validate

Technical Project Review

OpenGov will:

- Provide up to one (1) one-hour working sessions at the beginning of the project to:

- Review deliverables
- Review technical requirements
- Provide documentation on requirements and processes

OpenGov Assumptions:

- Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.

Customer will:

- Identify relevant participants for attendance.
- Confirm deliverables.
- Gather and provide relevant data for the project.

Completion Criteria

- Customer sign-off on project plan.

Onsite Requirements Gathering Workshop

OpenGov will :

- Provide one (1) three (3) day onsite Requirements Gathering workshop with two (2) OpenGov resources to increase our understanding of your business and functional goals. Through workshops and interviews, OpenGov will identify best fit scenarios for Permitting & Licensing and identify any challenges as well as recommendations for best practices relevant to your implementation. Additionally, OpenGov will work with the Customer to develop workflows and understand local requirements for permitting activities.

Customer will:

- Identify the relevant participants to attend each training session
- Host the workshop in the Customer's facility
- Secure an adequate space (conference room or training room) within the customer's facility
- Provide wifi internet connection for OpenGov resource

Completion Criteria

- Onsite workshop has been conducted.

Configure

Record Types Deliverables

OpenGov will configure the following standard record type, including sub-type, drafts of Customer's record types in the Permitting & Licensing system including Form, Workflow, Output Document and Fees:

Building and Inspectional Services Service Area
Up to six (6) record types from the following list:

- Residential
- Commercial
- Mechanical
- Electrical
- Plumbing
- Contractor Ref

Planning and Zoning Service Area
Up to five (5) record types from the following list:

- Conditional Use
- Major Subdivision
- Minor Subdivision
- Variance Permit
- Temporary Use Permit

Code Enforcement Service Area
Up to two (2) record types from the following list:

- Submit a Complaint
- Notice of Violation

Business licensing Service Area
Up to one (1) record types from the following list:

- Business License

Customer will:

- Attend working sessions to validate, review, and iterate upon draft records.
- Test all configured record types

Completion Criteria

- Customer sign-off that the Record Types have been configured. Sign-off will occur with each completed Record Type.

Data Deliverables

Master Address Table (MAT) Integration

OpenGov will:

- Provide a template file to be utilized by the Customer to populate MAT information.
- Import the completed template file and validate against the completed template file.

Customer will:

- Populate and validate the MAT template.

Completion Criteria

- Customer sign-off that the Master Address Table has been configured.

ESRI ArcGIS Server Integration

OpenGov will:

- Integrate with the Customer's ArcGIS public API endpoint.

Completion Criteria

- Customer sign-off on the ESRI Integration.

GIS Flag Integration

OpenGov will:

- Provide a template file to be utilized by the Customer to populate GIS Flag information.
- Import the populated template file after acceptance.

- Enable the GIS Flag Integration.

Customer will:

- Populate and validate the flag template file.

Completion Criteria

- Customer sign-off on the GIS Flag Integration.

Accounting and Finance Export

OpenGov will:

- Provide an export of financial data, based on the Customer's provided format, to the Customer's FTPS as often as nightly.

Customer will:

- Agree upon specifications prior to export.

Completion Criteria

- Customer sign-off on the Accounting and Finance Export.

Autofill Integration

OpenGov will:

- Provide up to three (3) Autofills, using source data from OpenGov or provided by the Customer.

Customer will:

- Provide the source data, if applicable.
- Agree upon specifications prior to upload.

Completion Criteria

- Customer sign-off on the Autofill Integration.

Single Sign On (SSO) Integration

OpenGov will:

- Provide the SSO enablement form.
- Implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

Customer will:

- Complete the SSO enablement form.
- Provide the information from the identity provided required to establish SAML or HTTPS certification and add OpenGov as a new application in the identity provider.

Completion Criteria

- Customer sign-off on the SSO Integration.

Data Migration

OpenGov will:

- Perform historic data migration from EnerGov using flat files provided by and mapped by the customer.
- Set up historical record types, historical data will be migrated prior to the initial data load.
- Provide a report of unmatched locations
- Provide instructions for customer validation of data migration.
- Provide up to two (2) format changes for each integration file, allowing for necessary edits to be made during the testing and validation process.

OpenGov Assumptions:

- Data Migration does not exceed 250,000 records.

- Data Migration does not include database backup files.
- Data Migration does not include cleansing of corrupt data, creation or linking of applicant accounts, integration of historical fees and payments into workflow or financial reports, logs of permit changes, migration of data into the workflow, permit attachments, import of contractor database, or hierarchical relationships between records.

Customer will:

- Complete the OpenGov provided data templates within three (3) weeks of request.
- Validate data deliverables within three (3) weeks of request.
- Configure Record Types to align with the Project Plan's Go Live and cutover to ensure the migration encompasses all records from the legacy system.
- Sign off on data load.

Completion Criteria

- Customer sign-off that the Data Migration has been completed.

Document Migration

OpenGov will:

- Migrate documents attached to either migrated permits or locations provided through a Master Address Table (MAT) integration.

OpenGov Assumptions:

- Document Migration does not exceed 1TB.

Completion Criteria

- Customer sign-off that the Document Migration has been completed.

Train

Administrator Training

OpenGov will:

- Provide up to twenty (20) hours of Permitting & Licensing system administrator training to enable system administrators on the following topics:
    - Setting up the public portal
    - Employee app settings
    - Creating and editing record types
    - Managing Forms
    - Editing Documents
    - Creating Workflows
    - Setting up Inspections
    - Reporting & Transparency
        - Download and upload data
        - How to create reports and dashboards
    - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- Administrator Training has been conducted.

End User Training

OpenGov will:

- Provide up to twenty-six (26) hours of end-user trainings designed for Plan Review, Inspectors, Finance Staff, etc. to cover the following topics:
    - Navigation of the system
    - Manage inbox and tasks
    - Take payments
    - Conduct inspections
    - Create records
    - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Completion Criteria

- End User Training has been conducted.

Launch

HyperAdopt

OpenGov will:

- Provide up to eight (8) hours of HyperAdopt support from the OpenGov Project Team post Go-Live to ensure successful adoption.

Customer will:

- Identify issues and attend sessions

Completion Criteria

- Customer sign-off that the project has been completed.

Exhibit 2: Technical Requirements

Permitting & Licensing Technical Requirements

Master Address Table

- All addresses must have a unique ID
- Flat file, .csv, .xls, .xlsx, .txt with headers
- Parcels and address points recommended
- Recommended source data: Esri GIS, Alternative source options include: Assessor's database, E911

ESRI ArcGIS

- A single publicly-accessible secure ESRI REST API URL

ArcGIS Flags

- Polygon Layer(s) via ESRI REST API URL, Polylines and points are not supported
- Flags will be populated via the same Publicly-accessible secure ESRI REST API URL as provided for the ESRI ArcGIS integration.

Financial and Record Exports

- Required format (columns) and sample document

Autofills using Customer source data

- Flat file, .csv, .xls, .xlsx, .txt with headers

Current application forms, workflows, fee structures, and output documents

- PDF, Word, .csv, .xls, .xlsx with headers

Historical Data

- Flat file, .csv, .xlsx with headers
- Record type and status mapping using OpenGov template

Historical Documents

- Flat file, .csv, .xlsx with headers
- One row per document. All rows must be tied back to the MAT's unique ID field and have a file path or publicly accessible URL.
- Special characters, outside of the following list, are not supported and will be removed from file names upon migration to OpenGov.
    - Alphanumeric characters
        - A-z
        - A-Z
        - 0-9
    - Special characters
        - Exclamation point (!)
        - Hyphen (-)

    - Underscore (_)
    - Period (.)
    - Asterisk (*)
    - Single quote (')
    - Open parenthesis (()
    - Close parenthesis ())

SSO

- SAML or HTTPS certificate, Whitelist OpenGov in Customer VPN or firewall

Exhibit B

1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Date: 6/20/2025, 12:08 PM

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Vertosoft Contact: Carly Moore
Phone: (540) 998-8361
Email: carly.moore@vertosoft.com

Vertosoft Quote for OpenGov - City of Santa Fe, NM

Contract: NCPA - OMNIA 01-165

Quote #: Q-12568
Expires On: 7/30/2025

Ship To
City of Santa Fe, NM
Heather Lamboy
hllamboy@santafenm.gov

Quote For:
Name: Heather Lamboy
Company: City of Santa Fe, NM
Email: hllamboy@santafenm.gov
Phone:

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Overall POP Start Date: 8/1/2025
Overall POP End Date: 7/31/2028

Term 1 08/01/2025-07/31/2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWCZ-B300500M-AR-3Y	Permitting & Licensing: Add-On Bundle - Between $300-500 Million - 3Y	1.00	$8,040.51	$8,040.51
OG-TWER-B300500M-AR-3Y	Permitting and Licensing - Business Licenses Additional Service Area - Between $300-500 Million - 3Y	1.00	$45,761.98	$45,761.98
OG-TWAG-B300500M-AR-3Y	Permitting and Licensing - Community Development - Between $300-500 Million - 3Y	1.00	$110,334.91	$110,334.91
OG-SWCB-B300500M-AR-3Y	Premium Support - Between $300-500 Million - 3Y	1.00	$36,930.34	$36,930.34
OG-PSBG-B300500M-OT-0Y	Professional Services Deployment - Prepaid - Between $300-500 Million - 0Y	547.00	$236.74	$129,496.78
			Term 1 TOTAL:	$330,564.52

Term 2 08/01/2026-07/31/2027

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWCZ-B300500M-AR-3Y	Permitting & Licensing: Add-On Bundle - Between $300-500 Million - 3Y	1.00	$8,442.52	$8,442.52
OG-TWER-B300500M-AR-3Y	Permitting and Licensing - Business Licenses Additional Service Area - Between $300-500 Million - 3Y	1.00	$48,050.08	$48,050.08
OG-TWAG-B300500M-AR-3Y	Permitting and Licensing - Community Development - Between $300-500 Million - 3Y	1.00	$115,851.67	$115,851.67
OG-SWCB-B300500M-AR-3Y	Premium Support - Between $300-500 Million - 3Y	1.00	$38,776.86	$38,776.86
			Term 2 TOTAL:	$211,121.13

Term 3 08/01/2027-07/31/2028

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
OG-TWCZ-B300500M-AR-3Y	Permitting & Licensing: Add-On Bundle - Between $300-500 Million - 3Y	1.00	$8,864.65	$8,864.65
OG-TWER-B300500M-AR-3Y	Permitting and Licensing - Business Licenses Additional Service Area - Between $300-500 Million - 3Y	1.00	$50,452.58	$50,452.58
OG-TWAG-B300500M-AR-3Y	Permitting and Licensing - Community Development - Between $300-500 Million - 3Y	1.00	$121,644.25	$121,644.25
OG-SWCB-B300500M-AR-3Y	Premium Support - Between $300-500 Million - 3Y	1.00	$40,715.70	$40,715.70
			Term 3 TOTAL:	$221,677.18

TOTAL: $763,362.83

Quote Terms

By purchasing the products and services described in this order form, the Customer is expressly agreeing to the End User Agreement published at https://www.vertosoft.com/terms-and-conditions-opengov

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.
Credit Card Orders: Additional fees may apply if paying by credit card.

All Purchase Orders must include: End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number or Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

From: DUTTON-LEYDA, TRAVIS K.
To: LAMBOY, HEATHER L.; MOORE, MARGARET R.
Subject: RE: OpenGov & Santa Fe - Agreement Approval Steps
Date: Monday, July 21, 2025 4:10:00 PM
Attachments: image001.png
image003.png
image004.png

Great, I'll include them in the packet. Do y'all have the updated memo? And here is my determination.

Greetings,
Based on the provided scope of work, it has been classified as General Services. This determination is solely focused on that classification and does not address whether the scope of work or procurement method complies with all relevant legal requirements. I reserve the right to modify this determination should the scope of work differ from what was originally submitted. The procurement must follow the processes and procedures established by the City of Santa Fe, Central Purchasing, the Procurement Manual, and applicable state statutes.
Please note:

- Save this email as a PDF and upload it into the corresponding packet and Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) ***if*** this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.

-Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
-IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
-Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
-Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
- Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov
-Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: bgwilliams@santafenm.gov
-Asset over $5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov

- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to

process an RFP, you must get an Authorization and Plan approved before you process.

- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**
  It's essential to determine the funding source early, as it impacts the required documentation and contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.
- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
  - Pavilion: Free Cooperative Contract Search for Governments (please work with Purchasing if you think you found an existing or cooperative contract that might work)
- Submit via **Submit Purchase Requests** or the appropriate email address:
  - Determination requests to purchasing_det@santafenm.gov
  - All other requests to purchasing@santafenm.gov

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

Book time to meet with me

Regards,
Travis Dutton-Leyda, City of Santa Fe Chief Procurement Officer
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

Vendor Registration Sites and Current Procurement Opportunities:
[Current] https://santafenm.munisselfservice.com/vss/

[Transitioning] https://procurement.opengov.com/portal/santafenm
[Current] https://www.withpavilion.com/
Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

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From: LAMBOY, HEATHER L. <hllamboy@santafenm.gov>
Sent: Monday, July 21, 2025 4:04 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; MOORE, MARGARET R.

<mrmoore@santafenm.gov>
Subject: RE: OpenGov & Santa Fe - Agreement Approval Steps

Hi Travis,

Those are the correct attachments. Thanks!

Best,

Heather L. Lamboy, AICP
Director, Planning & Land Use Department
200 Lincoln Ave, Box 909
Santa Fe, NM 87505
(505) 470-5281

CITY OF SANTA FE
PLANNING & LAND USE

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Monday, July 21, 2025 2:20 PM
To: LAMBOY, HEATHER L. <hllamboy@santafenm.gov>; MOORE, MARGARET R. <mrmoore@santafenm.gov>
Subject: FW: OpenGov & Santa Fe - Agreement Approval Steps

Good afternoon, are these the correct attachments?

Thank you.

Regards,

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

Book time to meet with me

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

Vendor Registration Sites and Current Procurement Opportunities:

[Current] https://santafenm.munisselfservice.com/vss/

[Transitioning] https://procurement.opengov.com/portal/santafenm

[Current] https://www.withpavilion.com/

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

---

From: Andrew Kercado <akercado@opengov.com>
Sent: Monday, July 21, 2025 1:59 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Fwd: OpenGov & Santa Fe - Agreement Approval Steps

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

Here is the Quote and SOW!

---------- Forwarded message ---------
From: **Andrew Kercado** <akercado@opengov.com>
Date: Thu, Jun 26, 2025 at 3:55 PM
Subject: OpenGov & Santa Fe - Agreement Approval Steps
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>,
<hllamboy@santafenm.gov>
Cc: Danny Stagliano <dstagliano@opengov.com>, David Bar-Or <dbaror@opengov.com>

Hi Heather & Travis,

Thank you for talking some time to sync on the agreement approval process. We are excited to expand our partnership and help Heather & Team with the City's Permitting goals!

To keep us all on the same page, here were the approval steps I took down:

- **Heather** to submit documents for legal approval today - *calling out that terms are same as previous agreements*
- **Heather** to work with City Clerk to ensure there is space July 30th Governing Body meeting for our item
- **Heather & Travis** to submit agreement in that workflow you were sharing today (I don't know the name of it :))
- **July 11th Deadline** to have agreement reviewed and submitted for agendas

    - July 23rd - Quality of Life Agenda
    - July 28th - Finance Committee Agenda
    - July 30th - Governing Body Agenda

David will also work with the Public Works Team on their Capital Planning agreement concurrently.

Do these steps look right? Let me know if I missed any steps or if you require any additional information from us!
-Andrew

--

Andrew Kercado
Director, Sales - US West
(805) 878-9706
OpenGov.com



--

Andrew Kercado
Director, Sales - US West
(805) 878-9706
OpenGov.com



Services Offered to the City of Santa Fe (9.2023)

Approved:
These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Yard, Grounds, and Lawn Maintenance

Permissive:
The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: http://horizonsofnewmexico.org/services.html

6121 Indian School Rd. NE Suite 102, Albuquerque, NM 87110 | 505-345-1540 |
mloehman@horizonsofnewmexico.org

Region 14 ESC

Contract # 01-165

for

Software Products and Services

with

Vertosoft, LLC

Effective: May 1, 2023

RFP Response

for

Software Products and Services

07-23

Presented by:

Vertosoft LLC
1602 Village Market Blvd. #320
Leesburg, VA 20175

DUNS# 080431574 & Cage Code: 7QV38
GSA Contract # GS-35F-688GA
Certified Small Business Concern
Federal Tax ID: 81-3911287

Chet Hayes
Chief Technology Officer
571.707.4137
chet@vertosoft.com

www.vertosoft.com

03/23/2022

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Table of Contents

Tab 1 – Master Agreement / Signature Form 1
Tab 2 – NCPA Administration Agreement 11
Tab 3 – Vendor Questionnaire 15
Tab 4 – Vendor Profile 18
Tab 5 – Products and Services / Scope 26
Tab 6 – References 37
Tab 7 – Pricing 40
Tab 8 – Value Added Products and Services 41
Tab 9 – Required Documents 43

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Tab 1 – Master Agreement / Signature Form

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support
The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures
Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract
Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause
Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)
The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments
The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers
Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing
All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor’s responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty
Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits
Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity
The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax
The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements
The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance
Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations
It is the Respondent’s responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest
A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester

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- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure
If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage
It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination
Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

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Open Records Policy
Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration
The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term
The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver
Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases
Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions
New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range
It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Deviations and Exceptions
Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities
While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is $150 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation
Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract
A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement
The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions
Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards
Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance
Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

EVALUATION CRITERIA

Pricing (40 points)

Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Vertosoft LLC
Company Name

1602 Village Market Blvd SE Suite 320
Address

Leesburg	VA	20175
City	State	Zip

571.707.4137
Telephone Number — Fax Number

chet@vertosoft.com
Email Address

Chet Hayes	Chief Technology Officer
Printed Name	Position

Chet Hayes
Authorized Signature

DocuSign Envelope ID: 893CAB3A-488C-438A-BEE5-D6017D175062

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of May 1, 2023, by and between National Cooperative Purchasing Alliance ("NCPA") and VertosoftLLC ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated May 1, 2023, referenced as Contract Number 01-165, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Software Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.

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- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

DocuSign Envelope ID: 893CAB3A-488C-438A-BEE5-D6017D175062

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

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ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance	Vertosoft LLC
Organization	Vendor Name
Sarah Vavra	Chet Hayes
Name	Name
Sr. Vice President, Public Sector Contracting	Chief Technology Officer
Title	Title
5001 Aspen Grove	1602 Village Market Blvd SE Suite 320
Address	Address
Franklin, TN 37067	Leesburg, VA 20175
Address	Address
Sarah Vavra	Chet Hayes
Signature	Signature
May 1, 2023	03/22/2023
Date	Date

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

X All 50 States & District of Columbia **(Selecting this box is equal to checking all boxes below)**			
Alabama	Illinois	Montana	Rhode Island
Alaska	Indiana	Nebraska	South Carolina
Arizona	Iowa	Nevada	South Dakota
Arkansas	Kansas	New Hampshire	Tennessee
California	Massachusetts	New Jersey	Texas
Colorado	Michigan	New Mexico	Utah
Connecticut	Minnesota	New York	Vermont
Delaware	Mississippi	North Carolina	Virginia
D.C.	Missouri	North Dakota	Washington
Florida	Kentucky	Ohio	West Virginia
Georgia	Louisiana	Oklahoma	Wisconsin
Hawaii	Maine	Oregon	Wyoming
Idaho	Maryland	Pennsylvania	

X All U.S. Territories and Outlying Areas **(Selecting this box is equal to checking all boxes below)**	
American Samoa	Northern Marina Island
Federated States of Micronesia	Puerto Rico
Guam	U.S. Virgin Islands
Midway Islands	

X All Canada Provinces and Territories **(Selecting this box is equal to checking all boxes below)**	
Alberta	Prince Edward Island
British Columbia	Quebec
Manitoba	Saskatchewan
New Brunswick	Northwest Territories
Newfoundland and Labrador	Nunavut
Nova Scotia	Yukon
Ontario	

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If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

X Yes ☐ Maybe ☐ No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☐ Yes ☐ Maybe **X** No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation
It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

☐ Minority/Women Business Enterprise Respondent Certifies that this firm a Minority / Women Business Enterprise	☐ Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business

Small Business, MWBE and HUB Growth
If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

X N/A, we are a recognized small, MWEB or HUB organization

Vertosoft is a Certified Virginia Small Business Concern: 725842

☐ No, we do not have any programs in place.

☐ Yes, we have programs in place.

Residency
Responding Company's principal place of business is in the city of Leesburg, State of Virginia.

Felony Conviction Notice
Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

☐ A publicly held corporation; therefore, this reporting requirement is not applicable.

X Is not owned or operated by anyone who has been convicted of a felony.
☐ Is owned or operated by the following individual(s) who has been convicted of a felony

Distribution Channel
Which best describes your company's position in the distribution channel:

☐ Manufacturer Direct	**X** Certified education/government reseller
X Authorized Distributor	☐ Manufacturer marking through reseller
☐ Value-added reseller	☐ Other:

Processing Contact Information

Contact Person:	Jay Colavita
Title:	President
Company:	Vertosoft
Address:	1602 Village Market Blvd. SE Suite 320
City/State/Zip:	Leesburg, VA 20175
Phone:	703.568.4703
Email:	contracts@vertosoft.com

Pricing Information
In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

X Yes ☐ No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

X Yes ☐ No

Tab 4 – Vendor Profile

Please provide the following information about your company:

- *Company's official registered name.*

  Vertosoft LLC

- *Brief history of your company, including the year it was established.*

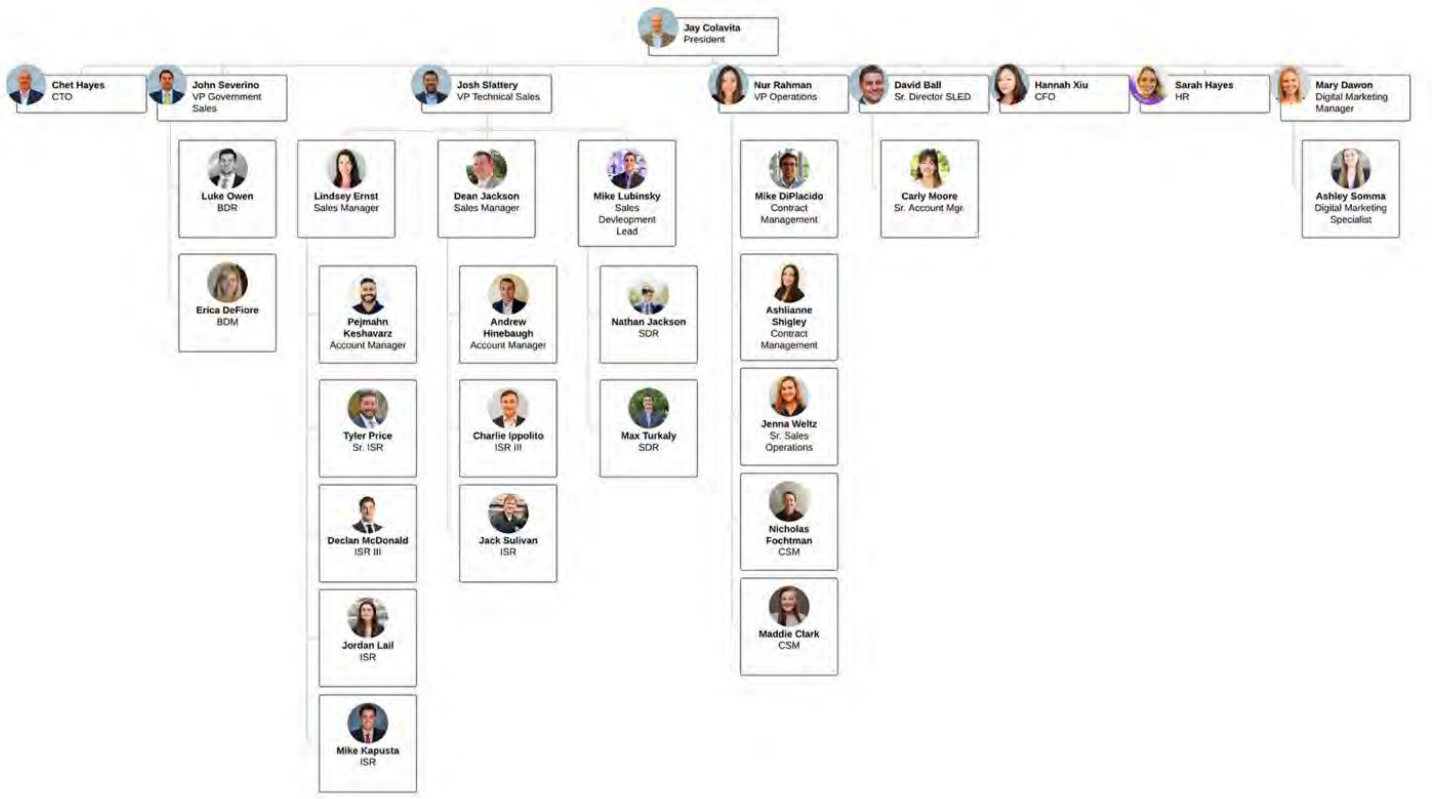
  Established in 2016, Vertosoft LLC (Vertosoft) is focused on delivering innovative and emerging technologies and services to organizations such as NCPA and public sector agencies. Consistent with our singular focus on public sector agencies, Vertosoft has deep knowledge and experience supporting all phases of the acquisition life cycle. We specialize in providing services to emerging technology companies and the public sector agencies they serve. Strategic sourcing is our forte, streamlining the time required to provide critical technology and services to government end users at reduced prices. We provide NCPA members the flexibility, agility, and responsiveness of a certified small business with the experience of a large organization. Vertosoft's staff is widely respected and relied upon for its professional, ethical business approach. Our success is based upon the leadership of a highly-experienced management team, and our staff has deep expertise in meeting each agency's specific requirements and, in the technology required to satisfy those requirements.

- *Company's Dun & Bradstreet (D&B) number.*

  080431574

[REST OF PAGE INTENTIONALLY BLANK]

- *Company's organizational chart of those individuals that would be involved in the contract.*



- *Corporate office location.*

  Vertosoft's corporate office is located at 1602 Village Market Blvd. #320 in Leesburg, VA. This is also the location for our national sales support center for our sales teams across the country. As Vertosoft focuses exclusively on software and SaaS solutions, we do not have the need for traditional hardware service centers.

  - *List the number of sales and services offices for states being bid in solicitation.*

    Vertosoft has additional locations in Charleston, SC, Raleigh, NC, Philadelphia, PA, and Tacoma, WA.

  - *List the names of key contacts at each with title, address, phone and e-mail address.*

    Vertosoft will manage the contract from our national sales center in Leesburg, Virginia. The key contacts in support of this contract will be:

i. Executive Support

Jay Colavita, President
jay@vertosoft.com
703.568.4703

ii. **Marketing**
Mary Dawson
mary@vertosoft.com
703.298.5052

iii. **Sales**
Josh Slattery, VP of Technology Sales
josh@vertosoft.com
703.915.7856

iv. **Sales Support**
Nur Rahman, Director of Operations
nur@vertosoft.com
571.355.5347

v. **Financial Reporting**
Michael DiPlacido, Government Contract Manager
michael@vertosoft.com
484.620.4567

vi. **Accounts Payable**
Hannah Xiu, Chief Financial Officer
hannah@vertosoft.com
571.216.2502

vii. **Contracts**
Michael DiPlacido, Government Contract Manager
michael@vertosoft.com
484.620.4567

- *Define your standard terms of payment.*

  Vertosoft's payment terms are NET 30 and we accept both purchase orders and credit/procurement cards as forms of payment. When a credit card is used as a form of payment, we do require a call with our finance department to help reduce errors and fraud.

- *Who is your competition in the marketplace?*

  ImmixGroup, DLT, Carahsoft

- *Provide Annual Sales for last 3 years broken out into the following categories:*
  - *Cities / Counties*
  - *K-12*
  - *Higher Education*
  - *Other government agencies or nonprofit organizations*

- *What differentiates your company from competitors?*

  Vertosoft is committed to providing the highest quality of service to NCPA members through this contract. To facilitate this high level of service, Vertosoft maintains an ISO 9001:2015 certification that demonstrates Vertosoft's commitment to the highest level of excellence and customer satisfaction. Our Quality Management program supports our core business processes and provides the tools through which we measure, control, and improve these processes which include:
    - Maintaining product catalogs and price lists on different government contract vehicles.
    - Error free quoting to the government on behalf of our technology partners.
    - Efficient purchase order (PO) processing from our public sector customers.
    - Efficient PO delivery to our technology partners.
    - Accurate invoice creation for public sector customers for solutions delivered by our technology partners.
    - Customer satisfaction measurement with the overall procurement process experience through Vertosoft.

  Vertosoft's expertise is largely focused on emerging technology companies that are providing the most innovative and cutting-edge technology to public sector organizations. While some resellers try to offer as many products as possible and convince organizations this is valuable, they are unable to develop any sort of expertise or understanding of what they are selling, resulting in agencies getting a less than optimal solution. Vertosoft focuses on the best of the best and builds a deep understanding of those innovative products and how to employ those products to best meet the needs of the agency.

  Every public agency who buys from Vertosoft is assigned a Customer Success Manager (CSM). This CSM is a United States Citizen, and a resource for the agency to ensure the correct software was delivered, and they have quick and easy access to support from the software supplier if needed. The CSM acts a champion on behalf of the agency to the supplier to ensure the highest level of service.

- *Describe how your company will market this contract if awarded.*

  Vertosoft maintains a dedicated public sector sales team with multiple years of experience utilizing national contracts such as NCPA for our customers. Our sales team will partner with

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the NCPA marketing to educate public sector organizations in the value of using the contract and encourage them to utilize the vehicle for purchases.

Vertosoft's Software Manufacturer Partners have established national sales forces that include public sector entities. As part of our Partner's selling efforts into these entities they will encourage potential customers to use the contract to acquire the desired technology solution.

Within the first 14 days after award Vertosoft will issue a co-branded press release announcing the award and specific details of the contract. This will be combined with targeted social media postings to promote the use of the contract for eligible public sector organizations.

Within 30 days after award, Vertosoft will launch a dedicated web site with the NCPA standard logo. The website will have a copy of the original request for proposal, copy of the contract, summary of products being offered, marketing materials, and a link to NCPA website. Vertosoft will also include a dedicated toll-free number and email address for NCPA participating entities.

Within 60 days after award, Vertosoft will execute a dedicated email and contact campaign to notify existing and potential public sector agencies about the contract and provide guidance on how to leverage the contract in the future.

- *Describe how you intend to introduce NCPA to your company.*

  Within 7 days after award, Vertosoft Executive Leadership will sponsor a kick-off meeting with the Vertosoft sales team where the contract will be endorsed, and the sales team educated on the terms and conditions of the contract.

  In addition, a NCPA microsite will be created on Vertosoft's internal corporate Intranet. This will include key information about the contract, points of contact, how to use the contract to place an order, and the product catalog. This will be an ongoing tool to help the internal sales team leverage the contract on an ongoing basis.

  Withing 30 days after award, Vertosoft will meet with the individual public sector sales teams of the respective software manufacturers being offered to educate them on the terms and conditions. This will provide a force multiplier effect by having not only the Vertosoft sales team position the contract, but also having the software manufacturers position the contract as part of their sales cadence.

- *Describe your firm's capabilities and functionality of your on-line catalog / ordering website.*

  Vertosoft does provide our entire catalog of software and solutions on our website, and will be available under a public microsite dedicated to the NCPA contract.

  As Vertosoft specializes in software, we work directly with participating entities to identify the challenges they are trying to address, and we provide them with a potential solution that is part of our catalog of products. We inform the participating

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entity of an efficient procurement path via the catalog and execute the contract through their standard procurement process.

- *Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)*

  Vertosoft's national service center is in Leesburg, Virginia. The service center operates Monday – Friday between 8AM ET – 8PM ET and is staffed by US Citizens. Vertosoft does offer mission critical support services that would provide 24hr x 7 x 365 services if needed.

- *Green Initiatives (if applicable)*

  - *As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.*

  As a software distributor, Vertosoft has a naturally low impact on the environment. However, Vertosoft maintains a corporate Sustainability Policy which is provided below:

  Vertosoft LLC strives to be a leader in environmental sustainability and believes that a successful future for our business and the customers we serve depends on the sustainability of the environment, communities, and economies in which we operate.

  As a responsible corporate citizen, we bear a responsibility to consider the impacts of our actions and how they affect the environment both directly in terms of our own operation, and indirectly through our purchasing decisions, the products, and services we offer to our customers and the business opportunities we pursue.

  We are committed to minimizing the impact of our operations on the environment and to demonstrating leadership by integrating environmental considerations into all our business practices.

  We are committed to protecting the environment through responsible management of our operations and give appropriate weight and consideration to this environmental policy when making future planning and investment decisions.

  Vertosoft LLC will set targets and objectives, within the scope of the environmental management system, to achieve continual improvement and a sustainable development;

  Vertosoft LLC will establish and periodically review and report progress on objectives and targets in the pursuit of continual improvement in our environmental management system for the purpose of enhancing our environmental performance and ongoing prevention of pollution.

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Vertosoft LLC will minimize the environmental impacts of our own operations through best practice management of use of our energy, transportation, material consumption, water use, waste and emissions. Vertosoft will also encourage suppliers, subcontractors, retailers and recyclers of our products to adopt the same environmental principals as Vertosoft LLC;

Vertosoft LLC will raise employee awareness and support employee creativity and enthusiasm with respect to implementing our environmental policies, guidelines, programs, and initiatives. Vertosoft will also continually promote environmental awareness, responsibility, and best practices and to support the environmental sustainability culture of our company through education and in-house initiatives to reduce our environmental footprint.

- *Anti-Discrimination Policy (if applicable)*
  - *Describe your organizations' anti-discrimination policy.*

    As a federal contractor, it is the policy of Vertosoft LLC to take affirmative action as called for by applicable laws and executive orders to:
    - Provide equal employment opportunities to all qualified persons and recruit, hire, train, terminate, promote, and compensate persons in all jobs without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information or characteristics, protected veteran status, or other protected classifications in accordance with federal law.
    - Administer personnel actions in areas such as compensation, benefits, transfers, layoffs and recalls, Company-sponsored education training, tuition assistance, and social and recreational programs to ensure that no employees are discriminated against.
    - Ensure employment decisions are made in furtherance of the objective of equal employment including, but not limited to:
      - **Recruitment and selection**–Recruitment and hiring of all personnel is accomplished without discrimination against any individual whose status is protected by applicable state or local law.
      - **Promotion**–Individuals will be upgraded and promoted on the basis of their abilities, skills, and experience. The Company will undertake good faith efforts to ensure that minority and women employees, disabled individuals, and covered veterans, who are qualified, as well as those who become qualified through training, are considered for promotion.
      - **Transfers**–When vacancies occur, the Company will make every good faith effort to effect transfers of qualified minority and women employees, disabled individuals, and covered veterans, into areas where such employees may have been or may now be underutilized.
      - **Terminations**–When reductions in Company work force occur, they will be based on nondiscriminatory factors and make every good faith effort to ensure that minorities and women, disabled individuals, and covered veterans are treated in a nondiscriminatory manner.

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- *Vendor Certifications (if applicable)*
  - *Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.*



COMMONWEALTH OF VIRGINIA

DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY
101 N. 14th Street, 11th Floor
Richmond, VA 23219

VERTOSOFT LLC

is a certified Small
Business meeting all the requirements set forth under the Code of Virginia Section 2.2-16.1 et seq.
and Administrative Code 7VAC 13-20 et seq.

Certification Number: 725842
Valid Through: Apr 1, 2026

Accordingly Certified

Tracey G. Wiley, Director

CERTIFIED SWaM Small, Women and Minority-Owned
Supplier Diversity Strengthens the Commonwealth
by the Virginia Department of Small Business & Supplier Diversity

Tab 5 – Products and Services / Scope

Vertosoft is pleased to over NCPA and member agencies access our catalog of emerging and innovative technology companies. A partial list of those vendors and the value they bring has been listed below. These products span a wide range of technology categories including: Big Data and Analytics, Cybersecurity, Business Applications, Machine Learning/Artificial Intelligence, DevSecOps, and Training/Education. A detailed list of part numbers, along with pricing is found in the attached Pricing Spreadsheet.

Software

Alation	**Commercial-Off-the-Shelf (COTS) Software, Application Software** Alation is the data catalog where everyone in your organization can find the data they need to collaborate, automatically indexing your data by source. Alation automatically indexes your data by source. It also automatically gathers knowledge about your data. Like Google, Alation uses machine learning to continually improve human understanding.
AUTOMATION ANYWHERE Go be great.	**Commercial-Off-the-Shelf (COTS) Software, Application Software** Government agencies process large volumes of data and documents every day, much of it manually. Repetitive, manual processes slow down employees and the services they provide to the public. As agencies continue to modernize systems, Robotic Process Automation (RPA) can automate repetitive tasks, freeing agency employees to focus on the things only humans do well and not get burdened with monotonous tasks. With RPA from Automation Anywhere, government agencies can create a scalable, secure, and reliable intelligent Digital Workforce that is highly efficient and compliant with all federal mandates.
BeyondTrust	**Commercial-Off-the-Shelf (COTS) Software, Security Software** BeyondTrust is the worldwide leader in intelligent identity and access security, empowering organizations to protect identities, stop threats, and deliver dynamic access to empower and secure a work-from-anywhere world. Our integrated products and platform offer the industry's most advanced privileged access

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	management (PAM) solution, enabling organizations to quickly shrink their attack surface across traditional, cloud and hybrid environments. With a heritage of innovation and a staunch commitment to customers, BeyondTrust solutions are easy to deploy, manage, and scale as agencies evolve. BeyondTrust solutions are deployed in all cabinet level Federal Civilian agencies and over 100+ Defense Department environments. We are trusted across all 4 branches of the DoD, including the 4th estate, with ATO's both on the classified and unclassified side.
bizagi	**Commercial-Off-the-Shelf (COTS) Software, Software as a Service applications** Bizagi's industry-leading platform for low-code process automation connects people, applications, robots, and information. As the most business-friendly and flexible solution on the market, Bizagi's cloud-native platform enables true collaboration between business and IT, delivering faster adoption and success. Fueled by a community of millions of users, Bizagi powers over 400 enterprises worldwide.
Chainbridge TECHNOLOGIES	**Commercial-Off-the-Shelf (COTS) Software, Communication Software** Chainbridge Technologies started developing their first emergency management solutions in 2004, and today their planning, preparedness, response, and recovery systems are utilized by tens of thousands of emergency managers and responders across all levels of government and the private sector. Their innovative use of cloud, mobile, GIS, and social media technologies, combined with policy and operational subject matter expertise, is applicable to the full spectrum of emergency response missions encompassing both All-Hazard and CBRN incidents.
CLAROTY	**Commercial-Off-the-Shelf (COTS) Software, Security Software** Claroty's unified platform integrates with customers' existing infrastructure to provide a full range of controls for visibility, risk and vulnerability management, threat detection, and

	secure remote access. Backed by the world's largest investment firms and industrial automation vendors, Claroty is deployed by hundreds of organizations at thousands of sites globally. The company is headquartered in New York City and has a presence in Europe, Asia-Pacific, and Latin America.
DataRobot	**Commercial-Off-the-Shelf (COTS) Software, Application Software** DataRobot is the leader in enterprise AI, delivering trusted AI technology and ROI enablement services to global enterprises. DataRobot's enterprise AI platform democratizes data science with end-to-end automation for building, deploying, and managing machine learning models. This platform maximizes value to the mission by delivering AI at scale and continuously optimizing performance over time. The company's proven combination of cutting edge software and world-class AI implementation, training, and support services, empowers any organization – regardless of size, industry, or resources – to drive better business outcomes with AI.
DEVO	**Commercial-Off-the-Shelf (COTS) Software, Security Software** Devo is reinventing logging and security analytics as the next generation SIEM platform for the Public Sector. Devo enables you to ingest data from all your data sources, closing the visibility gap that puts your organization at higher risk. Security Operations integrates with your existing security ecosystem to enrich investigations with valuable context. Being able to seamlessly integrate all your data sources and ease your scaling worries. Devo exceeds your needs with none of the infrastructure management overhead. Stop worrying about search volume and concurrency. Devo supports thousands of always real-time concurrent queries. That's what confidence in a logging and security analytics platform feels like.
digital.ai	**Commercial-Off-the-Shelf (COTS) Software, Software for Engineering and Product Development**

	Digital.ai is the first enterprise value stream management platform that enables enterprises to focus on outcomes instead of outputs, create greater business value faster, and deliver secure digital experiences their users trust. The Digital.ai Value Stream Platform seamlessly integrates all the disparate tools and processes across the various DevOps initiatives, uses data and AI/ML to create connective tissue between them, and provides the real-time, contextual insights required to drive and sustain successful digital transformation. With Digital.ai, enterprises have the visibility they've been seeking to deliver value, drive growth, increase productivity, reduce security risks, and improve customer experience.
EcoInteractive	**Commercial-Off-the-Shelf (COTS) Software, Software as a Service applications** EcoInteractive provides industry-leading enterprise SaaS solutions to government transportation and environmental organizations nationwide. Our products support a diverse range of critical workflows for agencies planning our country's vast transportation infrastructure. Our software transforms data into integrated real-time insights that enable the management of transportation improvement projects worth hundreds of billions of dollars. Our SaaS solutions are also extensively utilized in integrating workflow and data sets for the management of environmental projects.
ENVEIL ENCRYPTED VEIL	**Commercial-Off-the-Shelf (COTS) Software, Security Software** Enveil is a pioneering data security company protecting Data in Use. Enveil's business-enabling and privacy-preserving capabilities for secure data search, sharing, and collaboration protect data while it's being used or processed – the 'holy grail' of data encryption. Powered by homomorphic encryption, Enveil's ZeroReveal® solutions provide Trusted Compute in Untrusted Locations™, allowing organizations to securely derive insights, cross-match, and search third-party data assets without ever revealing the contents of the search itself or compromising the security or ownership of the underlying data. Enveil is NIAP/CSfC-certified to deliver nation-state level protection to the global marketplace. Founded by U.S. Intelligence Community alumni

	with backgrounds in mathematics, algorithmics, and machine learning, Enveil is revolutionizing data security by addressing a Data in Use vulnerability that people have been chasing for more than 20 years.
ESPER	**Commercial-Off-the-Shelf (COTS) Software, Application Software** The first cloud-based software to manage the end-to-end policymaking process. Policymakers save time and resources with a single source of truth for all policymaking activity. Esper is a mission-driven group of technologists and policy experts passionate about improving the policymaking process in government.
harness	**Commercial-Off-the-Shelf (COTS) Software, Software for Engineering and Product Development** Harness is the industry's first end-to-end software delivery platform using AI/ML. The modular platform is comprised of Continuous Integration (CI), Continuous Delivery (CD), Cloud-Cost Management (CCM), Feature Flags, Security Test Orchestration (STO), Service Reliability Management (SRM), and Chaos Engineering (CE).
HCL	**Commercial-Off-the-Shelf (COTS) Software, Communication Software, Security Software, Application Software, Software for Engineering and Product Development, Database Software, Information Worker Software** HCL is a next-generation global technology company that helps enterprises reimagine their businesses for the digital age. Its technology products, services and engineering are built on four decades of innovation, with a world-renowned management philosophy, a strong culture of invention, and a relentless focus on customer relationships. HCL serves leading enterprises across key industries, including 250 of the Fortune 500 and 650 of the Global 2000.

iDocket	**Commercial-Off-the-Shelf (COTS) Software, Industrial Automation Software** iDocket offers public access to judicial information, e-Filing, e-Recording, and property records from an ever-increasing number of the nation's local governments. Among the government services offered is iDocket's innovative local government software for other judicial processes, such as arrest, indictment, and final adjudication. This was specifically designed for government officials, including Judges, Sheriffs, District/County Attorneys, County/District Clerks, and Justices of the Peace.
IMMERSIVELABS	**Commercial-Off-the-Shelf (COTS) Software, Educational Software** 77% of security leaders say that gamification could be used to make their organization safer. Instead of checkbox training that's forgotten in days, our technology uses game mechanics and encourages creativity to meet objectives relevant to a user's role. Immersive Labs contains hundreds of cyber skill experiences and content for red teams, penetration testers and ethical hackers. And we're always adding more powered by the very latest threat intelligence.
KEEPER	**Commercial-Off-the-Shelf (COTS) Software, Security Software** Keeper is the ultimate cybersecurity and productivity application that protects every remote employee and all their devices against password-related data breaches and cyberthreats. Secure your business passwords to prevent data breaches, improve employee productivity and meet compliance standards.
MyWorkDrive	**Commercial-Off-the-Shelf (COTS) Software, System Software** MyWorkDrive provides a software-only, on-premises solution for secure remote file access from anywhere for any device. Users gain access in minutes without Sync, VPN, RDP or migrating data. MyWorkDrive is for IT leaders looking for a cloud-like file sharing solution that has ransomware protection & DLP, facilitates data governance compliance (FIPS, HIPAA, FINRA, GDPR), enhances Office 365 real-time

	online collaboration, with a lower TCO. They give you easy, secure remote access to your organization's files using your server storage with no security worries about your data being in the cloud or syncing down to remote computers.
OPENGOV	**Commercial-Off-the-Shelf (COTS) Software, Application Software** OpenGov is the leader in budgeting and performance for the public sector whose mission is to power a more effective and accountable government. We offer three easy-to-use cloud-based software solutions that transform how governments budget, measure performance, and engage the public. With OpenGov, agencies can make more informed decisions and drive better outcomes for the public.
PublicInput	**Commercial-Off-the-Shelf (COTS) Software, Application Software** PublicInput helps you increase public engagement and communication with your community, while reducing your workload burdens with an integrated solution.
Red Hat	**Commercial-Off-the-Shelf (COTS) Software, System Software, Software as a Service applications, Software for Engineering and Product Development** Red Hat delivers hardened, open source solutions that make it easier for enterprises to work across platforms and environments, from the core datacenter to the network edge. By operating transparently and responsibly, we continue to be a catalyst in open source communities, helping you build flexible, powerful IT infrastructure solutions.
SOMA GLOBAL	**Commercial-Off-the-Shelf (COTS) Software, Industrial Automation Software** Since 2017, SOMA Global has been a leading provider of cloud-native critical-response public safety software solutions. SOMA's team of public safety veterans and mission-driven developers are focused on enabling agency partners to focus on what matters most, fulfilling their mission in the communities they serve. Through world-class customer service in combination with

	SOMA Telos™ and SOMA Global's modern-cloud software solutions, operations are a unified ecosystem of pre-built applications, workflows, automations and data interoperability that can be rapidly configured based on the specific needs of your agency and community.
StreamSets	**Commercial-Off-the-Shelf (COTS) Software, Application Software** At StreamSets, a Software AG company, their mission is to ensure data engineering teams thrive in today's world of constant change. Streamsets does this by embedding the DataOps philosophy of "continuous data for the connected enterprise" into the StreamSets DataOps Platform. StreamSets empowers data engineers to build, run, monitor, and manage smart data pipelines for modern analytics. StreamSets is the only data integration platform that provides a single design experience for all design patterns for 10x greater developer productivity; smart data pipelines that are resilient to change for 80% less breakages; and a single pane of glass for observing and monitoring all pipelines to eliminate blind spots and control gaps. With StreamSets, you can deliver continuous data for modern analytics and hybrid integration in a world of constant change.
Swiftly	**Commercial-Off-the-Shelf (COTS) Software, Industrial Automation Software** Swiftly is a single platform to unify your public transit data. Swiftly's products combine to form a single, powerful platform that centers your transit agency on the industry's most accurate data. Swiftly's cloud infrastructure and subscription model simplify how agencies build their transit data stack. Agencies may choose only the products they need, access them from anywhere, and use them with the hardware of their choice.
ThirdLine	**Commercial-Off-the-Shelf (COTS) Software, Application Software** ThirdLine was founded by former city and county internal audit analysts and data scientists, along with public accounting professionals. ThirdLine integrates with municipal ERP systems and combines the power of 400 analytics across 10

	modules to expedite audits, monitor operations, and find fraud, waste, and abuse.
Tricentis	**Commercial-Off-the-Shelf (COTS) Software, Application Software** Tricentis is a global leader in enterprise continuous testing. The Tricentis AI-based, continuous testing portfolio of products provide a new and fundamentally different way to perform software testing. An approach that's totally automated, fully codeless, and intelligently driven by AI. It addresses both agile development and complex enterprise apps, enabling enterprises to accelerate their digital transformation by dramatically increasing software release speed, reducing costs, and improving software quality. Widely credited for reinventing software testing for DevOps, cloud, and enterprise applications, Tricentis has been recognized as a leader by all major industry analysts, including Forrester, Gartner, and IDC.
UDACITY	**Commercial-Off-the-Shelf (COTS) Software, Training** Udacity is a global, online training platform powering digital transformation and accelerated time-to-market initiatives for Public Sector, Fortune 500 and Global 2000 enterprises. Udacity programs provide industry-created practitioner skills through a series of "Nanodegree" programs consisting of online courses and real-world projects in artificial intelligence, machine learning, data science, autonomous systems, and cloud computing among other disciplines. In partnership with Udacity's experts, they will co-design a tailored transformation journey to solve acute workforce challenges to deliver next-level business results.
vArmour	**Software, Commercial-Off-the-Shelf (COTS) Software, Security Software** vArmour is the leading provider of Application Relationship Management software. Enterprises around the world rely on vArmour to discover, observe, and control relationships between every user, every application, and across every environment to reduce risk and increase resiliency — all without adding new agents or infrastructure.

VIRTUALITICS	**Software, Commercial-Off-the-Shelf (COTS) Software, Application Software** Virtualitics, Inc. operates a platform to merge artificial intelligence, big data, and virtual/augmented reality. Its platform enables users to visualize and understand data; and provides shared virtual office to analyze data, and present and discuss insights. Powered by a suite of AI-enabled products, Virtualitics provides a rapidly deployable end-to-end solution that quickly preprocesses and fuses data sources, builds predictive AI models, and leverages our best-in-class data analytics and visualization platform for exploration and collaboration in either desktop or virtual reality.
VL VISUAL LEASE	**Commercial-Off-the-Shelf (COTS) Software, Application Software** Visual Lease is the #1 lease optimization software. We empower organizations to transform their lease accounting compliance requirements into financial opportunities. We have a passion for simplifying the complex. We are committed to ongoing innovation and unparalleled customer service. We help our customers transform lease compliance requirements into opportunities for hard- and soft-dollar savings.
workiva	**Commercial-Off-the-Shelf (COTS) Software, Application Software** Workiva created Wdesk, a cloud-based platform that modernizes how people work within thousands of organizations worldwide. With Wdesk, there's no switching back and forth between different versions. Instead, users are able to collaborate in real-time, mitigate risk, and improve productivity. Wdesk gives users the confidence they need to make data-driven decision across the enterprise. Workiva brings together everything you need—teammates, datasets, and data sources—so you can work better in the cloud. Wherever you are, whatever you're doing. Automate what's slowing you down. Focus on what fires you up.

ZIMPERIUM.	**Commercial-Off-the-Shelf (COTS) Software, Security Software** Zimperium, Inc. is a global leader in mobile device and app security, offering real-time, on-device protection against both known and unknown threats on Android, iOS and Chromebook endpoints. The company was founded under the premise that the then current state of mobile security was insufficient to solve the growing mobile security problem. At the time, most mobile security was a port from traditional endpoint security technologies.

Services

Category	Services
Financial	Reporting Automation - Comprehensive Annual Financial Report (CAFR)
Financial	Reporting Automation – Financial Statements
Financial	Reporting Automation – Budget Book
Financial	Reporting Automation – Budget Simulations
Financial	Accounting Automation – Automated Reconciliations
Financial	Accounting Automation – Robotic Process Automation
Cloud	Managed Cloud Services
Cloud	Cloud Governance – Compliance, Financial Management
Cloud	Application Modernization
Cloud	Cloud Readiness Advisory
Machine Learning	App Accelerators
Machine Learning	Data Operations Pipeline
Machine Learning	Enhanced Robotic Process Automation – BOT development
Cybersecurity	Software Bill of Materials (SBOM) creation
Cybersecurity	Secure software supply chain risk management
Financial Service Offerings	Fair Market Value Lease
Financial Service Offerings	Purchase Option Lease
Financial Service Offerings	Payment Agreements
Financial Service Offerings	Direct and Indirect Financing

Warranty

Each software supplier provides their own Warranty that is provided to a public sector agency at the time of purchase. These warranties, and end user licensing agreements are available for review if so desired.

Tab 6 – References

Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Email
- Years Serviced
- Description of Services
- Annual Volume

Tab 7 – Pricing

Please see the attached pricing sheet that was submitted electronically via the Bonfire portal.

Tab 8 – Value Added Products and Services

Presales Engineering Talent

Vertosoft's focus on emerging and innovative technologies are supported by experienced technical resources to identify the best overall solution for NCPA members. Vertosoft Account Managers are trained presales specialists who focus on specific technology domains such as Cloud Computing, Machine Learning and Artificial Intelligence, Cybersecurity, and Big Data and Analytics. Partnered with dedicated engineering resources from the software supplier, Vertosoft can provide NCPA members important insights about the technology solutions to best meet the member's needs.

Quality and Responsiveness

Vertosoft maintains an ISO 9001:2015 certification that demonstrates Vertosoft's commitment to the highest level of quality and customer satisfaction. Our Quality Management program supports our core business processes and provides the tools through which we measure, control, and improve these processes which include:

- Maintaining product catalogs and price lists on different government contract vehicles.
- Error free quoting to the government on behalf of our technology partners.
- Efficient purchase order (PO) processing from our government customers.
- Efficient PO delivery to our technology partners.
- Accurate invoice creation for government customers for solutions delivered by our technology partners.
- Payments to our technology partners upon payment from the government.
- Customer satisfaction measurement with the overall procurement process experience through Vertosoft.

Dedicated Customer Success Management Team

Vertosoft will assign a dedicated Customer Success Manager (CSM) team to NCPA members. The assigned CSM team will all be US citizens with knowledge of the different software manufacturer's software entitlement systems, license management processes, and technical support systems. Vertosoft provides a dedicated 1-800 number and email address that will connect participating entities directly with the dedicated CSM team.

The CSM will be able to provide NCPA and participating entities with the following benefits:

- Software Entitlement management support
- Customized license reporting and usage
- Service Desk Management Portal – ability to open and manage service tickets with Vertosoft CSM team
- Technical Outreach and Advisory Sessions

Vertosoft's CSM team will assist NCPA and participating entities with tracking the usage for each product. The CSM team will provide NCPA metrics on the calls/emails into the Vertosoft 1-800 and dedicated email address along with open/closed service tickets to help NCPA understand the volume and scale of support being requested and provided. Vertosoft will also provide NCPA participating entities with access to VertoDesk, which is a software entitlement portal where assigned participating entities can see the list of current software entitlements.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Marketing and Training

Each of the software suppliers supported by Vertosoft provide complimentary webinars to NCPA member agencies to help them better understand different features within the tool, so that agencies can maximize the investment in the technology.

Vertosoft also hosts 'Tech-Days' where we bring emerging technology suppliers to our public sector customers where they can engage in technical deep dives, learn about product roadmaps, and get key industry updates and insights.

Within the first 14 days after award Vertosoft will issue a co-branded press release announcing the award and specific details of the contract. This will be combined with targeted social media postings to promote the use of the contract for eligible public sector organizations.

Within 30 days after award, Vertosoft will launch a dedicated web site with the NCPA standard logo. The website will have a copy of the original request for proposal, copy of the contract, summary of products being offered, marketing materials, and a link to NCPA website. Vertosoft will also include a dedicated toll-free number and email address for NCPA participating entities.

Within 60 days after award, Vertosoft will execute a dedicated email and contact campaign to notify existing and potential public sector agencies about the contract and provide guidance on how to leverage the contract in the future.

Secure Software Supply Chain

Executive Order 14028, "Improving the Nation's Cybersecurity" called to establish baseline security standards for development of software. As part of this effort, Vertosoft is working with our suppliers to develop a 'software bill of materials' (SBOM) to help public sector agencies better understand the nested libraries that make up the software components they are using.

Minority and Women Business Enterprise (MWBE) and HUB Participation

Vertosoft believes that a diverse supplier base is important to our overall success as an organization. This is evident by hundreds of service and resell partners that Vertosoft works with around the country that are either minority, women owned, service disabled veteran, certified 8(a), or HUB Zone companies. These partners compliant our software supplier's diversity programs and help public sector agencies meet their own goals for diversity.

Government Financing and Structured Payment Plans

Vertosoft offers extended payment plans and subscription billing for technology purchases to help align structured payments to government program budgets while meeting government guidelines. Vertosoft's deep understanding of the government acquisition process allow us to provide the government with simplified terms and conditions and flexible payment options. We also can provide utility-based pricing and quarterly or monthly subscription billing for cloud-based SaaS software.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Tab 9 – Required Documents

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension”, as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIRMENTS

Contractor Certification
Contractor's Employment Eligibility
By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran
In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"*, therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror	Vertosoft LLC
Address	1602 Village Market Blvd SE Suite 320
City/State/Zip	Leesburg, VA 20175
Authorized Signature	Chet Hayes
Date	03/22/2023

ANTITRUST CERTIFICATION STATEMENTS
TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name	Vertosoft LLC
Address	1602 Village Market Blvd SE Suite 320
City/State/Zip	Leesburg, VA 20175
Telephone Number	571.707.4137
Fax Number	
Email Address	chet@vertosoft.com
Printed Name	Chet Hayes
Title	Chief Technology Officer
Authorized Signature	Chet Hayes

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

https://www.usa.gov/local-governments

Contract With Vertosoft, LLC to Obtain and Implement the OpenGov Permitting, Licensing & Code Enforcement Software

Final Audit Report 2025-07-23

Created:	2025-07-23
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAzqqo5wt7OlwERisu0be8Q2V_kr9goosH

"Contract With Vertosoft, LLC to Obtain and Implement the OpenGov Permitting, Licensing & Code Enforcement Software" History

Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-07-23 - 3:26:01 PM GMT- IP address: 98.97.116.171

Document emailed to HEATHER LAMBOY (hllamboy@santafenm.gov) for signature
2025-07-23 - 3:33:20 PM GMT

Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature
2025-07-23 - 3:33:21 PM GMT

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-07-23 - 3:33:21 PM GMT

Document emailed to Eric Candelaria (edcandelaria@santafenm.gov) for signature
2025-07-23 - 3:33:21 PM GMT

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-07-23 - 3:33:22 PM GMT

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-07-23 - 3:33:22 PM GMT

Document emailed to edmontoya1@santafenm.gov for signature
2025-07-23 - 3:33:23 PM GMT

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Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

Signature Date: 2025-07-23 - 3:33:49 PM GMT - Time Source: server- IP address: 98.97.116.171

Email viewed by Eric Candelaria (edcandelaria@santafenm.gov)

2025-07-23 - 3:50:47 PM GMT- IP address: 104.47.64.254

Document e-signed by Eric Candelaria (edcandelaria@santafenm.gov)

Signature Date: 2025-07-23 - 3:51:29 PM GMT - Time Source: server- IP address: 63.232.20.2

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)

2025-07-23 - 3:52:02 PM GMT- IP address: 104.47.65.254

Document declined by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)

Decline reason: Purchases cannot be made from object 563100 - that line is only there to pay ITT for costs they incur on behalf of other Departments. If this is going to be paid by ITT and charged back to PLU or whoever, the ITT org/object needs to be on the memo.
2025-07-23 - 3:53:43 PM GMT- IP address: 63.232.20.2

Contract With Vertosoft, LLC to Obtain and Implement the OpenGov Permitting, Licensing & Code Enforcement Software

Interim Agreement Report 2025-07-25

Created:	2025-07-24
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAnMp2HJaqgDACA91saggc6rLu7rmqv42N

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"Contract With Vertosoft, LLC to Obtain and Implement the OpenGov Permitting, Licensing & Code Enforcement Software" History

Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-07-24 - 5:47:02 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-07-24 - 6:01:32 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-07-24 - 8:00:08 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-07-24 - 8:00:25 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to HEATHER LAMBOY (hllamboy@santafenm.gov) for signature
2025-07-24 - 8:00:28 PM GMT

Email viewed by HEATHER LAMBOY (hllamboy@santafenm.gov)
2025-07-24 - 8:00:49 PM GMT- IP address: 104.47.65.254

Document e-signed by HEATHER LAMBOY (hllamboy@santafenm.gov)
Signature Date: 2025-07-24 - 8:01:09 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-07-24 - 8:01:12 PM GMT

Email viewed by ANDREA PHILLIPS (akphillips@santafenm.gov)

2025-07-24 - 8:18:31 PM GMT- IP address: 104.47.64.254

CITY OF SANTA FE

The Purchasing Memo

Date: June 19, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Allan Mantle: Airport Operations Manager; apmantle@santafenm.gov; 505-470-8740

Via: Jimmy Gunn: Interim Airport Director

Subject: Diesel and Gasoline Fuel Truck for Airport

Vendor Name: Skymark

Munis Vendor Number: 11034

ITEM AND ISSUE:

The Airport Department respectfully requests your review and approval of the purchase of a 1,400gal. diesel and gasoline fuel truck in the total amount of $254,541 from Skymark Refuelers.

BACKGROUND AND SUMMARY:

The Airport Department needs to purchase a split diesel and gasoline fuel truck in order to be able to remotely fuel generators and heavy equipment around the airport, especially generators for stationary facilities. Having this vehicle will save the airport costs on labor and fuel fees over time. This vehicle can also be used to support other city facilities during city-wide emergencies.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Airport Fund / 545

Munis Org Name/Number: Airport Operating / 5456050

Munis Object Name/Number: Equipment /Vehicles over 1.5 tons GVW > 5K / 571000

Budget Officer / Designee: Andy Hopkins **Date:** 07/09/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop

The contract between GSA and Skymark Refuelers [47QMCA20D0010] expires on Jan 5, 2030.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 07/11/2025

CPO Comment/Exceptions: GSAs are: NMSA 1978, Section 13-1-129

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

Approval: Josie Bolden **Title:** Controller **Date:** 07/09/2025

Comment/Exceptions: PS- I noticed that the vehicle section is checked as "no" however, this is a type of vehicle that is being purchased, which contradicts the checked box for vehicle - JB

ATTACHMENTS:

GSA Memo
Procurement document: GSA Master Agreement
Vendor's Quote

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

MEMORANDUM

Date: June 18, 2025

To: SkyMark Refuelers, LLC

Attn: **Mike Ellis**

From: *Travis Dutton-Leyda, Chief Procurement Officer*, City of Santa Fe Purchasing Division
RE: GSA Contract 47QMCA20D0010, **MAS Contract**

The City of Santa Fe by mutual agreement between the City and SkyMark Refuelers, LLC is willing to enter into a GSA price agreement based on the following requirements:

1. Provide an updated Federal Supply Schedule to include current or updated contract dates.

2. *Purchases based on 13-1-129 (A)(1) NMSA 1978:* The Contractor is willing to extend their GSA pricing, terms and conditions to the City of Santa Fe at prices equal to or less than the contractor's current federal supply contract price (GSA), providing the contractor has indicated in writing a willingness to extend such contractor pricing, terms and conditions to the City of Santa Fe and the purchase order adequately identifies the contract relied upon.

Please respond by completing the information below. Check the proper box, fill in the requested information, including signature, scan and upload to the email you received with this request.

☒ **I agree to extend and/or renew the above referenced GSA price agreement.**

☐ **I DO NOT agree to extend and/or renew the above referenced GSA price agreement.**

Mike Ellis, Chief Business Development Officer
Print Name, Title

mellis@skymarkrefuelers.com
Email Address

Signature

6/18/25
Date

SkyMark Refuelers, LLC
Company Name

4001 E. 149th St, Suite B, Kansas City, MO 64147
Address

Cc: Travis Dutton-Leyda, Chief Procurement Officer
Procurement File

Expect More. We Deliver!

GSA Schedule
Contract # 47QMCA20D0010

EFFECTIVE 1/21/2025

GENERAL SERVICES ADMINISTRATION
TERMS AND CONDITIONS
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

SkyMark Refuelers, LLC
4001 E. 149th Street, Suite B
Kansas City, MO 64147
www.skymarkrefuelers.com

Contract Negotiator: Mike Ellis
Phone: 913-653-8112
Email: mellis@skymarkrefuelers.com

GSA Schedule Number: MAS
GSA Contract: 47QMCA20D0010
Contract Period: January 6, 2020 through January 5, 2030
Cage Code: 6Y0N0
Fed Id: 46-1814185

CUSTOMER INFORMATION:
1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded prices
336211/3361V

1b. Identification of the lowest priced model number and lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply

Refer to awarded GSA Schedule Contract Pricelist, which can be found on Page 4 below.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functions responsibility and education for these types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate not applicable for this item.
Not applicable

2. Maximum Order for each SIN: **$5,000,000.00**

3. Minimum Order for each SIN: **$50,000.00**

4. Geographic Coverage (delivery area): **Domestic**

5. Points of Production
Kansas City, MO and Findlay, OH

6. Discount from list prices or statement of Net Price
Prices shown are Net Government Awarded Discount

7. Quantity Discounts
336211/3361V Refer to attached awarded GSA Schedule Contract Pricelist

8. Prompt Payment Terms: **0%, Net 30**

9. Foreign Items: **Not applicable**

10a. Time of Delivery
Delivery timeframe (ARO) varies by model in a range from 150 to 180 days

10b. Expedited Delivery: **Not available**

10c. Overnight and 2-Day Delivery: **Not available**

10d. Urgent Requirements: **Not available**

11. FOB Points: **Destination or Origin**

12a. Ordering Address
SkyMark Refuelers, LLC
4001 E. 149th Street, Suite B
Kansas City, MO 64147

12b. Ordering Procedures
Contract or Signed Confirmation of Order

13. Payment Address(es)
SkyMark Refuelers, LLC
4001 E. 149th Street, Suite B
Kansas City, MO 64147

14. Warranty Provision
Chassis warranty offered through manufacturer typically 3-5 years
Tank warranty offered through manufacturer typically 5-10 years
One year workmanship warranty

15. Export Packing Charges (if applicable)
Varies

16. Terms and conditions of rental, maintenance, and repair (if applicable)
Not applicable

17. Terms and Conditions of Installation (if applicable)
Not applicable

18a. Terms and Conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable)
Not applicable

18b. Terms and Conditions for any other services (if applicable)
Not applicable

19. List of Service and Distribution Points
Not applicable

20. List of Participating Dealers (if applicable)
Not applicable

21. Preventive Maintenance (if applicable)
Not applicable

22a. Special attributes such as environmental attributes
Not applicable

22b. Section 508 Compliance
Not applicable

23. Unique Entity Identifier (UEI) number
KH9KNSVA8JAN22

24. Notification regarding registration in The SAM database

Contractor is registered with The SAM database
Cage Code: 6Y0N0

Effective Date 1/21/25

MFR PART NO	PRODUCT NAME	COMMERCIAL LIST PRICE	GSA(%) DISCOUNT (exclusive of the .75% IFF)	DISCOUNT PRICE OFFERED TO GSA (including IFF)	QUANTITY/VOLUME DISCOUNT
10K-Jet Refueler-MIL	10,000 Gallon Jet Refueler	$585,090.00	1%	$583,616.22	2 or more units = 2% 5+ units = 3%
7K-Jet Refueler-MIL	7,000 Gallon Jet Refueler	$333,740.00	1%	$332,899.35	2 or more units = 2% 5+ units = 3%
6K-Jet Refueler-MIL	6,000 Gallon Jet Refueler	$328,240.00	1%	$327,413.20	2 or more units = 2% 5+ units = 3%
5K-Jet Refueler-MIL	5,000 Gallon Jet Refueler	$299,640.00	1%	$298,885.24	2 or more units = 2% 5+ units = 3%
3K-Jet Refueler-MIL	3,000 Gallon Jet Refueler	$255,640.00	1%	$254,996.07	2 or more units = 2% 5+ units = 3%
3K-GSE Refueler-MIL	3,000 Gallon GSE Refueler	$257,290.00	1%	$256,641.91	2 or more units = 2% 5+ units = 3%
2K-GSE Refueler-MIL	2,000 Gallon GSE Refueler	$252,890.00	1%	$252,253.00	2 or more units = 2% 5+ units = 3%
1.2K-GSE Fuel Truck-MIL	1200 Gallon GSE Refueler	$169,290.00	1%	$168,863.58	2 or more units = 2% 5+ units = 3%
3600 Gallon Vacuum Truck-MIL	3600 Gallon Aluminum Vacuum Tank	$244,250.00	1%	$243,634.76	2 or more units = 2% 5+ units = 3%
800 GPM-Hydrant Dispenser-MIL	Hydrant Dispenser	$264,990.00	1%	$264,322.52	2 or more units = 2% 5+ units = 3%

450 GPM-Hydrant Cart-MIL	Hydrant Cart	$86,790.00	1%	$86,571.39	2 or more units = 2% 5+ units = 3%
Rail Service Truck with Grapple-MIL	Rail Truck with Grapple	$408,320.00	1%	$407,291.49	2 or more units = 2% 5+ units = 3%
Rail Service Truck with Flatbed-MIL	Flatbed Hi-Rail truck	$262,915.00	1%	$262,252.75	2 or more units = 2% 5+ units = 3%
1K-Avgas Refueler-MIL	1,000 gallon Avgas truck	$169,290.00	1%	$168,863.58	2 or more units = 2% 5+ units = 3%

4001 East 149th Street, Suite B
Kansas City, MO 64147
PH 913-653-8100

Mr. Allan Mantle
City of Santa FE Regional Airport

June 18, 2025

Quote Table:	SkyMark Dual Compartment / Dual Pumping GSE Refuelers Capacities: Model #1 = 1400 Gallons / Model #2 = 2000 Gallons / Model #3 = 3000 Gallons	
	Standard Tank Capacities and Standard Fueling Configurations	• Model #1: 1,400 Gallons *(800 / 600 Split)* / *Rear Delivery* • Model #2: 2,000 Gallons *(1000 / 1000 Split)* / *Side Delivery* • Model #3: 3,000 Gallons *(1500 / 1500 Split)* / *Side Delivery*

Section #1: 'BASE UNIT' PRICE:	**SkyMark 'Base Model' Dual Compartment GSE Refueler**
+ Section #2: ADD: Selected Options:	**Customer To Review & Confirm Options** *See Section #2*



1400 Gallon GSE Refueler, Rear Deck, RAM/Ford



2000 Gallon GSE Refueler, Side Cabinet, Navistar

Section #1: Summary Quote: SkyMark 'Base' 1400 Gallon GSE Refueler (Dual Products / Dual Pumping)

Item	Qty.	General Description		Unit Price
1	1	'Base Model' GSE Refueler:	1400 Gallons / 2-Compartment / Dual Product / GSE	
		'Base' / Standard Chassis:	Ford F-550 or RAM 5500, gas engine, auto. transmission.	
		ADD: Optional Diesel Chassis:	Optional Diesel Engine Chassis is Available *See Sect. #2*	
		Standard Product Tank:	1400 Gallons (Split 800 / 600), aluminum, US DOT-406.	
		ADD: Optional Larger Tanks:	Optional Larger Tank Capacity is Available *See Sect. #2*	
		Standard Flow System:	Dual (2) 30 GPM flow systems / (1 for gas + 1 for diesel).	
		Standard Configuration:	Includes (2) isolated systems + (2) dispensing reels + (2) flow meters + (2) canister filters;	
		Customer Selected Options:	Customer to Review and Confirm Options *See Sect. #2*	
1	**1**	**Sub Total / Unit Price: SkyMark 'Base' 1400 Gallon GSE Refueler GSA Pricing**		**$ 224,641**
ADD: Customer Selected Common Options		**ADD: Customer Selected Options / *(Confirm Yes or No)*** *See Section #2*		**$ 33,900** *Selected Options, See Section #2*
		DISCOUNT for Customer for Quote Prior to Latest GSA Pricing Increase		**($ 4,000)**
TOTAL		**Unit Price: 1400 Gallon GSE Refueler + *Includes Selected Options*** *FOB Delivered to Location*		**$ 254,541** + *Includes Selected Options (See Section #2, Attached)*

… See List of Options (Attached) …

Section #2: Customer Selected Options: Customer To Confirm YES or NO From Available Options Below

Customer Selected Options: Customer to Confirm YES or NO From Options Below				Confirm Options Below (Select YES or NO)		
Item	**Qty.**	**General Description**		**Unit Price**	**Options**	
Sub Section #2.1: List of Most Common Options Below / *Options Marked 'YES' Are Included*						
Opt. 1	**1**	**Air Conditioning**:	Factory air conditioning included on Ford & RAM *(option on International)*	**$ No Charge**	**YES**	
Opt. 2	**1-set**	**Aluminum chock holder**:	Optional aluminum chock block holder w/ new wheel chocks.	**$ 450**	**YES**	**NO**
Opt. 3	**1-kit**	**(1) Back-up camera**:	Optional (1) back-up camera system w/ an in-cab color monitor.	**$ 750**	**YES**	**NO**
Opt. 5	**1**	**Aluminum storage box**:	Optional 14" x 14" x 24" lockable aluminum storage box.	**$ 800**	**YES**	**NO**
Opt. 4	**1-kit**	**Chassis speed limiter**:	Optional chassis speed limiting system (to limit speed to 25 mph).	**$ 800**	**YES**	**NO**
Opt. 6	**1**	**Ticket printer**:	Optional electric ticket printer installed.	**$ 1,750**	**YES**	**NO**
~~**Opt. 7**~~	~~**1**~~	~~**Product recovery tank**:~~	~~Optional product recovery tank w/ gauge, fill opening, drain valve.~~	~~**$ 1,750**~~	**YES**	**NO**
~~**Opt. 8**~~	~~**1-kit**~~	~~**Wireless data transfer**:~~	~~Optional wireless data transfer kit including cellular modem.~~	~~**$ 2,000**~~	**YES**	**NO**
Opt. 9	**2ea**	**(2) product tank gauging systems**:	Optional (2) independent electronic tank gauges (1 per tank compartment). *(tank gauging to be combined and integrated into TCS-3000s - see below)*	*$2,000 x 2 =* **$ 4,000**	*2 tank gauges* **YES**	**NO**
Opt. 10	**2ea**	**(2) electronic registers w/ digital displays**:	Optional (2) TCS-3000 electronic registers w/ large number displays. *(in lieu of mechanical registers on 'standard model' GSE refuelers).*	*$3,500 x 2 =* **$ 7,000**	*2ea. registers* **YES**	**NO**
Sub Section #2.2: Additional Miscellaneous Options Available / *Options Marked 'YES' Are Included*						
Opt. 11	**1-kit**	**Stage 1 Vapor Recovery**:	Optional Stage 1 vapor recovery is available / *(gasoline compartment only)*.	**$ 1,200**	**YES**	**NO**
Opt. 12	**2ea**	**Scully Overfull Systems**:	Optional two (2) secondary Scully overfill systems are available. *($1,000 per tank compartment x 2 tank compartments = $2,000).*	*$1,000 x 2 =* **$ 2,000**	*2ea Scully* **YES**	**NO**
~~**Opt. 13**~~	~~**1-kit**~~	~~**Bi-Line top-of-tank fall protection system**:~~	~~Optional Bi-Line top-of-tank fall protection system included (includes dual stainless cables installed on top-of-tank along with 1 safety harness/belt).~~	~~**$ 3,500**~~	**YES**	**NO**
Opt. 14	**1**	**Freight to Location**	**Optional delivery to the end location**	**$ 4,000**	YES	
Opt. 15	**1**	**Aluminum cone holder**	Optional built in aluminum cone holder is included	**$ 150**	YES	
Sub Section #2.3: Optional Diesel Engine (In Lieu of Gas), and Optional Larger Capacity Tanks						
Opt. 16	**1**	**Optional diesel engine & emissions**:	Optional diesel engine & emissions package is available. *(in lieu of gasoline engine on 'standard model' GSE refuelers).*	**$ 11,000**	**YES**	**NO**
~~**Opt. 17**~~	~~**1**~~	~~**2000 Gallon Capacity**:~~	~~Optional upgrade to 2000-gallon capacity (1000 / 1000 split tank). *(Includes larger capacity tank and a heavier rated GVWR chassis).*~~	~~**$ 24,000**~~		**NO**
~~**Opt. 18**~~	~~**1**~~	~~**3000 Gallon Capacity**:~~	~~Optional upgrade to 3000-gallon capacity (1500 / 1500 split tank). *(Includes larger capacity tank and a heavier rated GVWR chassis).*~~	~~**$ 28,000**~~		**NO**
Sub Total: Section #2: Customer Selected Options Above ……..				**$ 33,900** *(Sub Total, Selected Options*		

Continued…

Order Confirmation, and Payment Terms: A signed Confirmation of Order is required to secure your order, along with a 30% non-refundable deposit. Balance of payment is due when refueler is completed at SkyMark, and prior to shipment from factory.

Painting & Decals: Aluminum tank to remain in natural polished finish, chassis cab to remain in factory white. Equipment to be painted with the polyurethane. Safety placards, product decals, and operating decals will be installed.

Quote Validity: Quote is valid for 60 days.

Freight to Customer: Unit quoted FOB SkyMark factory. Inland/ocean freight is additional and is not included in the quoted price.

Taxes / Duties: All unknown tariffs, sales taxes, FET and duties, if applicable, are additional and are not included in pricing. The customer is obligated to remit state and local use tax on equipment purchase price if equipment is used in a taxable manner.

Completion Schedule: Approximately 150 days after receipt of an order

In-Service / Training: In-service is additional. If requested, SkyMark will dispatch technician for an additional charge.

Respectfully submitted,

Mike Ellis

SkyMark Refuelers, LLC

Governing Body Purchase Packet Skymark Refueler-Revision 1

Final Audit Report 2025-07-11

Created:	2025-07-08
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAW4_NQZJ_31fQqUqzKxYkrBxY9u2WOktt

"Governing Body Purchase Packet Skymark Refueler-Revision 1 " History

Document created by Kristy Miera (kamiera@santafenm.gov)
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Signer jdgunn@santafenm.gov entered name at signing as Jimmy Gunn
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Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)

Signature Date: 2025-07-11 - 9:15:36 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-07-11 - 9:15:36 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: June 20, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Micheal Dozier, Waste management Director

Via: LeRoy Alvarado Operations Supervisor LeRoy Alvarado
LeRoy Alvarado (Jun 20, 2025 08:38 MDT)

Subject: On Call Operation and Maintenance Support Services **(FY26)**

Vendor Name: Southwest Water Works LLC.

Munis Vendor Number: 10737

ITEM AND ISSUE:

The Wastewater Management Division respectfully requests your review and approval of a Statewide Price Agreement in the total amount of $432,750 including tax for Operation and maintenance services with Southwest Water Works LLC for a term of one year.

Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $432,750 from the Wastewater Enterprise Fund to Professional Contracts.

CONTRACT NUMBER: 3250639

BACKGROUND AND SUMMARY:

The Paseo Real Wastewater treatment plant has been experiencing staffing challenges. Currently there is a high Volume of staff vacancy's which includes a supervisor's position that is responsible for one of the shifts. It is a state requirement that a level 4 certified operator oversees the shifts activities. Operating with low staffing levels also disrupts the operation, adding additional stress to be able to use their leave. The department is continually advertising for positions but is not having success acquiring candidates for these positions

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise Fund/500

Munis Org Name/Number: WW- Treatment Plant 5000367

Munis Object Name/Number: Professional Contract/510300

Budget Officer / Designee: Andy Hopkins **Date:** 06/30/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

SWPA #30-00000-23-00070 expiration 6/30/2026

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 06/30/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes |** ☒ **No**

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

Comment/Exceptions: _____

Vehicles included? ☐ **Yes |** ☒ **No**

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Procurement document: Statewide Price Agreement
Vendor's Quote
Certificate of Liability Insurance (COI
Determination
Contract

Item #: _____
Munis Contract #: 3250639
SWPA #: 30-00000-23-00070

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

On Call Operation and Maintenance Support Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and Southwest Water Works LLC. (S3W) herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

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

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

2. **Scope of Work**

A. The Contractor shall perform the following work:

a. Operations Support
(i). Monitor and operate equipment and systems to ensure optimal performance.
(ii). Conduct routine inspections and reporting of operational status.
(iii). Respond to system alarms and troubleshoot minor issues.
(iv). Assist in implementing operational procedures and protocols.
(v). Coordinate with stakeholders to ensure seamless daily operations.

b. Preventative Maintenance (PM)
(i). Monitor and operate equipment and systems to ensure optimal performance.
(ii). Conduct routine inspections and reporting of operational status.
(iii). Respond to system alarms and troubleshoot minor issues.
(iv). Assist in implementing operational procedures and protocols as needed.
(v). Coordinate with stakeholders to ensure seamless daily operations.

c. Preventative Maintenance
(i). S3W will assist with performing scheduled maintenance tasks per Original Equipment Manuals (OEM) guidelines and
industry standards. It is assumed that the City of Santa Fe will be responsible for all
routine maintenance tasks.
(ii). As part of standard Operation and Maintenance (O&M) procedures, S3W will conduct regular inspections of equipment per City of Santa Fe Standard Operational Procedures (SOP's) and make recommendations to the city for

cleaning, lubrication, calibration, and minor repairs.
(iii). Review PM records and recommend adjustments to PM schedules.

d. Corrective Maintenance (CM)

(i). All Diagnoses and repairs of system and equipment failures will be the responsibility of the city. S3W will assist and make recommendations for such as determined necessary during routine O&M services.
(ii). The City will be responsible for Performing component replacements and system adjustments as needed. S3W will make recommendations to the city as it deems necessary to ensure uninterrupted functionality, efficiency, and compliance.
(iii). The City will be responsible for Coordination with vendors or specialized technicians for major repairs.
(iv). It will be the responsibility of the City to document corrective maintenance activities and provide root cause analysis reports. S3W will assist with documenting any corrective maintenance activities that are ongoing during the time our staff are onsite and performing routine O&M services but will not be responsible for evaluating or providing a root cause analysis.

e. Facility & Equipment Maintenance

(i). Conduct regular routine inspections and maintenance of infrastructure, HVAC, electrical, plumbing, and mechanical and other systems that are part of the regular O&M. Repairs will be limited to minor activities that do not require specialty skills or specific licensure for construction or other activities.
(ii). Support asset management initiatives by tracking equipment performance.
(iii). Recommend upgrades or replacements based on city provided lifecycle analysis.

f. Safety & Compliance

(i). Ensure compliance with health, safety, and environmental (HSE) regulations.
(ii). Conduct safety audits, risk assessments, and hazard mitigation measures.
(iii). Participate in safety drills and training sessions.
(iv). Maintain records of safety procedures and compliance reports.

g. Documentation & Reporting

(i). Maintain logs, reports, and documentation for all O&M activities during the time we are on site and managing the shift.
(ii). Become familiar with the City of Santa Fe Policies and procedures.
(iii). Provide recommendations for process improvements and cost reduction.
(iv). Support regulatory and internal audits by maintaining proper documentation.

3. Compensation.

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

Level 1 & 2 Operator = Superintendent
o Regular hours = $75
o After hours = $100

Level 3 & 4 operator = Journeyman or Experienced Worker
o Regular hours = $140
o After hours = $200

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate stated above in section 3 (Compensation), such compensation not to exceed $432,750.00. The New Mexico gross receipts tax (8.1875%) levied on the amounts payable under this Agreement totaling $32,750.00 shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $432,750.00.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Retainage- The Parties agree there is no retainage.

D. Performance Bond. The Parties agree there is no Performance Bond.

5. **Term**

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

6. **Default and Force Majeure**

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

7. **Termination**

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

B. Notice: City Opportunity to Cure.

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

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

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

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

8. **Amendment**

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

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

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

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

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

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

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

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

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

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

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

22. **Scope of Contract; Merger**

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

This Contract is issued against the state or agency Master Agreement, established, and maintained by the [insert state or local public body name] (issuing entity), SWPA # 30-00000-23-00070 General Construction Services State-Wide and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

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

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

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

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

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

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

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

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

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

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

(2) reduce the contract price to reflect the reduced value of the services performed.

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

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

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Contract**

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

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

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

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

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

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

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is

presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

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

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

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

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

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

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

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

41. **Notification**

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

To the City:

LeRoy Alvarado
Operations Supervisor
Wastewater Management Division
City of Santa Fe
73 Paseo Real
Santa Fe, NM 87507
C: 505-469-5358
O: 505-955-4642
lmalvarado@santafenm.gov

To the Contractor:

Ewan Young, President
Southwest Water Works LLC.
1751 Calle Medico, Suite P
Santa Fe, NM 87505
505-660-8097
ewan.young70@gmail.com

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

To the Contractor:

Ewan Young, President
Southwest Water Works LLC.
1751 Calle Medico, Suite P
Santa Fe, NM 87505
505-660-8097
ewan.young70@gmail.com

42. **Succession**

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

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

CITY OF SANTA FE:

_____
Alan Webber, MAYOR

DATE:_____

CONTRACTOR:
Southwest Water Works LLC.

Ewan Young
_____
Ewan Young, PRESIDENT

DATE: 06/18/2025

NMBTIN#: _____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 18, 2025 16:41 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities/Wastewater	6/20/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WW Tretment Plant/Professional Contract	5000367	510300		$ 432,750	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 432,750	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo
To increase account 510300 for Southwest Water Works. Plese see memo for detail and please add SOUTHWEST for posting of BAR

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(432,750)
TOTAL:	**(432,750)**

Linda MacAllister	6/20/2025	*{Use this form for Finance Committee/ City Council agenda items ONLY}*	Andy Hopkins	06/30/2025	
Prepared By *{print name}*	Date	**CITY COUNCIL APPROVAL**	Budget Officer	Date	
Division Director Signature *{optional}*	Date	*City Council Approval Date*	Finance Director *{≤ $5,000}*	Date	
Department Director Signature	Date	*Agenda Item #:*	City Manager *{≤ $60,000}*	Date	

Docusign Envelope ID: 80704533-5689-498A-A455-32907714AD45

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
(AX) 0000154826
Fulcrum Contracting LLC
5400 Sanban Dr.
Las Cruces, NM 88005

Contact: Robert Macias
Email: robert@fulcrum-contracting.com
Telephone No.: 575-650-9523

Number: **30-00000-23-00070**

Amendment No.: **Four**

Term: **July 1, 2023 - June 30, 2025**

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

Invoice:
As Requested at Time of Order

Procurement Specialist: **James Ortega**

Telephone No.: **(505) 795-2516**

Email: **james.ortega@gsd.nm.gov**

Title: **General Construction Services State-Wide**

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

Update contact information for vendor (AX) Fulcrum Contracting LLC.

From:
ron@fulcrum-contracting.com

To:
terry@fulcrum-contracting.com

Point of Contact: Robert Macias
(575) 496-2802

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
Issuing Agent

Date: 10/7/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

From: DUTTON-LEYDA, TRAVIS K.
To: MACALLISTER, LINDA M. (Contractor)
Cc: DOZIER, MICHAEL L.; ALVARADO, LEROY M.; Purchasing DET
Subject: RE: DETERMINATION REQUEST-staffing
Date: Monday, May 19, 2025 7:35:39 PM
Attachments: image002.png
image004.png

Greetings,

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

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
  -Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
  -IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
  Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
  -Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
  -Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
  - Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov _
  -Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: bgwilliams@santafenm.gov
  -Asset over $5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed. _
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per

NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.

- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
    - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - Determination requests to purchasing_det@santafenm.gov
    - And all other requests to purchasing@santafenm.gov

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

Book time to meet with me

Regards,

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

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

Vendor Registration and Current Procurement Opportunities:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

---

From: MACALLISTER, LINDA M. (Contractor) <lmmacallister@santafenm.gov>
Sent: Monday, May 19, 2025 7:34 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: DOZIER, MICHAEL L. <mldozier@santafenm.gov>; ALVARADO, LEROY M. <lmalvarado@santafenm.gov>
Subject: DETERMINATION REQUEST-staffing

Hi Travis,

Can you give us a determination for the following SOW.

This Scope of Work outlines the responsibilities of contract support staff in assisting the City of Santa Fe with the operation and maintenance of facilities, equipment, and systems. The work includes supporting daily operations, conducting routine inspections, assisting with preventative maintenance, and making recommendations for corrective actions and system improvements. Staff will also help ensure safety compliance, maintain records, and support

documentation efforts while coordinating closely with city personnel to ensure smooth, efficient, and compliant operations.

Thank you,

Linda MacAllister

Contract Specialist
City of Santa Fe Waste Water/Purchasing
Cell: 505-577-6731

SOUTWAT-06 CCHAVEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/13/2025

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Selective of the Southeast — 39926
INSURED Southwest Waterworks LLC 1751 Calle Medico Suite P Santa Fe, NM 87505	INSURER B : New Mexico Mutual Casualty Company — 40627
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			S 2504877	1/17/2025	1/17/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			S 2504877	1/17/2025	1/17/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0109051.103	1/17/2025	1/17/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

City of Santa Fe
Wastewater Management Division
73 Paseo Real
Santa Fe, NM 87507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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DocuSign Envelope ID: 08155BB7-B8D5-4532-A8FC-8DB8C864AF74

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement # 30-00000-23-00070

	Item	UOM	Description	(CI) Southwest Water Works, LLC.	(CJ) The Aisling Company, LLC	(CK) Tresco Inc	(CL) Villalobos Builders, LLC	(CM) WWRC, Inc.	(CN) Weil Construction, Inc.
Projects under Sixty Thousand $60,000.00	1	Hour	Superintendent, regular hours	$75.00	$165.00	$98.80	$79.78	$92.00	$75.00
	2	Hour	Superintendent, after hours	$100.00	$225.00	$98.80	$119.67	$115.00	$75.00
	3	Hour	Journeyman or Experienced Worker, regular hours worked	$140.00	$145.00	$110.00	$70.88	$80.00	$60.00
	4	Hour	Journeyman or Experienced Worker, after hours worked	$200.00	$205.00	$110.00	$106.32	$90.00	$90.00
	5	Hour	Laborer, regular hours worked.	$55.00	$105.00	$77.63	$34.42	$65.00	$45.00
	6	Hour	Laborer, after hours worked	$60.00	$125.00	$77.63	$51.63	$75.00	$67.50
Projects over Sixty Thousand ($60,000.00) Requiring a Wage Decision	7	Hour	Superintendent, regular hours	$95.00	$165.00	$98.80	$79.78	$120.00	$75.00
	8	Hour	Superintendent, after hours	$155.00	$225.00	$98.80	$119.67	$145.00	$75.00
	9	Hour	Journeyman or Experienced Worker, regular hours worked	$160.00	$145.00	$110.00	$70.88	$97.00	$60.00
	10	Hour	Journeyman or Experienced Worker, after hours worked	$225.00	$205.00	$110.00	$106.32	$115.00	$90.00
	11	Hour	Laborer, regular hours worked	$60.00	$105.00	$77.63	$34.42	$80.00	$45.00
	12	Hour	Laborer, after hours worked	$65.00	$125.00	$77.63	$51.63	$100.00	$67.50
Applicable to all Projects	13	Hour	Diagnosis, project estimates, troubleshooting, other	$175.00	$445.00	$98.80	$85.10	$135.00	$85.00
	14	%	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.	0.0%	0.0%	0.0%	5.0%	0.0%	0.0%
	15	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person.	$150.00	$245.00	$250.00	$135.00	$175.00	$115.00
	16	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.	$0.63	$3.75	$0.65	$0.66	$1.75	$0.66

CITY OF SANTA FE

Memorandum

Date: July 2, 2025

To: Governing Body, Public Works and Utilities Committee, Finance Committee

From: Romella Glorioso-Moss, Complete Streets Capital Projects Manager *rgm*

Via: Regina Wheeler, Public Works Department Director *RW* RW

RE: New Mexico Department of Transportation Local Government Road Fund – Project Control Number L500618

EXECUTIVE SUMMARY:

The Resolution accepts a Transportation Project Fund Grant administered by the New Mexico Department of Transportation ("NMDOT") and approves entering into a Cooperative Agreement, Project Control Number L500618, for pavement rehabilitation and improvements, reconstruction, and full construction of a roundabout at the intersection of Agua Fria Street and Cottonwood Road. The anticipated total for the project is eighty-seven thousand six hundred thirty-nine dollars ($87,639). The Cooperative Agreement establishes the NMDOT's share of the total amount will be sixty-five thousand seven hundred twenty-nine dollars ($65,729), which is seventy-five percent (75%). The City of Santa Fe's ("City") share of the total amount will be twenty-one thousand nine hundred ten dollars ($21,910), which is twenty-five percent (25%). Any dollar spent above the anticipated total ($87,639) will be paid by the City.

BACKGROUND:

In March 2025, the City's Public Works Department applied for a Local Government Road Fund ("LGRF"), administered by NMDOT for improvements at the intersection of Agua Fria Street and Cottonwood Road. This project has been prioritized by the Governing Body in the Impact Fees Capital Improvements Plan Fiscal Year 2021-2027, Resolution No. 2022-18.

The project scope includes the construction of a roundabout, reconstruction of concrete curb and gutter, full pavement reconstruction, permanent signing and striping, pedestrian improvements, roundabout lighting and utility relocations/adjustments at the intersection of Agua Fria Street and Cottonwood Road.

The proposed project agreement, included in the Resolution as Attachment, A, terminates on December 31, 2026. NMDOT requires a resolution documenting acceptance of this funding, approved by the Governing Body.

ATTACHMENT:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Lee Garcia

A RESOLUTION

ACCEPTING A GRANT FROM LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION AND ENTERING INTO COOPERATIVE AGREEMENT CONTROL NUMBER L500618.

WHEREAS, the City of Santa Fe ("City") and the New Mexico Department of Transportation ("NMDOT") wish to enter into a Cooperative Grant Agreement under the Local Government Road Fund Program for a local road project, incorporated as Attachment A, the purpose of which is the pavement rehabilitation and improvements, reconstruction, and full construction of a roundabout at the intersection of Agua Fria Street and Cottonwood Road; and

WHEREAS, the NMDOT and City estimate the total cost of the project will be eighty-seven thousand six hundred thirty-nine dollars ($87,639) to be funded in proportional share by the parties hereto as follows:

1. NMDOT's share shall be seventy-five percent (75%) or sixty-five thousand, seven hundred twenty-nine dollars ($65,729); and

2. The City's share shall be twenty-five percent (25%) or twenty-one thousand, nine hundred ten dollars ($21,910).

WHEREAS, the agreement provides that the City shall pay all costs that exceed the total project cost of eighty-seven thousand six hundred thirty-nine dollars ($87,639).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Fiscal Year 2026 Cooperative Agreement, Project Control Number L500618, included as Attachment A, as part of a program administered under the Local Government Road Fund Program, for pavement rehabilitation and improvements, reconstruction, and full construction of a roundabout at the intersection of Agua Fria Street and Cottonwood Road, is hereby approved.

BE IT FURTHER RESOLVED that it adopts the project for the Cooperative Agreement and the project has a priority standing for the City, as established by Resolution No. 2022-18, which updated the City's Impact Fees Capital Improvement Plan.

BE IT FURTHER RESOLVED that the Cooperative Agreement terminates on December 31, 2026, and the City 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 the written agreement.

BE IT FURTHER RESOLVED that the City Manager is authorized to bind the City to the terms and conditions and conditions of the Cooperative Agreement and the City's Complete Streets Capital Projects Manager is authorized to request in writing and secure extensions to the Cooperative Agreement on behalf of the City in the manner set forth by the Cooperative Agreement.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

ALAN WEBBER, MAYOR

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Jul 16, 2025 10:58 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Local Government Road Fund L500618 Agua Fria-Cottonwood Roundabout

ATTACHMENT A

Contract No. _____
Vendor No. 0000054360
Control No. HW2L500618

LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Santa Fe** (Public Entity), collectively referred as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity's resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L500618, and the Public Entity's resolution attached as **Exhibit C**. See:

Pavement Rehablitation/Improvements, Reconstruction, Full Construction

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is **Eighty Seven Thousand Six Hundred Thirty Nine Dollars and No Cents ($87,639)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	**75%**	**25%**	
FY 2026 Local Government Road Fund **For the purpose stated above in Section 1.**	**$65,729**	**$21,910**	**$87,639**
		Total Project Cost	**$87,639**

b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay the Department's Share of Project Funding identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

a. Receipt of a cover letter requesting funds;
b. Receipt of a Notice of Award and Notice to Proceed;
c. Receipt of Estimated Summary of Costs and Quantities;
d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the Project described in Section 1.
b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
c. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
d. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as approved by the Department.
h. Obtain all required written agreements or permits, as applicable, from all public and private entities.
i. Allow the Department to inspect the Project to confirm that the Project is constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as identified by the Department, will result in termination for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction,**

and Cost form, attached as **Exhibit B**.

l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, attached as **Exhibit C**. The report should reflect the total cost of the Project as stated in the **Project Certification of Design, Construction, and Cost** form.

m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion is a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.

n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.

b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.

c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.

d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.

e. As applicable for state-funded projects, the provisions of the Tribal/Local Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2026**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.

b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.

c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.

d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

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

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq*., and other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues,

workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:_____ Date: _____
Assistant General Counsel

City of Santa Fe

By:_____ Date: _____

Title: _____

Attest: _____
City of Santa Fe Clerk or Designee Date: _____

City Attorney's Office:

Kevin L. Nault
Kevin L. Nault (Jun 25, 2025 13:32 MDT)
City Attorney or Designee Date: 06/25/2025

Finance Director:

_____ Date: _____

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

_____
_____
_____
_____
_____

I, the undersigned, in my capacity as _____ of _____ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____
and completed on _____, 20_____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

_____ _____
Name Date

_____
Print Name

_____
Title

EXHIBIT B

AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

_____

SCOPE OF WORK: _____

_____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

EXHIBIT C
City of Santa Fe RESOLUTION

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Santa Fe** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **$87,639** to be funded in proportional share by the parties hereto as follows:

CN L500618 Project Funding	**Department Share**	**Public Entity Share**	**Total Project Cost**
Funding Source 1	**75%**	**25%**	**100%**
FY 2026 Local Government Road Fund Pavement Rehablitation/Improvements, Reconstruction, Full Construction	**$65,729**	**$21,910**	**$87,639**

WHEREAS, the **City of Santa Fe** shall pay all costs, which exceed the total project cost of **$87,639**.

NOW THEREFORE, be it resolved in official session that **City of Santa Fe** determines, resolves, and orders as follows:

a. The project for this Cooperative Agreement is adopted and has a priority standing.
b. The Cooperative Agreement terminates on **12/31/2026** and the **City of Santa Fe** 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 the written agreement.
c. The agent of the **City of Santa Fe**, _____(name or title), shall have signature authority to bind the **City of Santa Fe** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **City of Santa Fe** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **City of Santa Fe** to enter into Cooperative Agreement for Project Control Number **L500618** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2026** for **Agua Fria- Cottonwood Roundabout - Pavement Rehablitation/Improvements, Reconstruction, Full Construction** within the control of **City of Santa Fe** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

_____ _____
(PRINTED NAME, POSITION) DATE

_____ _____
(PRINTED NAME, POSITION) DATE

_____ _____
(PRINTED NAME, POSITION) DATE

FIR No. 10699.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Local Government Road Fund – Agua Fria/Cottonwood

Sponsor(s): Councilor Lee Garcia

Reviewing Department(s): Public Works Department

Staff Completing FIR: Romella Glorioso-Moss **Date:** 06/17/2025 **Phone:** 505-9556623

Reviewed by City Attorney: Erin McSherry Erin McSherry (Jul 16, 2025 10:58 MDT) **Date:** 07/16/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 07/17/2025

Summary:
The Resolution accepts a Transportation Project Fund Grant administered by the New Mexico Department of Transportation ("NMDOT") and approves entering into a Cooperative Agreement, Project Control Number L500618, for pavement rehabilitation and improvements, reconstruction, and full construction of a roundabout at the intersection of Agua Fria Street and Cottonwood Road. The anticipated total for the project is eighty-seven thousand six hundred thirty-nine dollars ($87,639). The Cooperative Agreement establishes the NMDOT's share of the total amount will be sixty-five thousand seven hundred twenty-nine dollars ($65,729), which is seventy-five percent (75%). The City of Santa Fe's ("City") share of the total amount will be twenty-one thousand nine hundred ten dollars ($21,910), which is twenty-five percent (25%). Any dollar spent above the anticipated total ($87,639) will be paid by the City.

Departments Affected:
Public Works Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City of Santa Fe will not receive the Transportation Project Fund Grant from NMDOT in the total amount of sixty-five thousand seven hundred twenty-nine dollars ($65,729), meaning it will not receive the additional funding needed to complete the pavement rehabilitation and improvements, reconstruction, and full construction of a roundabout at the intersection of Agua Fria Street and Cottonwood Road.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
None.

Fiscal Implications:
The additional funding will be sufficient to complete the project.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 26	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$ 87,639	$	$	Y	NR	NMDOT Fund	
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$ 87,639	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

The additional funding of $87,639 will be used to construct a roundabout at the intersection of Agua Fria and Cottonwood.

Revenue

Revenue Type	FYE 26	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP (impact fees)	$ 21,910	$	$	NR	
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other (State)	$65,729	$	$	NR	
Total	$	$	$		

Revenue Narrative:

Additional funding for the construction of Agua Fria-Cottonwood Roundabout project is coming from the State ($65,729) and City's road impact fees ($21,910) for a total of $87,639.

Signature: Regina Wheeler
Regina Wheeler (Jul 17, 2025 10:46 MDT)

Email: rawheeler@santafenm.gov

Signature: ROMELLA GLORIOSO-MOSS

Email: rsglorioso-moss@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: July 23, 2025

To: Governing Body and Quality of Life Committee

From: Marci Eannarino; Legislation and Policy Innovation Manager ME

Via: Erin K. McSherry; City Attorney EM

RE: Charter Amendment Regarding Mayoral Voting Powers

SUMMARY:

The resolution proposes to submit a ballot question to the City of Santa Fe ("City") voters during the November 4, 2025, regular election. Currently, Section 5.01(B) of the City's Charter allows a mayor to "have a vote on all matters that come before the governing body". The ballot question would amend the City's Charter to allow the mayor to vote only when there is a tie.

- Before 2008, the Charter limited the mayor's vote to ties.
- Between 2008 and 2014, the Charter provided the mayor could vote in a tie "or when his or her vote will provide the necessary number of votes required by law for taking action on an issue before the governing body."
- In 2014, the Charter was amended to authorize the mayor to "have a vote on all matters that come before the governing body."

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Alma Castro

Councilor Michael Garcia

Councilor Pilar Faulkner

A RESOLUTION

PROPOSING A BALLOT QUESTION TO BE SUBMITTED TO THE CITY'S VOTERS DURING THE NOVEMBER 4, 2025, REGULAR LOCAL ELECTION REGARDING AMENDING THE CITY'S CHARTER TO LIMIT THE MAYOR'S AUTHORITY TO VOTE TO WHEN THERE IS A TIE.

WHEREAS, the Governing Body wants to distinguish mayoral and city councilor powers by limiting the mayor's ability to vote only when there is a tie; and

WHEREAS, the Governing Body has identified the Mayor's voting rights portion of the City Charter ("Charter") as a first step to distinguishing councilor and mayoral powers; and

WHEREAS, on August 22, 2023, at a Special Meeting, the Governing Body agenda included a resolution that proposed that the voters of Santa Fe consider the following amendment to Article V, Section 5.01, (B) during the regular local election in November of 2023:

B. Have a vote on <u>matters on which there is a tie vote among city councilors;</u> [~~all matters that come before the governing body;~~]; and

WHEREAS, the resolution containing the amendment above was not adopted; and

WHEREAS, to limit the mayor's ability to vote only when there is a tie, Article 5.01 of

the Charter should be amended to read as follows:

5.01. - Powers and duties.

The city shall have a mayor who shall:

A. Be elected at large by the voters of the city;

B. [~~Have a v~~]Vote only in the case of a tie in [~~all~~] matters that come before the governing body;

C. Be the chief executive officer of the city whose position shall be full-time;

D. Earn an initial salary of $74,000.00 until such time that an independent salary commission is established by city ordinance and such commission sets the salary for mayor;

E. Appoint with the consent of the governing body, the city manager, city attorney, city clerk, and members of advisory commissions;

F. Exercise supervisory authority over the city manager, city attorney and city clerk;

G. Have the authority to remove the city manager, city attorney and city clerk without council approval;

H. Cause the ordinances and regulations of the city to be faithfully and constantly obeyed;

I. Have, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

J. Propose programs and policies to the governing body;

K. Represent the city in intergovernmental relationships;

L. Present an annual state of the city message which shall identify, among other matters, the mayor's legislative agenda for the upcoming year;

M. Work with city personnel and timely prepare an annual budget and

proposed spending priority for review and approval by the finance committee and the governing body;

N. Be recognized as head of the city government for all ceremonial purposes; and

O. Be recognized by the governor for purposes of military law.

WHEREAS, the Governing Body wishes to submit the above recommended amendment to the City's voters for approval; and

WHEREAS, a resolution adopted by the Governing Body describing a proposed ballot question is the mechanism the City uses to document that wish to submit a proposal to the electors; and

WHEREAS, NMSA 1978, Section 1-16-3, requires the City to "file a resolution proposing the ballot question" with the county clerk, not less than seventy (70) days before the election at which the Governing Body proposes a ballot question for the voters' consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body hereby proposes to submit the following question on the ballot of the regular local election on November 4, 2025:

MAYOR VOTING RIGHTS

Should the Santa Fe Municipal Charter be amended to only allow the Mayor to vote to break a tie amongst city councilors for matters that come before the governing body?

For ☐ Against ☐

BE IT FURTHER RESOLVED that should the electorate vote in favor of the above question, then the City's Charter shall be amended as follows:

5.01. - Powers and duties.

The city shall have a mayor who shall:

A. Be elected at large by the voters of the city;

B. [~~Have a v~~]Vote only in the case of a tie in [~~all~~] matters that come before the governing body;

C. Be the chief executive officer of the city whose position shall be full-time;

D. Earn an initial salary of $74,000.00 until such time that an independent salary commission is established by city ordinance and such commission sets the salary for mayor;

E. Appoint with the consent of the governing body, the city manager, city attorney, city clerk, and members of advisory commissions;

F. Exercise supervisory authority over the city manager, city attorney and city clerk;

G. Have the authority to remove the city manager, city attorney and city clerk without council approval;

H. Cause the ordinances and regulations of the city to be faithfully and constantly obeyed;

I. Have, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

J. Propose programs and policies to the governing body;

K. Represent the city in intergovernmental relationships;

L. Present an annual state of the city message which shall identify, among other matters, the mayor's legislative agenda for the upcoming year;

M. Work with city personnel and timely prepare an annual budget and proposed spending priority for review and approval by the finance committee and the governing body;

N. Be recognized as head of the city government for all ceremonial purposes;

and

O. Be recognized by the governor for purposes of military law.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Jul 25, 2025 11:10:04 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 10704;

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Charter Amendment Limiting Mayoral Voting to Ties

Sponsor(s): Councilor Alma Castro and Councilor Michael Garcia

Reviewing Department(s): City Attorney's Office; City Clerk's Office

Staff Completing FIR: Marci Eannarino; Legislation and Policy Innovation Manager

Date: 7/23/2025 **Phone:**(505) 955-6518

Reviewed by City Attorney: Erin McSherry Erin McSherry (Jul 25, 2025 11:10:04 MDT) **Date:** 07/25/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 07/25/2025

Summary:
The resolution proposes to submit a ballot question to the City of Santa Fe ("City") voters during the November 4, 2025 regular election. Currently, Section 5.01(B) of the City's Charter allows a mayor to "have a vote on all matters that come before the governing body". The ballot question would limit the mayor's vote to ties.

Departments Affected:
Mayor; Governing Body

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the proposed ballot question will not be added to the ballot for the general election on November 4, 2025.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
This Resolution would require the City Clerk to present the ballot question to the Santa Fe County Clerk no later than August 26, 2025.

Fiscal Implications:
*** Should the Governing Body adopt the Resolution, the City Clerk would then present the approved ballot question to the Santa Fe County Clerk by August 26, 2025.

Fiscal Impact

_____X_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

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