



AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
JANUARY 03, 2022
5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings in excess of those permitted in the current Public Health Order, the Finance Committee meeting will be conducted virtually.

Viewing: Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

The video recording of this meeting will also remain available for viewing at any time on the City's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. Staff is available to help members of the public access pre-recorded meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

Virtually: Attend on Zoom at <https://santafenm-gov.zoom.us/j/85422502884?pwd=LzNybjd2bnhJQTh6N0cweEM1cDVPQT09>

Passcode: 523416

Telephone: **929 205 6099 Webinar ID: 854 2250 2884**

Passcode: **523416**

Agenda: The agenda for the meeting will be posted at <https://santafe.primegov.com/public/portal>.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
5. **APPROVAL OF MINUTES**



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- a. Finance Committee – November 29, 2021

6. PRESENTATIONS

- a. FY21 Audit Status Update. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 505-955-6171)

7. ACTION ITEMS: CONSENT

- a. Request for Approval to Purchase Two Automated Side Load Collection Vehicles for Residential Recycling Waste Collection Services with Bruckners Truck Sales, Inc. via the Cooperative Education Services in the total amount of \$879,068. (Lawrence Garcia, ESD Maintenance Manager, lngarcia@santafenm.gov)

- 1) Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of \$131,790 from Fund 510 Cash Balance for the purchase of two Residential Collection Vehicles.

Committee Review:

Public Works and Utilities Committee: 11/08/2021

Finance Committee: 01/03/2022

Governing Body: 01/12/2022

- b. Request Approval of Contract Amendment #1 to Extend the Term for the Approval of Service Agreement with Pluma LLC in the Total Amount of \$334,873.00 for Roof, HVAC, and Employee Parking Security Measures; Caryn Grosse, 505-955-5938, clgrosse@santafenm.gov

COMMITTEE SCHEDULE:

Public Works/Utilities Committee 12/13/2021

Finance Committee 1/3/2022

Governing Body 1/12/2022

- c. Request for Approval of Library 2020 GO BOND in the Amount of \$171,276.71 (Maria Tucker, Library Division Director, 505.955.6678, metucker@santafenm.gov)

- 1) Request for Approval of Budget Amendment Resolution (BAR) – Budget 2020 GO BOND



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Committee Review:

Finance Committee: 01/03/2022

Public Works and Utilities Committee: 01/10/2022

Governing Body: 01/12/2022

- d. Request Approval of a Construction Services Contract with CES/HELLAS Construction Inc. for On-Call Construction Services in an Amount not to Exceed \$2,500,000 Inclusive of New Mexico Gross Receipts Tax (NMGRT). (Melissa McDonald, Interim Parks Division Director, mamcdonald@santafenm.gov, 505-303-9502).

Committee Review:

Finance Committee: 01/03/2022

Public Works & Utilities Committee: 01/10/2022

Governing Body: 01/12/2022

- e. Request for the Approval of the Agreement with B&D Industries for the Installation of Soccer Field Lighting at the Municipal Recreation Complex in the Total Amount of \$666,342.43 Including New Mexico Gross Receipts Tax. (Melissa A. McDonald, Parks Division Director, mamcdonald@santafenm.gov, 505-303-9502).

1) Request for Approval of Budget Amendment Resolution (BAR) to allocate \$500,000 from the Santa Fe County Match Funds per MOU 19-0792 into budget for this project.

Committee Review

Finance Committee: 01/03/2022

Public Works: 01/10/2022

City Council: 01/12/2022

- f. Consideration of Resolution No. 2022-___. (Councilor Lindell and Councilor Cassutt)

A Joint Resolution Recognizing the Existence of Open Items Related to Annexation and Establishing Negotiating Teams to Develop Non-Binding Proposals to Resolve Those Items. (Pat Feghali, Assistant City Attorney: pfeighali@santafenm.gov)

Committee Review:

Introduced: 12/08/21

Finance Committee: 01/03/22



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Public Works and Utilities Committee: 01/10/22
Governing Body: 01/12/22

- g. CONSIDERATION OF RESOLUTION NO. 2022-___. (Mayor Webber)
A Resolution Rescinding Resolution No. 2021-3 Relating to the Open Meetings Act; and Adopting Annual Notice Requirements for 2022. (Kristine Mihelcic, City Clerk: kmmihelcic@santafenm.gov, 955-6846)

Committee Review:

Introduced: 12/08/21
Finance Committee: 01/03/22
Public Works and Utilities Committee: 01/10/22
Governing Body: 01/12/22

- h. CONSIDERATION OF RESOLUTION NO. 2022-___. (Councilor Rivera)
A Resolution Supporting the Application and Response to the Request for Proposals Issued by the North Central New Mexico Economic Development District, Non-Metro New Mexico Area Agency on Aging for Continuation of Services for the Senior Citizens of the City of Santa Fe. (Anya Alarid, Project Administrator: aalarid@santafenm.gov, 955-4744)

Committee Review:

Introduced: 12/08/21
Finance Committee: 01/03/22
Governing Body: 01/12/22

- i. CONSIDERATION OF BILL NO. 2022-___. (Councilor Romero-Wirth and Councilor Cassutt)
An Ordinance Amending Section 2-1.13 SFCC 1987 to Establish that the Mayor Pro Tempore Shall Serve on One City Council Standing Committee, Which Shall be the Finance Committee. (Jesse Guillen, Legislative Liaison: jbg Guillen@santafenm.gov, 955-6518)

Committee Review:

Introduced: 12/08/21
Finance Committee: 01/03/22
Public Works and Utilities Committee: 01/10/22
Governing Body (request to publish): 01/12/22
Quality of Life Committee: 01/17/22
Governing Body (public hearing): 02/09/22



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8. **MATTERS FROM STAFF**
9. **MATTERS FROM THE COMMITTEE**
10. **MATTERS FROM THE CHAIR**
11. **NEXT MEETING: Tuesday, January 18, 2022**
12. **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.



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SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings of more than five (5) people, the Finance Committee meeting will be conducted virtually.

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Agenda: The agenda for the meeting will be posted at [santafe.primegov.com/portal/search](https://www.santafe.primegov.com/portal/search).

1. CALL TO ORDER

Meeting started 5:01pm

2. ROLL CALL

Members Present:

Councilor Roman Abeyta
Councilor Renee Villarreal
Councilor Carol Romero-Wirth
Councilor Signe Lindell
Councilor Jamie Cassutt

Members Excused:



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Others Attending:

Bradley Fluetsch, Cash and Investment Manager
Fran Dunaway, Chief Procurement Officer
Mary McCoy, Finance Department Director
Carolynn Roibal, Administrative Manager
Jeff Norris, Attendee
Andy Hopkins, Attendee
Alexis Lotero, Attendee

3. APPROVAL OF AGENDA

MOTION: Councilor Cassutt moved, seconded by Councilor Romero-Wirth, to approve the agenda as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

Request by Councilor Lindell to keep presentations brief due to length of agenda.

4. APPROVAL OF CONSENT AGENDA

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the consent agenda as amended to pull items A, B, D, F, G, N, R,T, X, Y, AA for discussion.as amended.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt



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Against: None

Abstain: None

Councilors Villarreal and Romero-Wirth requested to be added to Item F as co-sponsors.

5. **APPROVAL OF MINUTES**

- a. Finance Committee – November 1, 2021

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the minutes as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

6. **ACTION ITEMS: CONSENT**

- a. CONSIDERATION OF BILL NO. 2021-___. (Councilor Lindell and Councilor Abeyta)

An Ordinance Relating to the City of Santa Fe Uniform Traffic Ordinance (“UTO”); Amending Section 12-10-1.10 to Insert a Clause Stating That a Person Who Violates a Provision of Section 12-10-1.10 of the UTO is Guilty of a Penalty Assessment Misdemeanor; and to Add and Increase Penalties in Schedule A, the Traffic Violation Penalty Assessment Schedule. (Kyle Hibner, City Prosecutor: kjhibner@santafenm.gov)

Committee Review:

Introduced: 09/29/21

Quality of Life Committee: 10/06/21

Finance Committee: 10/18/21

Public Safety Committee: 10/19/21



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Quality of Life Committee: 10/20/21
Finance Committee: 11/01/21
Finance Committee: 11/29/21
Governing Body (Request to Publish): 12/8/21
Governing Body (Public Hearing): 1/13/21

MOTION: Councilor Cassutt moved, seconded by Councilor Romero-Wirth, to postpone the bill indefinitely.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

- b. **CONSIDERATION OF RESOLUTION NO. 2021-____.** (Councilor Rivera and Councilor Villarreal)
A Resolution Updating the Terms of Resolution No. 2021-17 to Extend the Community Health and Safety Task Force's Term Through the End of Calendar Year 2022. (Kyra Ochoa, Community Health and Safety Director: krochoa@santafenm.gov, 955-6603)

Committee Review:

Introduced: 10/27/21
Finance Committee: 11/01/21
Quality of Life Committee: 11/03/21
Governing Body: 11/10/21
Finance Committee: 11/29/2021
Quality of Life: 12/01/2021
Governing Body: 12/08/2021

attachment update prior to meeting to correct the amount.



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MOTION: Councilor Romero-Wirth moved, seconded by Councilor Abeyta, to approve the resolution as presented on discussion to extend the timeline.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the first amendment to the resolution to change the language on pg 3, line 2 and on pg 4, lines 5 & 6.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: Councilor Villarreal

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the resolution as amended. Second amendment to insert sentences to pg 4 line 17.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt



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Against: None

Abstain: None

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Abeyta, to approve the main motion of the resolution as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

- c. CONSIDERATION OF RESOLUTION NO. 2021-___. (Councilor Lindell, Councilor Cassutt, Councilor Garcia, and Councilor Vigil Coppler)
A Resolution Supporting Efforts by State and Local Educators to Alleviate the Staffing Crisis in Public Education Throughout the State. (Jesse Guillen, Legislative Liaison: jbg Guillen@santafenm.gov, 955-6518)

Committee Review:

Introduced: 11/27/21

Finance Committee: 11/29/21

Quality of Life Committee: 12/01/21

Governing Body: 12/08/21

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the resolution as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None



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Abstain: None

- d. CONSIDERATION OF RESOLUTION NO. 2021-___. (Councilor Abeyta, Councilor Romero-Wirth, and Councilor Cassutt)
A Resolution Adopting a New Version of the Governing Body Procedural Rules. (Jesse Guillen, Legislative Liaison: jbg Guillen@santafenm.gov, 955-6518; Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6961)

Committee Review:

Introduced: 11/10/21

Governing Body Study Session: 11/17/21

Finance Committee: 11/29/21

Quality of Life Committee: 12/01/21

Public Works and Utilities Committee: 12/08/21

MOTION: Councilor Cassutt moved, seconded by Councilor Romero-Wirth, to approve the resolution as presented on discussion.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: Councilor Villarreal

Councilor Lindell and Councilor Romero-Wirth suggested if this resolution passed that it be reviewed no later than two years after being passed for an amendment.

- e. CONSIDERATION OF RESOLUTION NO. 2021-___. (Councilor Rivera and Councilor Abeyta)
A Resolution Requesting a Time Extension for a Municipal Arterial Program Cooperative Grant From the New Mexico Department of Transportation Identified as Control Number L500306 for the Planning, Design, and Construction of Agua Fria Street and South Meadows Road Intersection



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Improvements. (Thomas Graham, ADA Coordinator:
tmgraham@santafenm.gov, 955-6654)

Committee Review:

Introduced: 11/10/21
Finance Committee: 11/29/21
Governing Body: 12/08/21

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the resolution as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

- f. CONSIDERATION OF RESOLUTION NO. 2021-___. (Councilor Lindell, Councilwoman Villarreal, and Councilor Garcia)
A Resolution Designating Certain Property for Public Use Pursuant to the Requirements for Cañada Rincon Multi-Use Trail Project. (Romella Glorioso-Moss, Projects Administrator: rsglorioso-moss@santafenm.gov, 955-6623)

Committee Review:

Introduced: 10/27/21
Finance Committee: 11/29/21
Quality of Life Committee: 12/01/21
Governing Body: 12/08/21

MOTION: Councilor Cassutt moved, seconded by Councilor Romero-Wirth, to approve the resolution as presented on discussion.

VOTE: The motion was approved on the following Roll Call vote:



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For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

- g. CONSIDERATION OF RESOLUTION NO. 2021-___. (Councilor Vigil Coppler)

A Resolution Establishing Certain Criteria for Selection of a Purchaser of the Las Estrellas Property, Including a Local Preference and Other Minimum Criteria. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov; Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 955-6303)

Committee Review:

Introduced: 09/09/21

Finance Committee: 11/29/21

Quality of Life Committee: 12/01/21

Economic Development Advisory Committee: 12/08/21

Governing Body: 12/08/21

MOTION: Councilor Lindell moved, seconded by Councilor Romero-Wirth, to deny the resolution as presented on discussion.

VOTE: The motion was denied on the following Roll Call vote:

For: Councilor Abeyta, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: Councilor Villarreal

Abstain: None

- h. CONSIDERATION OF RESOLUTION NO. 2021-___. (Councilor Lindell)
A Resolution Allocating An Additional 4.7 Acre Feet of Available Water From the City's Existing Water Supply to Siler Yard, Located at 1218 Siler Road.



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(Alexandra Ladd, Office of Affordable Housing Director:
agladd@santafenm.gov, 955-6346)

Committee Review:

Community Development Commission: 11/17/21

Finance Committee: 11/29/21

Quality of Life Committee: 12/01/21

Governing Body: 12/08/21

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt,
to approve the resolution as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth,
Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

- i. Request for Approval of a Four-Year Equipment Lease Agreement in the Total Amount of \$367,186.56 Inclusive of New Mexico GRT with PNC Equipment Finance, LLC. for Golf Carts at Marty Sanchez Links de Santa Fe Golf Course. (Melissa McDonald, Acting Parks Division Director: mamcdonald@santafenm.gov, 505-955-6840)

Committee Review:

Public Works and Utilities Committee: 11/08/2021

Finance Committee: 11/29/2021

Governing Body: 12/08/2021

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt,
to approve the lease as presented.

VOTE: The motion was approved on the following Roll Call vote:



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For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

- j. Request to Award Invitation to Bid # '21/46/B for the Publicly Owned Treatment Works (POTW) On-Call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement, CIP #962 to Sub Surface Contracting, Inc., Allied 360 Construction, LLC. and TLC Plumbing, Inc. for a total amount up to \$200,000 inclusive of nmgrt. (Stan Holland, Wastewater Division Engineer, tsholland@santafenm.gov, 505-955-4637)

Committee Review:

Public Works and Utilities Committee – 11/08/2021

Finance Committee – 11/29/2021

Governing Body – 12/08/2021

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the purchase as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

- k. Request for Approval of Budget Amendment Resolution (BAR) in the Amount of \$100,000 from the New Mexico Department of Finance and Administration for Severance Tax Bond Appropriation to the Kitchen Angels, Project # 20-E2738, to Fund a Meals Program Serving Homebound and Special Needs Individuals in Santa Fe in Santa Fe County. (David A.



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Chapman, Grant Administrator: dachapman@santafenm.gov
505-660-2619)

Committee Review:

Public Works and Utilities Committee: 11/08/21

Finance Committee Committee: 11/29/21

Governing Body: 12/08/21

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the budget adjustment resolution (BAR) as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

- i. Request for approval of Amendment # 1 to the Santa Fe Recovery Center AHTF Contract to change the scope of work, expanding the use of AHTF funds to cover tenant-based rental assistance at locations additional to the "Bridge Homes." Compensation does not change. (Alexandra Ladd, Director, Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868) **Committee Review:**
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the contract amendment as presented.

VOTE: The motion was approved on the following Roll Call vote:



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For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

- m. Request for Approval of Procurement of One Ambulance Using Houston-Galveston Area Council (HGAC) Cooperative Agreement in the Total Amount of \$153,555.00 for the Fire Department; Southwest Ambulance Sales. (Brian Moya, Assist. Chief, Fire Department, bjmoya@santafenm.gov, 505-955-3111 / Sten Johnson, Health & Safety Officer, Fire Department, sajohnson@santafenm.gov, 505-467-9799)

Committee Review:

Finance Committee – 11/29/2021

Quality of Life Committee – 12/01/2021

Governing Body – 12/08/2021

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the migrated item as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

- n. Request for the approval of Amendment No. #2 to Service Contract 20-0263 with FacilityBUILD, to increase compensation in the amount of \$115,776.39 including NMGRT for Design/Build services for the design and construction of a new restroom facility that will be located at the Water Street parking lot; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 505-955-5933



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1) Request for the approval of a BAR in the amount of \$350,000 to transfer Capital Impact Fees into WIP Construction for the Water Street Restroom project, as approved at the CIAC on 11/17/2020 Item 6B; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 505-955-5933

2) Request for the approval of a BAR in the amount of \$125,770 to transfer ½% GRT Revenues into WIP Construction for the Water Street Restroom project; Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 505-955-5933

Committee Review:

Finance Committee 11/29/2021

Quality of Life Committee 12/1/2021

Governing Body 12/8/2021

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the contract amendment as presented on discussion.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Cassutt

Against: None

Abstain: None

- o. Request for Approval of Amendment No. 2 for the Renewal of the City of Santa Fe Microsoft Office 365 System through Reseller Insight Public Sector for the Term of Three Years with Annual Payments of \$849,432.20 in the Total Amount of \$2,548,296.60. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, 1-505-231-1749)

COMMITTEE REVIEW

Finance Committee: 11/29/2021

Quality of Life Committee: 12/01/2021

Governing Body: 12/08/2021



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MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the contract amendment as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

- p. Request for approval of the Agreement between the City of Santa Fe and the Santa Fe Community Foundation establishing a Giving Circle fund, the CHART Fund, to receive funds and contributions from private and charitable community foundations designated for Culture, History, Art, Reconciliation, Truth (CHART) to support related projects/initiatives held at the Santa Fe Community Foundation. (Pauline Kamiyama, Arts and Culture Department Director, pkkamiyama@santafenm.gov, 505-955-6653.)

Committee Review:

Finance Committee: 11/29/2021

Quality of Life Committee: 12/11/2021

Governing Body: 01/08/2022

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the contract as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None



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- q. Request for the Approval of North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) State Funding in the Total Amount of \$310,328 for the American Rescue Plan Sub-Award, term ending June 30, 2022; North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) ; (Gino Rinaldi, earinaldi@santafenm.gov, 505-955-4710).

COMMITTEE REVIEW:

Finance Committee: 11/29/2021

Quality of Life: 12/1/2021

Governing Body: 12/08/2021

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the contract as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

- r. Request for Approval of a Budget Adjustment Resolution (BAR) in the Human Resources Department in the amount of \$2,700,000 to fund a retention and hiring incentives. (Jarel LaPan Hill, City Manager, jlhill@santafenm.gov; 505-955-6534; Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 505-955-6171; Bernadette Salazar, HR Director, bjsalazar@santafenm.gov, 505-955-6591)

Committee Review:

Finance Committee: 11/29/2021

Quality of Life Committee: 12/01/2021

Governing Body: 12/08/2021



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MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the budget adjustment resolution (BAR) as presented on discussion.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

- s. Request for Approval of a Budget Adjustment Resolution (BAR) in the Economic Development Department in the amount of \$66,938 including salaries and benefits to fund an existing unfunded Broadband Project Manager position. (Richard Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625)

Committee Review:

Finance Committee: 11/29/2021

Quality of Life Committee: 12/01/2021

Governing Body: 12/08/2021

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the budget adjustment resolution (BAR) as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None



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- t. Request for Approval of a Budget Adjustment Resolution (BAR) in the Planning and Land Use Department in the Amount of \$231,623 to fund salary increases for Construction Inspectors and Construction Inspector Supervisors, to fund an existing unfunded Assistant Land Use Director, to fund an existing unfunded Senior Planner, and to fund and create one new FTE - Engineer position. (Richard Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625)

Committee Review:

Finance Committee: 11/29/2021

Quality of Life Committee: 12/01/2021

Governing Body: 12/08/2021

MOTION: Councilor Abeyta moved, seconded by Councilor Lindell, to approve the budget adjustment resolution (BAR) as amended.

Approval with the exception of the of funding of the Assistant Land Use Director position

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Lindell

Against: Councilor Romero-Wirth, Councilor Cassutt

Abstain: None

- u. Request for Approval of a Budget Adjustment Resolution (BAR) in the Community Services Department in the Amount of \$205,000 including salaries and benefits to create and fund 4.5 new FTEs, one Navigator, three Park Rangers and a half-time Custodian, and operating costs for a City operated Mobile Hygiene Unit. (Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603)

Committee Review:

Finance Committee: 11/29/2021

Quality of Life Committee: 12/01/2021

Governing Body: 12/08/2021



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MOTION: Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve the budget adjustment resolution (BAR) as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

- v. Request for Approval of a Budget Adjustment Resolution (BAR) in the Community Services Department, Seniors Division in the Amount of \$602,413. (Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603)

Committee Review:

Finance Committee: 11/29/2021

Quality of Life Committee: 12/01/2021

Governing Body: 12/08/2021

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the budget adjustment resolution (BAR) as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

- w. Request for Approval of a Budget Adjustment Resolution (BAR) in the Finance Department in the Amount of \$190,680 including salaries and



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benefits to fund existing unfunded positions include Treasury Officer, AP Accounting Financial Analyst, Contracts Project Specialist, and Cashier Project Specialist. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 505-955-6171)

Committee Review:

Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the budget adjustment resolution (BAR) as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

- x. Request for Approval of a Budget Adjustment Resolution (BAR) in the City Attorney’s Office in the Amount of \$149,883 including salaries and benefits to fund and create one new FTE – IRPA Manager and transfer two positions from the Community Engagement/City Clerk Department to the City Attorney’s Office. (Erin K. McSherry, City Attorney: ekmcsberry@santafenm.gov, 505-955-6961)

Committee Review:

Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

MOTION: Councilor Villarreal moved, seconded by Councilor Lindell, to approve the budget adjustment resolution (BAR) as amended



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to approve IPRA Manager and IPRA Analyst positions and wait on the Council Liaison positions.

VOTE: The motion was denied on the following Roll Call vote:

For: Councilor Villarreal

Against: Councilor Abeyta, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Abstain: None

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt, to approve the budget adjustment resolution (BAR) as presented on discussion

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: Councilor Villarreal

Abstain: None

- y. Request for Approval of a Budget Adjustment Resolution (BAR) in the City Manager's Office of the General Government Department in the Amount of \$72,330 including salaries and benefits to fund an existing unfunded Chief of Staff position. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 505-955-6534)

Committee Review:

Finance Committee: 11/29/2021

Quality of Life Committee: 12/01/2021

Governing Body: 12/08/2021



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MOTION: Councilor Romero-Wirth moved, seconded by Councilor Abeyta, to approve the budget adjustment resolution (BAR) as presented on discussion.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

- z. Request for Approval of a Budget Adjustment Resolution (BAR) in the Municipal Court Division of the General Government Department in the Amount of \$84,411 including salaries and benefits to fund three existing unfunded Municipal Court Clerk positions. (Jacqueline Baca, Deputy Court Finance Administrator, jyBaca@santafenm.gov, 505-955-5054)

Committee Review:

Finance Committee: 11/29/2021

Quality of Life Committee: 12/01/2021

Governing Body: 12/08/2021

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the budget adjustment resolution (BAR) as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None



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- aa. Request for Approval of a Budget Adjustment Resolution (BAR) in the Human Resources Department in the Amount of \$54,362 to fund and create one new FTE – HR Recruitment Specialist. (Bernadette Salazar, HR Director, bjalazar@santafenm.gov, 505-955-6591)

Committee Review:

Finance Committee: 11/29/2021

Quality of Life Committee: 12/01/2021

Governing Body: 12/08/2021

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Abeyta, to approve the budget adjustment resolution (BAR) as presented on discussion.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

- ab. Request for Approval of a Budget Adjustment Resolution (BAR) in the Municipal Recreation Complex Division of the Public Works Department in the Amount of \$204,334 to fund existing unfunded MRC Parks Superintendent position and to fund MRC operations and repairs. (Melissa McDonald, Acting Parks and MRC Director, 505-955-6840, mamcdonald@santafenm.gov)

Committee Review:

Finance Committee: 11/29/2021

Quality of Life Committee: 12/01/2021

Governing Body: 12/08/2021

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the budget adjustment resolution (BAR) as presented.



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VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

- ac. Request for Approval of a Budget Adjustment Resolution (BAR) in the Parks Division of the Public Works Department in the Amount of \$242,804 to fund Parks capital and operating expenses. (Melissa McDonald, Acting Parks and MRC Director, 505-955-6840, mamcdonald@santafenm.gov)

Committee Review:

Finance Committee: 11/29/2021

Quality of Life Committee: 12/01/2021

Governing Body: 12/08/2021

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the budget adjustment resolution (BAR) as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

- ad. Request for Approval of a Budget Adjustment Resolution (BAR) in the Parking Division of the Public Works Department in the Amount of \$74,123 to fund existing unfunded Administrative Manager and Account Technician positions. (Noel Correia, Parking Division Director, 505-955-6611, npcorreia@santafenm.gov)



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Committee Review:

Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the budget adjustment resolution (BAR) as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

- ae. Request for Approval of a Budget Adjustment Resolution (BAR) in the Streets Division of the Public Works Department in the Amount of \$120,433 to fund salary increases for Streets Maintenance and Operation positions to assist in recruitment and retention. (Tomas Martinez, Director of Operations and Maintenance, 505-955-2006, tamartinez@santafenm.gov)

Committee Review:

Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the budget adjustment resolution (BAR) as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt



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Against: None

Abstain: None

- af. Request for Approval of a Budget Adjustment Resolution (BAR) in the Transit Division of the Public Works Department in the Amount of \$96,187 to fund salary increases for Transit Driver I, II, III & Dispatch Supervisors to assist in recruitment and retention. (Tomas Martinez, Director of Operations and Maintenance, 505-955-2006, tamartinez@santafenm.gov)

Committee Review:

Finance Committee: 11/29/2021

Quality of Life Committee: 12/01/2021

Governing Body: 12/08/2021

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the budget adjustment resolution (BAR) as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

7. **PRESENTATION**

- a. Childcare Funding Opportunities. Secretary Elizabeth Groginsky, New Mexico Early Childhood Education and Care Department.

ECECD Secretary Elizabeth Groginsky presented Childcare Funding Opportunities.

- b. November 2021. Economic Update. Reilly S. White, PhD. Principal, Erebor LLC



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Dr. Reilly White presented a 2021 November Economic Update.

- c. FY22 First Quarter Financial Report. Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 505-955-6171; Andy Hopkins, Budget Director, ajhopkins@santafenm.gov, 505-955-6177; Brad Fluetsch, Planning and Investment Officer, bjfluetsch@santafenm.gov, 505-955-6885.

Finance Director McCoy presented the FY33 First Quarter Financial Report .

8. **MATTERS FROM STAFF**
9. **MATTERS FROM THE COMMITTEE**
10. **MATTERS FROM THE CHAIR**
11. **NEXT MEETING: Monday, January 3, 2022**
12. **ADJOURN**

Meeting adjourned 10:20 p.m.

Liaison

Chair





City of Santa Fe, New Mexico


Memorandum



DATE: November 8, 2021

TO: Governing Body
Finance Committee
Public Utilities/Public Works Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Shannon Jones, Public Utilities Director 
Shirlene Sitton, Environmental Services Division Director 

FROM: Lawrence Garcia, ESD Maintenance Manager 

ITEM AND ISSUE:

Request for the Approval of the Purchase of Two Automated Side Load Collection Vehicles in the Total Amount of \$879,068 for Residential Recycling and Waste Collection Services; Bruckner’s Truck Sales, Inc. via the Cooperative Education Services; Lawrence Garcia, ESD Maintenance Manager, (imgarcia@santafenm.gov).

BACKGROUND AND SUMMARY:

Solid Waste collection vehicles have a useful life of seven to ten years. The Environmental Services Division (ESD) has implemented a regular yearly truck replacement schedule, averaging six vehicles per year. ESD replaced four vehicles within FY21, three replacements and one addition.

ESD is requesting to replace two residential trucks, with the current high price of steel the truck cost came in much higher within FY22, and is showing signs of additional increases. Bruckner’s was the only truck vendors that would provide price quotes for the collection vehicles via the Cooperative Education Services Contract with a build time of 300 days from receipt of a purchase order, and at a higher cost.

ESD requested and was approved within the FY22 budget to purchase two automated side load vehicles (ASL) for residential collections for a total budgeted amount of \$747,278. Price for two collection vehicles came in at \$879,068, a difference of \$131,790 from what was budgeted. The built time for these vehicles is 300 days from receipt of purchase order and notice to proceed. The collection vehicles which are proposed for replacement are:

| New Vehicle | Replacement/Addition | Replacement Unit | Purchase Cost |
|---|----------------------|--------------------------------------|---------------|
| Peterbilt Model 320 CNG Auto Side Loader | Replacement | Asset #54613-a 2012 Peterbilt ASL | \$440,034 |
| Peterbilt Model 320 CNG Auto Side Loader | Replacement | Asset #54614-a 2012 Peterbilt ASL | \$439,398 |
| Total Amount | | | \$879,068 |

Both the 2012 Peterbilt are ten years old and has surpassed its useful life and would need extensive work to make this truck operational. Both are being replaced with CNG vehicles, which is important in

meeting our goal of lowering carbon emissions by completing the transition of our fleet to cleaner burning fuel, and utilizing the new CNG slow-fill station completed one year ago.

PROCUREMENT METHOD:

The procurement method is from Bruckner's Truck Sales Inc. via the Cooperative Education Services, RFP 2020-31B, Contract #2020-31B-C106 (All Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services).

CONTRACT NUMBER:

Cooperative Education Services Munis vendor number 3553.

FUNDING SOURCE:

The Division budgeted and was approved for these vehicle replacements in FY 22 operating budget for a total amount of \$747,278, the additional \$131,790 is requested from fund 510 cash balance.

The funding source is:

Fund Name/Number: Environmental Services Division/510

Munis Org Name/Number: Residential Recycling/5100334 and Residential Collections/5100335

Munis Object Name/Number: Vehicles >1.5 /57100

Fund Name/Number: Environmental Services Division/510 Enterprise Cash Balance

ACTION REQUESTED:

Environmental Services respectfully requests your review and approval.

Attached Procurement Packet

| | |
|---------------------------------------|--|
| Log # {Finance use <u>only</u> }: | |
| Journal # {Finance use <u>only</u> }: | |

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

| DEPARTMENT / DIVISION NAME | | | | | DATE |
|---|---------|--------|----------------------------|------------------------------|------------------------------|
| Public Utilities/Environmental Services | | | | | 11/8/2021 |
| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
| EXPENDITURES | | | | <i>{enter as positive #}</i> | <i>{enter as negative #}</i> |
| Vehicle > 1.5 | 5100334 | 571000 | Purchase of Capital Assets | 65,259 | |
| Vehicle > 1.5 | 5100335 | 571000 | Purchase of Capital Assets | 66,531 | |
| | | | | | |
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| | | | | | |
| REVENUES | | | | <i>{enter as negative #}</i> | <i>{enter as positive #}</i> |
| N/A | | | | | |
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JUSTIFICATION: *{use additional page if needed}*
 --Attach supporting documentation/memo

\$ 131,790 \$ -

Budget increase from fund 510 cash balance; Environmental Services Division Enterprise fund, for the purchase of two Residential Collection Vehicles; Increase due to higher steel pricing.

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

| | | | |
|---|-----------|--|---|
| Lawrence Garcia | 11/8/2021 | <i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i> | <u>Andy Hopkins</u> <small>Andy Hopkins (Oct 15, 2021 16:10 MDT)</small> |
| Prepared By <i>{print name}</i> | Date | CITY COUNCIL APPROVAL | Budget Officer |
| <u>Shirlene Sitton</u> <small>Shirlene Sitton (Oct 15, 2021 09:41 MDT)</small> | 10/15/21 | | Finance Director <i>{≤ \$5,000}</i> |
| Division Director Signature <i>{optional}</i> | Date | | Date |
| <u>Shannon Jones</u> <small>Shannon Jones (Oct 15, 2021 11:49 MDT)</small> | 10/15/21 | Agenda Item #: | City Manager <i>{≤ \$60,000}</i> |
| Department Director Signature | Date | | Date |



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Cooperative Education Services via Bruckner's Truck Sales, Inc.

Procurement Title: Medium and Heavy Trucks, Truck Bodies, Accessories, Parts and Service

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Public Utilities Staff Name Lawrence Garcia

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

| YES | N/A | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | State Price Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | RFP |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluation Committee Report |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | ITB |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bib Tab |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Quotes (3 valid current quotes) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sole Source Request and Determination Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contractors Exempt Letter |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officers approval for exempt procurement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | FIR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Executed Contract, Agreement or Amendment |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Certificate of Insurance |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All documentation presented to Committees |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

Lawrence Garcia Lawrence Garcia ESD Maintenance Manager 11/8/2021
Lawrence Garcia (Oct 13, 2021 14:34 MDT)
 Department Rep Printed Name (attesting that all information included) Title Date

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # _____

Contractor: Cooperative Education Services via Bruckner's Truck Sales, Inc.

Description: Purchase of collection vehicles via a Cooperative Purchase Agreement #2020-31B-C106

Contract Agreement Lease / Rent Amendment

Term Start Date: July 17, 2020 Term End Date: July 17, 2024

Approved by Council Date: To Be Determined

Contract / Lease: Contract Coopeartive Education Services #2020-31B-C106

Amendment # N/A to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for: N/A

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Cooperative Educational Service Contract Via Bruckner's Truck Sales, Inc. for the sale of Medium and heavy duty trucks, truck bodies, accessories, parts and services. Initial RFP 2020-31B was awarded on July 17, 2020; Contract addendum I was completed on March 1, 2021. Contract number is 2020-31B-C106-ALL

3. **Procurement History: Second year of a four year contract**

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. **Funding Source: Fund 510 including portion from Cash Balance** Org / Object: 5100334,5100335,57100

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Lawrence Garcia Phone # 505-955-2241

Email: lmgarcia@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



**Bruckner Truck Sales, Inc.
CES Quote**

Date: **October 7, 2021**

CUSTOMER INFORMATION

Name: **City of Santa Fe**
 Name:
 Address: **1142 Siler Rd.**
 CSZ: **Santa Fe, NM 87507**
 Phone: **505-955-2241** Cell:
 Fax: Contact:
 Email: **imgarcia@santafenm.gov**

EQUIPMENT INFORMATION

Stock #: **Factory Order**
 Year: **2023**
 Make: **AUTOCAR**
 Model: **ACX64**
 VIN:
 Salesperson: **Ryan Linson**

EQUIPMENT SPECIFICATIONS

| | | | |
|------------------|------------------------------|----------------|----------------------|
| Engine Make: | Cummins ISX12N | Wheelbase: | 210" |
| Horsepower: | 350HP | Frame: | High Strength |
| Engine Brake: | None | Interior Trim: | Cloth |
| Transmission: | Allison 4500 RDS 6spd | Wheels Front: | Steel |
| Front Axle: | 20,000lb | Wheels Rear: | Steel |
| Rear Axle: | 20,000lb | Tire Size: | |
| Rear Suspension: | Hendrickson HMX460 | Tire Front: | 315/80R22.5 |
| Ratio: | 5.38 | Tire Rear: | 11R22.5 |

Chassis Includes the Following Local Extras:

PDI - Delivery Prep
36CY AMREP ASL - As Specified by MCT
5yr/200K Mile Cummins Engine Warranty
5yr Unlimted Mile Allison Transmission Warranty
5yr Meritor Drive Axle Warranty
Color: White with Bue & Black Stripes
CES Contract - Bruckners 2020-31B-C106-ALL

| | | | Each | Multiple Total |
|--|-------------|----------|---------------------|---------------------|
| Trade-In Information: | Trade 1: | Trade 2: | \$435,480.00 | \$435,480.00 |
| Allowances: | | | - | |
| VIN: | | | | |
| Year: | | | | |
| Make: | | | | |
| Model: | | | | |
| Payoff: | | | - | |
| Quantity | 1 | | | |
| OTHER CHARGES: | | | | |
| Federal Retail Excise Tax | | | | |
| Excise Tax, Title, and License Fees (Estimated): | | | | |
| Purchase Coverage | Type: _____ | | 4,554.00 | 4,554.00 |
| Insurance | Type: _____ | | | - |
| VRS Temp Tag and Doc Fees: | | | | |
| Cash Down Payment: | | | | |
| TOTAL: | | | \$440,034.00 | \$440,034.00 |

Dealer Signature: _____
 Date: **10/7/2021**

Customer Signature: _____
 Date: _____

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. A documentary fee may not exceed \$50 for a motor vehicle contract or a reasonable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law.



Bruckner Truck Sales, Inc.
CES Quote

Date: **October 7, 2021**

CUSTOMER INFORMATION

Name: **City of Santa Fe**
 Name:
 Address: **1142 Siler Rd.**
 CSZ: **Santa Fe, NM 87507**
 Phone: **505-955-2241** Cell:
 Fax: Contact:
 Email: **imgarcia@santafenm.gov**

EQUIPMENT INFORMATION

Stock #: **Factory Order**
 Year: **2023**
 Make: **AUTOCAR**
 Model: **ACX64**
 VIN:
 Salesperson: **Ryan Linson**

EQUIPMENT SPECIFICATIONS

| | | | |
|------------------|-----------------------------|----------------|----------------------|
| Engine Make: | Cummins ISX12N | Wheelbase: | 210" |
| Horsepower: | 350HP | Frame: | High Strength |
| Engine Brake: | None | Interior Trim: | Cloth |
| Transmission: | Allison 4500RDS 6spd | Wheels Front: | Steel |
| Front Axle: | 20,000lb | Wheels Rear: | Steel |
| Rear Axle: | 46,000lb | Tire Size: | |
| Rear Suspension: | Hendrickson HMX460 | Tire Front: | 315/80R22.5 |
| Ratio: | 5.38 | Tire Rear: | 11R22.5 |

Chassis Includes the Following Local Extras:

PDI - Delivery Prep
36CY AMREP ASL - As Specified by MCT
5yr/200K Mile Cummins Engine Warranty
5yr Unlimted Mile Allison Transmission Warranty
5yr Meritor Drive Axle Warranty
Color: P3305EW Blue
CES Contract - Bruckners 2020-31B-C106-ALL

| | | | Each | Multiple Total |
|--|-------------|----------|---------------------|-----------------------|
| Trade-In Information: | Trade 1: | Trade 2: | \$434,844.00 | \$434,844.00 |
| Allowances: | | | - | |
| VIN: | | | | |
| Year: | | | | |
| Make: | | | | |
| Model: | | | | |
| Payoff: | | | - | |
| Quantity | 1 | | | |
| OTHER CHARGES: | | | | |
| Federal Retail Excise Tax | | | | |
| Excise Tax, Title, and License Fees (Estimated): | | | | - |
| Purchase Coverage | Type: _____ | | 4,554.00 | 4,554.00 |
| Insurance | Type: _____ | | | - |
| VRS Temp Tag and Doc Fees: | | | | - |
| Cash Down Payment: | | | | |
| TOTAL: | | | \$439,398.00 | \$439,398.00 |

Dealer Signature: _____
 Date: **10/7/2021**

Customer Signature: _____
 Date: _____

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MCT, Inc.

7451 Pan American Freeway NE
Albuquerque, NM 87109

Phone (505) 345-8651
Fax (505) 345-2597
E-Mail mctindustries@mct-ind.com

Sales Quote
22058
Quoted 9/15/2021

Bill To

BRUCKNER'S TRUCK SALES, INC.
8101 DAYTONA RD. NW
ALBUQUERQUE, NM 87121

Ship To

8101 DAYTONA RD NW
ALBUQUERQUE, NM 87121

Contact

RYAN LINSON

| | | | | | | |
|----------------|----------|-----|-----------|---------------|-----------|--------|
| Purchase Order | Ship Via | FOB | Reference | Entered By | Sales rep | Terms |
| | | | | TMM 9/15/2021 | | Net 30 |

| Product | Description | Ordered | Price | Amount |
|---|-------------|---------|------------|--------------|
| AMREP HARDOX AUTOMATED SIDE LO 5 YEAR WARRANTY ON BODY | | 1.00 | 176,995.79 | \$176,995.79 |
| | | 1.00 | 29,750.00 | \$29,750.00 |

TRUCK DEALER TO DROP SHIP AND PICK UP
TRUCK FROM AMREP
120 DAYS AFTER RECEIPT OF CHASSIS

BODY MODEL: AMHASLTPO19
Furnish and Install: One (1) Amrep Hardox Automated Side Loader Full Push Out AMHASLTPO-19 on Your 3-Axle Cab & Chassis
See Standard Specification Sheet - 19' Elliptical Body Style - 38 Cubic Yard Capacity, Full Push-Out Ejection, PTO and Pump
Body Material: Packer
Hopper Sides: 1/8" Hardox AR450, 175,000 PSI Steel
Dual Blade Packer System, Low Packer Blade and Follow-on
Body Lower: 1/8" Hardox AR450, 175,000 PSI Steel
Year Plates: 1/16" Hardox AR450, 175,000 PSI Steel
Body Upper: 1/8" Hardox AR450, 175,000 PSI Steel
Lighting: Amber Beacon, Low on Rear Door, Packer Light
PTO: Transmission Mounted PTO and Gear Pump
Strobe Box Light
Clamp: 60-90 Gallon Container Capacity
Controls: Single Joystick in Cab RH Side, Rocker Switch Controls RH Driver Door
Paint: Single Color - Body to Match Cab, Unless Otherwise Noted
Color Code: Default
Additional Items: Broom & Shovel Mounted on Body Shell
Camera(s): Rear Camera Bracket *Only*
Fire Extinguisher 20lb on Tandem Fender
Body Service Hoist
Chassis Must be RH or Dual Drive with Amrep ASL Body

TOOL BOX, STEEL FRAME MOUNT 36"
PETERSON 4 LIGHT STROBE PACKAGE, 4
CORNERS
HYDRAULIC HOPPER COVER
SPILL KIT, 5 GAL BUCKET WITH MOUNTING
BRACKET

80 DGE CNG ROOF MOUNTY FUEL SYSTEM
MIDWEST AUTO- LUBE SYSTEM
INSTALLATION OF DEALER SUPPLIED
CAMERA
STANDARD 1 YEAR WARRANTY
RETURN INLINE OIL FILTER & 20 LB FIRE
EXTINGUISHER
PAINT ONE COLOR SOLID BLUE INCLUDED IN
PRICE

TRUCK DEALER IS RESPONSIBLE FOR CNG WARRANTY
ADD STRIPES TO BODY - NO EXTRA CHARGE

Sub-total \$206,745.79

Quote Good for 30 Days **Total** \$206,745.79



Contract Award Letter

July 17, 2020

Evan Smith
 Bruckner Truck Sales, Inc.
 8101 Daytona Rd NW
 Albuquerque, NM87121

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:

CES RFP 2020-31B for CES Contract # 2020-31B-C106-ALL - Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to CES RFP 2020-31B solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the Bid documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for four (4) years from the date of this letter, Pursuant to 13-1-150 NMSA.

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

Sincerely Yours,

Cooperative Educational Services

David Chavez
 Executive Director
 Ofc: 505.344.5470
 Fax: 505.344.9343



Contract Addendum I
CES Contract # 2020-31B-C106-ALL
Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Service

Date: March 1, 2021

To: BRUCKNER TRUCK CENTERS OF NM

RE: Amending the CES Terms and Conditions for Direct Purchase:

This Amendment I is issued to incorporate the CES Direct Purchase Program for those Vendors that are participating in the program. Therefore, Amendment I is to supplement, the following for the procurement file and with immediate effect, to the CES Terms and Conditions.

The following sections are Amended as follows:

Administrative Fee: CES' one point two five percent (1.25%) administrative fee must be included in the Offeror's net price for all services and deliverables (material, labor rates, reimbursable and other fees/charges) that are invoiced to CES' member. The CES administrative fee will be paid by the Offeror to CES once payment is received from the CES Member/Participating Entity according to the payment schedule established by CES, if awarded a contract. In the event that an alternative pricing method is approved by CES, then CES will determine the administrative fee amount and payment arrangements.

Ordering Process - Direct Purchase: For CES Direct Purchase the Member/Participating Entity makes their purchase order (PO) out to the Offeror and sends it to CES for contract compliance. CES will stamp the PO "Approved" and will forward the PO to the Offeror. This will serve as the "authorization" for the Offeror to proceed with the purchase. Offeror will invoice the Member/Participating Entity directly and collect payment. Offeror will remit to CES the CES administrative fee on a monthly basis according to the payment schedule established by CES.

Payment by CES – This section is deleted in its entirety.

Progress Payments: Under this solicitation (RFP), CES, its Members, and Participating Entities may allow progress payments to be made on goods and/or services received and accepted under the following conditions:

1. The Member or Participating Entity and the Offeror agree to the terms and milestones of the project for progress payments in writing prior to issuing a purchase order to the Offeror.
2. The quote or proposal in which the purchase order is based must clearly identify and describe the amount(s) to be paid and the date(s) payment(s) are to be made for the service or goods delivered.
3. The Member or Participating Entity will provide a method or criteria of verifying progress payment.
4. The Offeror must obtain from the Member or Participating Entity written documentation identifying work completed and goods received to be submitted with progress payment request.
5. Payments will be made after actual goods and/or services are verified, received and accepted by the Member or Participating Entity.
6. Payments will be made in full compliance with Member or Participating Entity local administrative procedures, policies and any/all other applicable state rules, regulations and statutes.
7. If the estimate of work/and or goods received are not approved and certified by the Member or Participating Entity can withhold an amount from the progress payment that reasonably represents the deficiency identified in the Offeror's payment request. In such cases, the Offeror agrees to hold CES harmless for any deficiency of payment.
8. Acceptance of final payment is a waiver of all claims, except unsettled claims previously made in writing.

Agreed effective the above date:

Cooperative Educational Services
OF NM

David Chavez
Printed Name

By: David Chavez

Title: Executive Director

BRUCKNER TRUCK CENTERS

EVAN SMITH
Printed Name

By: [Signature]

Title: GM

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 11/08/2021

ISSUE NO. 7s

Request for Approval to Purchase Two Automated Side Load Collection Vehicles for Residential Recycling Waste Collection Services with Bruckners Truck Sales, Inc. via the Cooperative Education Services in the total amount of \$879,068. (Lawrence Garcia, ESD Maintenance Manager, lmgarcia@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 11/08/2021
 Finance Committee: 11/29/2021
 Governing Body: 12/08/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 11/10/2021 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

| VOTE: | FOR | AGAINST | ABSTAIN |
|-------------------------|------------|----------------|----------------|
| COUNCILOR RIVERA, CHAIR | X | | |
| COUNCILOR GARCIA | X | | |
| COUNCILOR ABEYTA | Excused | | |
| COUNCILOR LINDELL | X | | |
| COUNCILOR VIGIL COPPLER | X | | |





City of Santa Fe, New Mexico


Memorandum



DATE: November 8, 2021

TO: **Governing Body**
Finance Committee
Public Utilities/Public Works Committee

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Shannon Jones, Public Utilities Director 
Shirlene Sitton, Environmental Services Division Director 

FROM: **Lawrence Garcia, ESD Maintenance Manager** 

ITEM AND ISSUE:

Request for the Approval of the Purchase of Two Automated Side Load Collection Vehicles in the Total Amount of \$879,068 for Residential Recycling and Waste Collection Services; Bruckner's Truck Sales, Inc. via the Cooperative Education Services;

1. Request approval of the BAR in the amount of \$131,790.

Lawrence Garcia, ESD Maintenance Manager, (lmgarcia@santafenm.gov).

BACKGROUND AND SUMMARY:

Solid Waste collection vehicles have a useful life of seven to ten years. The Environmental Services Division (ESD) has implemented a regular yearly truck replacement schedule, averaging six vehicles per year. ESD replaced four vehicles within FY21, three replacements and one addition.

ESD is requesting to replace two residential trucks, with the current high price of steel the truck cost came in much higher within FY22, and is showing signs of additional increases. Bruckner's was the only truck vendors that would provide price quotes for the collection vehicles via the Cooperative Education Services Contract with a build time of 300 days from receipt of a purchase order, and at a higher cost.

ESD requested and was approved within the FY22 budget to purchase two automated side load vehicles (ASL) for residential collections for a total budgeted amount of \$747,278. Price for two collection vehicles came in at \$879,068, a difference of \$131,790 from what was budgeted. The built time for these vehicles is 300 days from receipt of purchase order and notice to proceed. The collection vehicles which are proposed

| New Vehicle are: | Replacement/Addition | Replacement Unit | Purchase Cost |
|--|----------------------|-----------------------------------|------------------|
| Peterbilt Model 320 CNG Auto Side Loader | Replacement | Asset #54613-a 2012 Peterbilt ASL | \$440,034 |
| Peterbilt Model 320 CNG Auto Side Loader | Replacement | Asset #54614-a 2012 Peterbilt ASL | \$439,398 |
| Total Amount | | | \$879,068 |

Both the 2012 Peterbilt are ten years old and has surpassed its useful life and would need extensive work to make this truck operational. Both are being replaced with CNG vehicles, which is important in

meeting our goal of lowering carbon emissions by completing the transition of our fleet to cleaner burning fuel, and utilizing the new CNG slow-fill station completed one year ago.

PROCUREMENT METHOD:

The procurement method is from Bruckner's Truck Sales Inc. via the Cooperative Education Services, RFP 2020-31B, Contract #2020-31B-C106 (All Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services).

CONTRACT NUMBER:

Cooperative Education Services Munis vendor number 3553.

FUNDING SOURCE:

The Division budgeted and was approved for these vehicle replacements in FY 22 operating budget for a total amount of \$747,278, the additional \$131,790 is requested from fund 510 cash balance.

The funding source is:

Fund Name/Number: Environmental Services Division/510

Munis Org Name/Number: Residential Recycling/5100334 and Residential Collections/5100335

Munis Object Name/Number: Vehicles >1.5 /57100

Fund Name/Number: Environmental Services Division/510 Enterprise Cash Balance



ACTION REQUESTED:

Environmental Services respectfully requests your review and approval.

Attached Procurement Packet

| | |
|---------------------------------------|--|
| Log # {Finance use <u>only</u> }: | |
| Journal # {Finance use <u>only</u> }: | |

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

| | |
|---|-------------------|
| DEPARTMENT / DIVISION NAME Public Utilities/Environmental Services | DATE 11/8/2021 |
|---|-------------------|

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---------------------|---------|--------|----------------------------|------------------------------|------------------------------|
| EXPENDITURES | | | | <i>{enter as positive #}</i> | <i>{enter as negative #}</i> |
| Vehicle > 1.5 | 5100334 | 571000 | Purchase of Capital Assets | 65,259 | |
| Vehicle > 1.5 | 5100335 | 571000 | Purchase of Capital Assets | 66,531 | |
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| REVENUES | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|-----------------|-----|--------|---------|------------------------------|------------------------------|
| REVENUES | | | | <i>{enter as negative #}</i> | <i>{enter as positive #}</i> |
| N/A | | | | | |
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JUSTIFICATION: *{use additional page if needed}*
--Attach supporting documentation/memo

\$ 131,790 \$ -

Budget increase from fund 510 cash balance; Environmental Services Division Enterprise fund, for the purchase of two Residential Collection Vehicles; Increase due to higher steel pricing.

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

| | | | | |
|---|-------------------|--|---|------------------|
| Lawrence Garcia Prepared By {print name} | 11/8/2021 Date | <i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i> | <u>Andy Hopkins</u> <small>Andy Hopkins (Oct 15, 2021 16:10 MDT)</small> | 10/15/21 Date |
| <u>Shirlene Sitton</u> <small>Shirlene Sitton (Oct 15, 2021 09:41 MDT)</small> | 10/15/21 Date | CITY COUNCIL APPROVAL | | Budget Officer |
| Division Director Signature {optional} | Date | City Council Approval Date | Finance Director {≤ \$5,000} Date | |
| <u>Shannon Jones</u> <small>Shannon Jones (Oct 15, 2021 11:49 MDT)</small> | 10/15/21 Date | Agenda Item #: | | |
| Department Director Signature | Date | | City Manager {≤ \$60,000} Date | |



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Cooperative Education Services via Bruckner's Truck Sales, Inc.

Procurement Title: Medium and Heavy Trucks, Truck Bodies, Accessories, Parts and Service

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Public Utilities Staff Name Lawrence Garcia

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

| YES | N/A | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | State Price Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | RFP |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluation Committee Report |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | ITB |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bib Tab |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Quotes (3 valid current quotes) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sole Source Request and Determination Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contractors Exempt Letter |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officers approval for exempt procurement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | FIR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Executed Contract, Agreement or Amendment |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Summary of Contracts and Agreements form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Certificate of Insurance |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All documentation presented to Committees |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

Lawrence Garcia Lawrence Garcia ESD Maintenance Manager 11/8/2021

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway Chief Procurement Officer Dec 1, 2021

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*



Bruckner Truck Sales, Inc.
CES Quote

Date: **October 7, 2021**

CUSTOMER INFORMATION

Name: **City of Santa Fe**
 Name:
 Address: **1142 Siler Rd.**
 CSZ: **Santa Fe, NM 87507**
 Phone: **505-955-2241** Cell:
 Fax: Contact:
 Email: **imgarcia@santafenm.gov**

EQUIPMENT INFORMATION

Stock #: **Factory Order**
 Year: **2023**
 Make: **AUTOCAR**
 Model: **ACX64**
 VIN:
 Salesperson: **Ryan Linson**

EQUIPMENT SPECIFICATIONS

| | | | |
|------------------|------------------------------|----------------|----------------------|
| Engine Make: | Cummins ISX12N | Wheelbase: | 210" |
| Horsepower: | 350HP | Frame: | High Strength |
| Engine Brake: | None | Interior Trim: | Cloth |
| Transmission: | Allison 4500 RDS 6spd | Wheels Front: | Steel |
| Front Axle: | 20,000lb | Wheels Rear: | Steel |
| Rear Axle: | 20,000lb | Tire Size: | |
| Rear Suspension: | Hendrickson HMX460 | Tire Front: | 315/80R22.5 |
| Ratio: | 5.38 | Tire Rear: | 11R22.5 |

Chassis Includes the Following Local Extras:

PDI - Delivery Prep
36CY AMREP ASL - As Specified by MCT
5yr/200K Mile Cummins Engine Warranty
5yr Unlimted Mile Allison Transmission Warranty
5yr Meritor Drive Axle Warranty
Color: White with Bue & Black Stripes
CES Contract - Bruckners 2020-31B-C106-ALL

| | | | Each | Multiple Total |
|--|-------------|----------|---------------------|-----------------------|
| Trade-In Information: | Trade 1: | Trade 2: | \$435,480.00 | \$435,480.00 |
| Allowances: | | | | |
| VIN: | | | | |
| Year: | | | | |
| Make: | | | | |
| Model: | | | | |
| Payoff: | | | | |
| Quantity | 1 | | | |
| OTHER CHARGES: | | | | |
| Federal Retail Excise Tax | | | | |
| Excise Tax, Title, and License Fees (Estimated): | | | | |
| Purchase Coverage | Type: _____ | | 4,554.00 | 4,554.00 |
| Insurance | Type: _____ | | | - |
| VRS Temp Tag and Doc Fees: | | | | |
| Cash Down Payment: | | | | |
| TOTAL: | | | \$440,034.00 | \$440,034.00 |

Dealer Signature: _____

Customer Signature: _____

Date: **10/7/2021**

Date: _____

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CES Quote

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|----------------------|-------------------------------|
| Name: | City of Santa Fe |
| Name: | |
| Address: | 1142 Siler Rd. |
| CSZ: | Santa Fe, NM 87507 |
| Phone: | 505-955-2241 |
| Cell: | |
| Fax: | |
| Contact: | |
| Email: | imgarcia@santafenm.gov |

| EQUIPMENT INFORMATION | |
|-----------------------|----------------------|
| Stock #: | Factory Order |
| Year: | 2023 |
| Make: | AUTOCAR |
| Model: | ACX64 |
| VIN: | |
| Salesperson: | Ryan Linson |

| EQUIPMENT SPECIFICATIONS | | | |
|--------------------------|-----------------------------|----------------|----------------------|
| Engine Make: | Cummins ISX12N | Wheelbase: | 210" |
| Horsepower: | 350HP | Frame: | High Strength |
| Engine Brake: | None | Interior Trim: | Cloth |
| Transmission: | Allison 4500RDS 6spd | Wheels Front: | Steel |
| Front Axle: | 20,000lb | Wheels Rear: | Steel |
| Rear Axle: | 46,000lb | Tire Size: | |
| Rear Suspension: | Hendrickson HMX460 | Tire Front: | 315/80R22.5 |
| Ratio: | 5.38 | Tire Rear: | 11R22.5 |

Chassis Includes the Following Local Extras:

PDI - Delivery Prep
36CY AMREP ASL - As Specified by MCT
5yr/200K Mile Cummins Engine Warranty
5yr Unlimted Mile Allison Transmission Warranty
5yr Meritor Drive Axle Warranty
Color: P3305EW Blue
CES Contract - Bruckners 2020-31B-C106-ALL

| | | | Each | Multiple Total |
|--|-------------|----------|---------------------|---------------------|
| Trade-In Information: | Trade 1: | Trade 2: | \$434,844.00 | \$434,844.00 |
| Allowances: | | | - | |
| VIN: | | | | |
| Year: | | | | |
| Make: | | | | |
| Model: | | | | |
| Payoff: | | | - | |
| Quantity | 1 | | | |
| OTHER CHARGES: | | | | |
| Federal Retail Excise Tax | | | | |
| Excise Tax, Title, and License Fees (Estimated): | | | | - |
| Purchase Coverage | Type: _____ | | 4,554.00 | 4,554.00 |
| Insurance | Type: _____ | | | - |
| VRS Temp Tag and Doc Fees: | | | | - |
| Cash Down Payment: | | | | |
| TOTAL: | | | \$439,398.00 | \$439,398.00 |

Dealer Signature: _____
Date: **10/7/2021**

Customer Signature: _____
Date: _____

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MCT, Inc.

7451 Pan American Freeway NE
Albuquerque, NM 87109

Phone (505) 345-8651
Fax (505) 345-2597
E-Mail mctindustries@mct-ind.com

Sales Quote
22058
Quoted 9/15/2021

Bill To

BRUCKNER'S TRUCK SALES, INC.
8101 DAYTONA RD. NW
ALBUQUERQUE, NM 87121

Ship To

8101 DAYTONA RD NW
ALBUQUERQUE, NM 87121

Contact

RYAN LINSON

| | | | | | | |
|----------------|----------|-----|-----------|------------|-----------|--------|
| Purchase Order | Ship Via | FOB | Reference | Entered By | Sales rep | Terms |
| | | | | TMM | 9/15/2021 | Net 30 |

| Product | Description | Ordered | Price | Amount |
|---|-------------|---------|------------|--------------|
| AMREP HARDOX AUTOMATED SIDE LO 5 YEAR WARRANTY ON BODY | | 1.00 | 176,995.79 | \$176,995.79 |
| | | 1.00 | 29,750.00 | \$29,750.00 |

TRUCK DEALER TO DROP SHIP AND PICK UP
TRUCK FROM AMREP
120 DAYS AFTER RECEIPT OF CHASSIS

BODY MODEL: AMHASLTPO19

Furnish and Install: One (1) Amrep Hardox Automated Side Loader Full Push Out AMHASLTPO-19 on Your 3-Axle Cab & Chassis
See Standard Specification Sheet - 19' Elliptical Body Style - 36 Cubic Yard Capacity, Full Push-Out Ejection, PTO and Pump
Body Material: Packer
Hopper Sides: 1/8" Hardox AR450, 175,000 PSI Steel Dual Blade Packer System, Low Packer Blade and Followroll
Body Lower: 1/8" Hardox AR450, 175,000 PSI Steel Year Plates
1/16" Hardox AR450, 175,000 PSI Steel
Body Upper: 1/8" Hardox AR450, 175,000 PSI Steel
Lighting: Amber Beacon, Low on Rear Door, Packer Light
PTO: Transmission Mounted PTO and Gear Pump
Strobe Box Light
Clamp: 10-60-90 Gallon Container Capacity
Controls: Single Joystick in Cab RH Side, Rocker Switch Controls RH Driver Door
Paint: Single Color - Body to Match Cab, Unless Otherwise Noted
Color Code: Default
Additional Items: Broom & Shovel Mounted on Body Shell
Camera(s): Rear Camera Bracket *Only
Fire Extinguisher 20lb on Tandem Fender
Body Service Hoist
Chassis Must be RH or Dual Drive with Amrep ASL Body

TOOL BOX, STEEL FRAME MOUNT 36"
PETERSON 4 LIGHT STROBE PACKAGE, 4
CORNERS
HYDRAULIC HOPPER COVER
SPILL KIT, 5 GAL BUCKET WITH MOUNTING
BRACKET

80 DGE CNG ROOF MOUNTY FUEL SYSTEM
MIDWEST AUTO- LUBE SYSTEM
INSTALLATION OF DEALER SUPPLIED
CAMERA
STANDARD 1 YEAR WARRANTY
RETURN INLINE OIL FILTER & 20 LB FIRE
EXTINGUISHER
PAINT ONE COLOR SOLID BLUE INCLUDED IN
PRICE

Sub-total \$206,745.79

TRUCK DEALER IS RESPONSIBLE FOR CNG WARRANTY
ADD STRIPES TO BODY - NO EXTRA CHARGE

Quote Good for 30 Days **Total** \$206,745.79



Your New Mexico Purchasing Cooperative

Since 1979

Contract Award Letter

July 17, 2020

Evan Smith
Bruckner Truck Sales, Inc.
8101 Daytona Rd NW
Albuquerque, NM87121

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:

CES RFP 2020-31B for CES Contract # 2020-31B-C106-ALL - Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to CES RFP 2020-31B solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the Bid documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for four (4) years from the date of this letter, Pursuant to 13-1-150 NMSA.

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

Sincerely Yours,

Cooperative Educational Services

David Chavez
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343



Contract Addendum I
CES Contract # 2020-31B-C106-ALL
Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Service

Date: March 1, 2021

To: BRUCKNER TRUCK CENTERS OF NM

RE: Amending the CES Terms and Conditions for Direct Purchase:

This Amendment I is issued to incorporate the CES Direct Purchase Program for those Vendors that are participating in the program. Therefore, Amendment I is to supplement, the following for the procurement file and with immediate effect, to the CES Terms and Conditions.

The following sections are Amended as follows:

Administrative Fee: CES' one point two five percent (1.25%) administrative fee must be included in the Offeror's net price for all services and deliverables (material, labor rates, reimbursable and other fees/charges) that are invoiced to CES' member. The CES administrative fee will be paid by the Offeror to CES once payment is received from the CES Member/Participating Entity according to the payment schedule established by CES, if awarded a contract. In the event that an alternative pricing method is approved by CES, then CES will determine the administrative fee amount and payment arrangements.

Ordering Process - Direct Purchase: For CES Direct Purchase the Member/Participating Entity makes their purchase order (PO) out to the Offeror and sends it to CES for contract compliance. CES will stamp the PO "Approved" and will forward the PO to the Offeror. This will serve as the "authorization" for the Offeror to proceed with the purchase. Offeror will invoice the Member/Participating Entity directly and collect payment. Offeror will remit to CES the CES administrative fee on a monthly basis according to the payment schedule established by CES.

Payment by CES – This section is deleted in its entirety.

Progress Payments: Under this solicitation (RFP), CES, its Members, and Participating Entities may allow progress payments to be made on goods and/or services received and accepted under the following conditions:

1. The Member or Participating Entity and the Offeror agree to the terms and milestones of the project for progress payments in writing prior to issuing a purchase order to the Offeror.
2. The quote or proposal in which the purchase order is based must clearly identify and describe the amount(s) to be paid and the date(s) payment(s) are to be made for the service or goods delivered.
3. The Member or Participating Entity will provide a method or criteria of verifying progress payment.
4. The Offeror must obtain from the Member or Participating Entity written documentation identifying work completed and goods received to be submitted with progress payment request.
5. Payments will be made after actual goods and/or services are verified, received and accepted by the Member or Participating Entity.
6. Payments will be made in full compliance with Member or Participating Entity local administrative procedures, policies and any/all other applicable state rules, regulations and statutes.
7. If the estimate of work/and or goods received are not approved and certified by the Member or Participating Entity can withhold an amount from the progress payment that reasonably represents the deficiency identified in the Offeror's payment request. In such cases, the Offeror agrees to hold CES harmless for any deficiency of payment.
8. Acceptance of final payment is a waiver of all claims, except unsettled claims previously made in writing.

Agreed effective the above date:

Cooperative Educational Services
OF NM

David Chavez
Printed Name

By: [Signature]

Title: Executive Director

BRUCKNER TRUCK CENTERS

[Signature]
Printed Name

By: [Signature]

Title: GM

Signature: Andy Hopkins
Andy Hopkins (Nov 30, 2021 10:38 MST)

Email: ajhopkins@santafenm.gov



City of Santa Fe, New Mexico

Memorandum



DATE: December 2, 2021

TO: Public Works/Utilities Committee, Finance Committee, Governing Body

VIA: Regina Wheeler, Public Works Director RW
 Sam Burnett, Facilities Division Director SB

FROM: Caryn Grosse, Facilities Project Administrator Sr *Cg*

ITEM AND ACTION:

Request Approval of Contract Amendment #1 to Extend the Term for the Approval of Service Agreement with Pluma LLC in the Total Amount of \$334,873.00 for Roof, HVAC, and Employee Parking Security Measures; Caryn Grosse, 955-5938, clgrosse@santafenm.gov

BACKGROUND AND SUMMARY:

In June 2021, City of Santa Fe approved a contract with Pluma, LLC, to utilize funding from the State Legislature for improvements at Municipal Court including replacing the roof, 10 cooling units, window actuators and controls (which aid in cooling and ventilation), and install fence and gates to secure the employee parking lot. These measures will improve comfort for staff and public, protect the building from further damage due to roof leaks, and improve security for staff.

The legislative language for the project is:

20-E2740, \$363,700.00 Appropriation Reversion Date: 30-JUN-24
 Laws of 2020, Chapter 81, Section 35, Para. 396, Three Hundred Sixty Three Thousand Seven Hundred Dollars (\$363,700.00) to plan, design, construct, furnish and equip renovations, including air conditioning and roof repairs, to the municipal court in Santa Fe, In Santa Fe County. After Arts in Public Places (AIPP) deduction of 1% (\$3,637.00), the net grant amount is **\$360,700.00**. The bulk of this appropriation will be spent on roofing and HVAC. In 2019, the State Legislature awarded the City \$117,000 to install bulletproof windows in the municipal at the customer service windows in the lobby. The grant number was 19-D3204.

The original contract term was through December 31, 2021, however, supply chain issues affecting the availability of certain materials, such as roofing, have contributed to delays in the schedule. As of the date of this memo, the roof is approximately 85% complete. The contractor has already obtained the new cooling units and those units will be installed when the roof is completed. Window actuators and controls, fence and gates are expected to install in January, with completion anticipated in early February. Staff is requesting an extension of term to December 31, 2022.

COMMITTEE SCHEDULE:

| | |
|----------------------------------|------------|
| Public Works/Utilities Committee | 12/13/2021 |
| Finance Committee | 1/3/2022 |
| Governing Body | 1/12/2022 |

PROCUREMENT METHOD:

The procurement method is via NM Statewide Price Agreement (SWPA) # 00-00000-20-00110 General Construction Services – Statewide, which expires on June 30, 2022.

CONTRACT NUMBER:

The Munis contract number is 3202658.

FUNDING SOURCE:

Project # FA320C Muni Court Repair-2020

Fund Name/Number: Facilities/320

Munis Org Name/Number: Facilities CIP/3209980

Munis Object Name/Number: WIP Construction/572970

ATTACHMENTS:

Amendment #1

Original Contract Packet

Project Schedule-revised

Statewide Price Agreement

Certificate of Insurance

Business License

Summary of Contracts

Procurement Checklist

**CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICE AGREEMENT
ITEM# 21-0273**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE SERVICE AGREEMENT, dated June 16, 2021, (the "Agreement"), between the City of Santa Fe (the "City") and PLUMA, LLC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide roof replacement, installation of new downdraft cooling units, replacement of window actuators and controls, and installation of fence and gates with controls for employee parking lot, as described in Article 2 of the agreement.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on DECEMBER 31, 2022. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150

through 152.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR: PLUMA, LLC

ALAN WEBBER, MAYOR

Jose Lopez *VP of opps*

CHRISTOPHER PACHECO,
MANAGING MEMBER

DATE: _____

DATE: 11/30/2021
CRS# 02-963775-00-9
Registration # 222373

ATTEST:

KRISTINE BUSTOS-MIHELIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Nov 30, 2021 13:40 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

3209980.572970 (Project # FA320C Muni Court Repair-2020)
MUNIS Org/Object *AH*

AH

AH



City of Santa Fe, New Mexico

Memorandum



DATE: May 7, 2021

TO: Governing Body, Finance Committee, Public Works/Utilities Committee

VIA: Regina Wheeler, Public Works Director *RW*

FROM: Caryn Grosse, Facilities Project Administrator *CG*

ITEM AND ACTION:

Request for the Approval of Service Agreement with Pluma LLC in the Total Amount of \$334,873.00 for Roof, HVAC, and Employee Parking Security Measures; Caryn Grosse, 955-5938, cgrosse@santafenm.gov

BACKGROUND AND SUMMARY:

City of Santa Fe recently approved a State of New Mexico General Fund Grant Agreement for the project at the Municipal Court to replace the roof, 10 cooling units, and window actuators and controls (which aid in cooling and ventilation), and install fence and gates to secure the employee parking lot. These measures will improve comfort for staff and public, protect the building from further damage due to roof leaks, and improve security for staff.

The legislative language for the project is:

20-E2740, \$363,700.00 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Para. 396, Three Hundred Sixty Three Thousand Seven Hundred Dollars (\$363,700.00) to plan, design, construct, furnish and equip renovations, including air conditioning and roof repairs, to the municipal court in Santa Fe, In Santa Fe County. After Arts in Public Places (AIPP) deduction of 1% (\$3,637.00), the net grant amount is \$360,700.00. The bulk of this appropriation will be spent on roofing and HVAC. In 2019, the State Legislature awarded the City \$117,000 to install bulletproof windows in the municipal at the customer service windows in the lobby. The grant number was 19-D3204.

PROCUREMENT METHOD:

The procurement method is via NM Statewide Price Agreement (SWPA) # 00-00000-20-00110 General Construction Services – Statewide, which expires on June 30, 2021.

SCHEDULE:

| | |
|----------------------------------|--------------------------------|
| Public Works/Utilities Committee | 5/24/2021 (Deadline 5/12/2021) |
| Finance Committee | 6/1/2021 |
| Governing Body | 6/9/2021 |

CONTRACT NUMBER:

The FY20 Munis contract number is 3202658.

FUNDING SOURCE:

Project # FA320C Muni Court Repair-2020

Fund Name/Number: Facilities/320

Munis Org Name/Number: Facilities CIP/3209980

Munis Object Name/Number: WIP Construction/572970

City of Santa Fe Contract
Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Pluma, 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 Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement 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.

C. "You" and "your" refers to **Pluma, LLC**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work at City of Santa Fe Municipal Court, located at 2511 Camino Entrada, Santa Fe, NM 87507, as described in Proposal 21-2077 (Exhibit A attached hereto):

- 1) Replace roof and install new downdraft cooling units.
- 2) Replace window actuators and controls.
- 3) Install fence and gates with controls for employee parking lot.

3. **Compensation**

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

| <u>Deliverable item:</u> | <u>U/I (unit of issue)</u> | <u>Price</u> |
|----------------------------------|----------------------------|---------------|
| 01 Roof and Cooling Units | EA | \$ 136,550.00 |
| 02 Window Actuators and Controls | EA | \$ 88,404.36 |
| 03 Fence and Gates | EA | \$ 55,788.00 |
| | Subtotal | \$ 280,742.36 |
| | NMGRT | \$ 23,687.64 |
| | Total | \$ 304,430.00 |

| <u>Unanticipated Cost Overruns:</u> | <u>U/I (unit of issue)</u> | <u>Price</u> |
|-------------------------------------|----------------------------|--------------|
| 01 10% Unanticipated Cost Overrun* | | \$ 30,443.00 |

*In the event the project exceeds the deliverable amount, the City, at its discretion, may agree to pay additional compensation to the contractor in an amount less than or equal to 10% of the project cost.

The total compensation under this Agreement shall not exceed \$334,873.00 including New Mexico gross receipts tax.

4. **Payment Provisions**

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

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on December 31, 2021. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 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 Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City 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 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 Vendor 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 Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

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

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.

8. **Amendment**

A. This Agreement 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. 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 Agreement or assign any claims for money due or to become due under this Agreement 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 Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/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 Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor 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. Vendor 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 Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement 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 Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement 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 Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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 Agreement 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 Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. 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 Agreement, will continue to comply with, and that this Agreement 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 Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, 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 Agreement 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 Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

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 Agreement: Merger**

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

23. **Notice**

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.

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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, 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 Agreement 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 Agreement 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 Agreement, 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, § 38-3-1 (G). By execution of this Agreement, 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 Agreement.

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 Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement 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 Agreement, 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 Agreement in reverse chronological order; (2) the Agreement, 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 Agreement 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 Agreement. 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 Agreement requires. The City has the right to inspect and test all services

contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. 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 Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement 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 Agreement; 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 Agreement, 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 Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.

b. Property damage or combined single limit coverage: \$1,000,000.

c. Automobile liability (including non-owned automobile coverage): \$1,000,000.

d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement 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 Agreement 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 Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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 Agreement 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 Agreement, 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:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and
- iii. 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:

- i. 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;
- ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. 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 Agreement paragraphs titled “Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability” shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

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 Agreement, 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 Agreement. However, the disclosure will be considered in the determination of the Contractor’s responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

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 Agreement. 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 Agreement.

41. **Notification**

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

To the City:

Caryn Grosse, Project Administrator
City of Santa Fe
2651 Siringo Road, Building E
PO Box 909
Santa Fe, NM 87504-0909
505-955-5938 (o), 505-795-2471 (m)
clgrosse@santafenm.gov

To the Contractor:

Christopher Pacheco, Managing
Member
Pluma, LLC
6301 4th Street NW, Suite 1
Albuquerque, NM 87107
505-345-0755 (o)
chris@plucys.com

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

42. **Succession**

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

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

CITY OF SANTA FE:


Alan Webber (Jun 16, 2021 13:45 MDT)

ALAN WEBBER,
MAYOR

DATE: Jun 16, 2021

CONTRACTOR: PLUMA, LLC



CHRISTOPHER PACHECO,
MANAGING MEMBER

DATE: 5/5/2021

CRS# 02-963775-00-9

Registration # 222373

ATTEST:


Kristine Mihelcic (Jun 16, 2021 21:48 MDT)

KRISTINE BUSTOS-MIHELICIC, 
CITY CLERK
GB MTG 06/09/21

CITY ATTORNEY'S OFFICE:


Marcos Martinez (May 3, 2021 08:40 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


Alexis Lotero, Assistant Finance Director (Jun 16, 2021 13:12 MDT)

MARY MCCOY,
FINANCE DIRECTOR

3209980.572970 (Project # FA320C Muni Court Repair-2020) 
MUNIS Org/Object AJH



Pluma, LLC
 6301 4th St NW, Ste 1
 Albuquerque, NM 87107
 (505) 345-0755
 chris@plucys.com
 http://www.plucys.com



Estimate

ADDRESS

City of Santa Fe
 PO Box 909
 Santa Fe, NM 87504-0909

SHIP TO

City of Santa Fe
 2511 Camino Entrada
 Santa Fe, NM 87507

ESTIMATE # 21-2077

DATE 04/28/2021

EXPIRATION DATE 06/28/2021

| ACTIVITY | QTY | RATE | AMOUNT |
|--|-----|------|------------|
| Statement of Work GC will demo 10 existing downdraft AC units and reinstall 10 new downdraft aero cool M#TD6801C6800 units. GC will install new units to existing ductwork on roof, seal new units to ductwork and mount with new logs. Install new 1 Hp 2 stage motors on all units, connect new waterline to existing water supply. Start up new units and test for proper function, haul off old units. GC will remove all loose gravel and counter flashing on all flat portions of existing roof to include above entry to main parking lot. GC will install a mechanically attached TPO roof system and will reseal all metal coping on window with a silicone system to prevent further leaking. GC will refresh overall the metal roof sections to include resealing any and all penetration's and fasteners. | | 0.00 | |
| Superintendent/Foreman | | | 12,800.00T |
| Mechanical | | | 41,250.00T |
| Roofing | | | 82,500.00T |
| Statement of Work GC will demo 45 window actuators and replace with a new replacement model to include new control pads. | | | |
| Superintendent/Foreman | | | 10,125.00T |
| Labor | | | 21,600.00T |
| Materials Window Actuators, Control Panels, Wire, Misc. Fasteners | | | 47,799.42T |
| Rental(s) 2 - 35' Scissor Lifts | | | 4,100.00T |
| ST&C Small Tools & Consumables | | | 4,779.94T |
| Statement of Work GC will supply and install approx. 160 ft of 7ft tall curved top ornamental iron fence. Panels will have three 1 1/2" rails with 3/4" speared cured top pickets. GC will supply and install two 4'7" walk thru gates, two 14'x7' single swing gates. GC will supply and install two lift master CSW240L swing gate operators with card reader access and free exit loops. | | 0.00 | |
| Superintendent/Foreman | | | 3,200.00T |
| Line Item Quote American Fence | | | 52,588.00T |
| Terms and Exclusions This a firm, fixed contract price. Work performed on this contract will not be converted to time and materials. | | | |

Work is limited to that described in the Statement of Work (SOW) above. Materials are limited to those materials listed above. Any changes or additions to the SOW or materials list will require a change to this estimate, signed by the property owner. Terms are 50% upon estimate signature, and 50% upon completion (COD). Contractor is not responsible for any pre-existing conditions or any work not outlined in the SOW above. 1 year labor and materials warranty.

New Mexico's Most Innovative Construction Company.
 A Service Disabled Veteran Owned Small Business.

Pluma Construction Systems is Licensed, Bonded, and Insured. NM License Number 387286
 Notice: All work subject to New Mexico Law Section 48-2; Mechanics' and Materialman's Lien Law.

| | |
|---------------|---------------------|
| SUBTOTAL | 280,742.36 |
| TAX (8.4375%) | 23,687.64 |
| TOTAL | \$304,430.00 |

Accepted By

Accepted Date

New Mexico's Most Innovative Construction Company.
A Service Disabled Veteran Owned Small Business.

Pluma Construction Systems is Licensed, Bonded, and Insured. NM License Number 387286
Notice: All work subject to New Mexico Law Section 48-2; Mechanics' and Materialman's Lien Law.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

11. Munis Contract # 3202658

Contractor: Pluma, LLC

Description: **Request for Approval of Service Contract in the Total Amount of \$334,873.00 for Roof, HVAC and Other Renovations at Municipal Court**

Contract Agreement Lease / Rent Amendment

Term Start Date: upon approval Term End Date: December 31, 2021

Approved by Council Date: _____

Contract / Lease: Original Contract

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. Procurement History: SWPA 00-0000-20-00110 General Construction Services - Statewide

Sam Doney
Sam Doney (May 10, 2021 11:08 MDT)

May 10, 2021

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: Issued through a SWPA

4. Funding Source: FA320C Muni Court Repair-2020

Org / Object: 3209980.572970

Andy Hopkins
Andy Hopkins (May 10, 2021 16:23 MDT)

May 10, 2021

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Caryn Grosse Phone # 955-5938

Email: clgrosse@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Pluma, LLC

Procurement Title: Roof and HVAC Renovations at Municipal Court

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Public Works on Behalf of Municipal Court Staff Name Caryn Grosse, x5938

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

| YES | N/A | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | State Price Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | RFP |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluation Committee Report |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | ITB |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bid Tab |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Quotes (3 valid current quotes) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sole Source Request and Determination Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contractors Exempt Letter |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officers approval for exempt procurement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | FIR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Executed Contract, Agreement or Amendment |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | All documentation presented to Committees |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

Caryn Grosse Facilities Project Administrator, 2020

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway Chief Procurement Officer May 10, 2021
Fran Dunaway (May 10, 2021 17:08 MDT)

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*



State of New Mexico General Services Department

Statewide Price Agreement

Awarded Vendors:
43 Vendors – Starting on page 6

Price Agreement Number: 00-00000-20-00110

Payment Terms: See page 6

F.O.B.: Destination

Delivery: See page 6

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

Procurement Specialist: Michael Saavedra MS

Telephone No.: 505-827-0610

Email: Michael.Saavedra@state.nm.us

Invoice:
As Requested

Title: **General Construction Services - Statewide**

Term: **July 1, 2020 thru June 30, 2021**

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

Valerie Paulk
New Mexico State Purchasing Agent

Date: 6/26/2020

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

JSZ

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

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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. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-3

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 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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-4

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 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 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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

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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 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 of 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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Awarded Vendors:

(AA) 0000139642

AGM Konstruction LLC
1570 Pacheco Street, Suite E-6
Santa Fe, NM 87505
505-429-6072 or 505-365-2922
ambrose@AGMKonstruction

Payment Terms: 30 days
Delivery: FOB - Job Site

(AB) 0000053415

Advanced Environmental Solutions, Inc.
2318 Roldan Drive
Belen, NM 87002
505-861-1700
asaiz@aesnm.com

Delivery: Per Contract Specs

(AC) 0000107401

All-Rite Construction, Inc.
dba RITECON
539 Oliver Ross Drive NW
Albuquerque, NM 87121
505-344-7663
meshach@ritecon.com

Payment Terms: Net 30

Delivery: As Requested

(AD) 0000009253

Allied Electric, Inc.
2859 Cerrillos Road
Santa Fe, NM 87507
mailing: PO Box 28430
Santa Fe, NM 87592-8430
505-438-8899
melissa@alliednm.com

Payment Terms: Net 30 days

Delivery: As Requested by Owner

(AE) 0000054601

Anchorbuilt, Inc.
PO Box 27688
Albuquerque, NM 87125
505-342-2452
ray.zamora@anchorbuilt.com or mfranco@anchorbuilt.com

Payment Terms: Net 30

Delivery: As Requested

(AF) 0000046277

B & D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123
505-299-4464
clinton@banddindustries.com

Payment Terms: Net 30 days

Delivery: FOB Destination

State of New Mexico
General Services Department
Purchasing Division
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(AG) 0000146366
Barnsley Construction, LLC
4900 Hawkins Street
Albuquerque, NM 87109
505-856-5576
rayc@barnsleyconstruction.com

Payment Terms: Net 30
Delivery: FOB Destination

(AH) 0000146367
Miguel Contreras
dba C R M Construction
413 Burma Drive NE
Albuquerque, NM 123
505-974-1869
miguel.crmconstruction@gmail.com

Payment Terms: Net 30
Delivery: As Requested

(AI) 0000051994
Classic Industries, Inc.
PO Box 434
Dona Ana, NM 88032
575-523-2053
classic.industries@comcast.net

Payment Terms: Net 30
Delivery: 5 days from Notice to Proceed

(AJ) 0000138100
Consolidated Builders of NM LLC
PO Box 26785
Albuquerque, NM 87125
505-873-6139
consolidatedbuilders@comcast.net

Payment Terms: Net 30
Delivery: As requested

(AK) 0000116075
Davenport Construction Management LLC
141 Camino de las Crucitas
Santa Fe, NM 87501
505-660-7105
mitch@dcmm.com

Payment Terms: net 30
Delivery: As Requested

(AL) 0000012754
FacilityBUILD, Inc.
5904 Florence Ave, NE
Albuquerque, NM 87113
505-828-0060
camkilcup@facilitybuild.com

Payment Terms: Net 30
Delivery: As Required

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

(AM) 0000079938

Facility Solutions Group
8340 Burnham Road, Suite 300
El Paso, TX 79907
915-307-3386
jerrod.kew@fsg.com

Payment Terms: Net 30

Delivery: 7209 Jefferson Street SW

(AN) 0000043596

First Mesa Construction, Inc.
8819 Second Street NW
Albuquerque, NM 87114
505-843-8990
cheryl@firstmesa.net

Payment Terms: Net 30 days

Delivery: First Mesa Construction, Inc.

(AO) 0000049692

Franken Construction Co., Inc.
1025 Douglas Avenue
Las Vegas, NM 87701
505-554-1481 or 505-429-1962
brentfranken@frankenconstruction.com

Payment Terms: Net 30 days

Delivery: 1025 Douglas Avenue, Las Vegas,
NM 87701

(AP) 0000090285

GM Emulsion, LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
gabriel@gmemulsion.com

Payment Terms: Net 30

Delivery: As requested

(AQ) 0000141388

GME General Building LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
erik@gmegeneralbuilding.com

Payment Terms: Net 30

Delivery: As requested

(AR) 0000052470

HEI, Inc.
PO Box 31310
Albuquerque, NM 87190
505-880-1819
whumbard@heinm.com

Payment Terms: Net 30

Delivery: FOB Destination

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

(AS) 0000049140

Handiwork, Inc.
4425 Juan Tabo Blvd NE, #208
Albuquerque, NM 87111
505-239-5575
jshuster@swcp.com

Payment Terms: Net 30 Days

Delivery: As Requested, FOB Destination

(AT) 0000046321

Jack B. Henderson Construction Co., Inc.
501 Eubank Blvd. SE
Albuquerque, NM 87123
505-292-8955
jeichhorst@jbhenderson.com

Payment Terms: Net 21

Delivery: 501 Eubank Blvd. SE, Alb. NM 87123

(AU) 0000093684

JRM Construction Co, LLC
2620 Via Berrenda
Santa Fe, NM 87505
505-920-9768
bob87505@aol.com

Payment Terms: net 30

Delivery: N/A

(AV) 0000087051

La Mesilla Construction, LLC
98 County Road 119
Española, NM 87532
505-927-6513
lamesillaconstruction@gmail.com

Payment Terms: Net 21

Delivery: per owner's request

(AW) 0000055206

Lone Mountain Contracting, Inc.
125 Bosque Farms Blvd.
Bosque Farms, NM 87068
505-869-2996
tessie@lonemountain.com or nick@lonemountain.com

Payment Terms: Net 30

Delivery: 125 Bosque Farms Blvd. Bosque Farms
NM 87068

(AX) 0000050594

Longhorn Construction Services, Inc.
9208 Lona Lane NE
Albuquerque, NM 87111
505-858-1360
lcsinc@comcast.net or samlcs@comcast.net

Payment Terms: 30 Days

Delivery: FOB job site

(AY) 0000046795

Lynco Electric Co. Inc.
1520 West Amador
Las Cruces, NM 88005
575-523-9066
lyncoelec Nathan@comcast.net

Payment Terms: NET 30

Delivery: AS INDICATED ON BID FORM

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

(AZ) 0000070502

Mans Construction, Inc.
1996 S Valley Drive
Las Cruces, NM 88005
575-644-5011
ftorres@mans-co.com

Payment Terms: (21 days from acceptance of
undisputed invoice)

Delivery: As Requested per Contract Documents

(BA) 0000011272

Mechanical Controls Solutions
dba MCS
4020 Vassar Drive NE, Suite B
Albuquerque, NM 87107
505-888-1616
mmacready@icsicontrols.com

Payment Terms: Net 45

Delivery: As Requested

(BB) 0000086491

Mevacon LLC
1207 Scoggins
Las Cruces, NM 88005
575-524-0327
arivas@meva-con.com

Payment Terms: Per Terms and Conditions

Delivery: 1207 Scoggins, Las Cruces, NM 88005

(BC) 0000049376

Mick Rich Contractors, Inc.
8401 Firestone Lane, NE
Albuquerque, NM 87113
505-823-9782
jimrich@mickrichcontractors.com

Payment Terms: Net 30

Delivery: As Requested

(BD) 0000090378

Nieto Custom Builders
428 Candie Lane
Corrales, NM 87048
505-270-1346
pnieto@ncbnmpro.com

Payment Terms: 30 days

Delivery: Open

(BE) 0000140941

Northeastern Construction Company
925 Mills Ave
Las Vegas, NM 87701
505-454-8143 or 505-426-7585
sean@necbuilders.net or necontractors@yahoo.com

Payment Terms: Net 30 days

Delivery:

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

(BF) 0000114869

Pluma, LLC
6301 4th Street NW, Suite 1
Albuquerque, NM 87107
505-345-0755
chris@plucys.com

Payment Terms: Net 30

Delivery: FOB Destination

(BG) 0000108577

QA Engineering
1409 Ortiz Drive SE
Albuquerque, NM 87108
505-338-7092 or 505-250-8663
robert@qaengineering.com

Delivery: FOB Job site

(BH) 0000132517

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

Payment Terms: NET 30

Delivery: e-mail or US Mail

(BI) 0000135923

Road Runer Plaster & Drywall LLC
3272 Ojos De Jo
Santa, Fe, NM
505-670-3426
ivanroadrunner@live.com

Payment Terms:

Delivery: Upon Receipt

(BJ) 0000009789

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

Payment Terms: Net 30

Delivery: Destination

(BK) 0000076453

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

Payment Terms: 30 days net

Delivery:

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

(BL) 0000146352

Snyder Construction
5800 San Francisco Rd NE
Albuquerque, NM 87109
505-923-3181

Payment Terms: Net 30

Delivery: Destination

zsnyder@snyder-const.com or tmcmain@snyder-const.com

(BM) 0000051414

WWRC, Inc.
1716 W. 7th
Clovis, NM 88101
575-769-2618

Payment Terms: net 30 days

Delivery: as requested

wwrc@wwrcinc.com or ricky@wwrcinc.com

(BN) 0000009760

Weil Construction, Inc.
3344 Princeton Dr. NE
Albuquerque, NM 87107
505-899-3535

Payment Terms: Net 30

Delivery: Delivery

chris@weilconstruction.com

(BO) 0000048657

Welch's Boiler Service, Inc.
6060 Isleta Blvd S.W.
Albuquerque, NM 87105
505-877-0356

Payment Terms: Net 30

Delivery: TBD, Job site.

welchsboiler@comcast.net or keith.welch99@comcast.net

(BP) 0000052947

Western Mechanical Co.
DBA/Western Mechanical HVAC & Plumbing
3301 Girard Blvd NE
Albuquerque, NM 87107
505-341-4458 or 505-948-3800

Payment Terms: 30 Days

Delivery: Hand Delivery

westernmechanical@hotmail.com or mike.westernmechanical@gmail.com

(BQ) 0000050416

White Sands Construction, Inc.
1700 10th Street
Alamogordo, NM 88310
575-437-7816

Payment Terms: 21 Days after Submission

Delivery: 1700 10th Street, Alamogordo,
NM 88310

catlin@whitesandsconstruction.com



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: PLUMA CONSTRUCTION SYSTEMS
DBA: PLUMA CONSTRUCTION
SYSTEMS

Business Location: 6301 4TH ST NW STE 7
ALBUQUERQUE, NM 87107

Owner: PLUMA CONSTRUCTION SYSTEMS

License Number: 222373

Issued Date: May 06, 2021

Expiration Date: May 06, 2022

CRS Number: 02963775009

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General

Fees Paid: \$10.00

PLUMA CONSTRUCTION SYSTEMS
6301 4TH ST NW STE 7
ALBUQUERQUE, NM 87107

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/07/2021

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 Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110 | | CONTACT NAME: Susan Vance PHONE (A/C, No, Ext): (505) 881-0300 E-MAIL ADDRESS: svance@downeyandco.com FAX (A/C, No): (505) 881-0908 | |
| INSURED Pluma, LLC, DBA: Pluma Construction Systems 6301 4th St, NW Suite 1 Albuquerque NM 87107 | | INSURER(S) AFFORDING COVERAGE INSURER A: Donegal Insurance Group INSURER B: Builders Trust of New Mexico INSURER C: INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 13692 | |

COVERAGES

CERTIFICATE NUMBER: 2020-2021 Multi

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|----------|----------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | CPT9304970 | 06/01/2020 | 06/01/2021 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | MED EXP (Any one person) \$ 5,000 |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | OTHER: | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY | | | CA9063215 | 06/01/2020 | 06/01/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY | <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per person) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS ONLY | <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB | | | CXL9304970 | 06/01/2020 | 06/01/2021 | EACH OCCURRENCE \$ 2,000,000 |
| | <input checked="" type="checkbox"/> EXCESS LIAB | <input checked="" type="checkbox"/> OCCUR | | | | | AGGREGATE \$ 2,000,000 |
| | | <input type="checkbox"/> CLAIMS-MADE | | | | | \$ |
| | DED | RETENTION \$ | | | | | \$ |
| B | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WC-100-0006343-2021A | 01/01/2021 | 01/01/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y / N <input type="checkbox"/> | N / A | | | | E.L. EACH ACCIDENT \$ 2,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 2,000,000 |

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

CERTIFICATE HOLDER**CANCELLATION**CITY OF SANTA FE - PUBLIC WORKS
120 S. FEDERAL PL #305

SANTA FE

NM 87501

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

Susan J. Vance

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Phone: 877 816 2800

PO Box 32577
Waco, Texas 76703-4200

**PERFORMANCE BOND
(NEW MEXICO - PUBLIC WORKS)**

Bond Number: CNB-38835-00

KNOW ALL MEN BY THESE PRESENTS:

THAT, Pluma, LLC, (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of New Mexico and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto the City of Santa Fe (hereinafter called the Obligee), in the amount of Three Hundred and Thirty-Four Thousand Eight Hundred and Seventy-Three Dollars and Zero Cents (\$ 334,873.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain Contract with the Obligee, dated the _____ day of _____, _____, for the construction of _____
3202658 Sana Fe Municipal Court, Replace roof, install cooling unit, replace window actuators & control, install fence & gates for employee parking lot.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the Contract and the Contract Documents, including the plans and specifications, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Section 13-4-18 of Chapter 13 of New Mexico Statutes Annotated 1978 and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that this bond is conditioned upon the Obligee having fully and completely discharged its obligations under the Contract, and the Contract Documents, including, but not limited, to having paid the Principal in strict accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that in order to invoke the Surety's obligations to the Obligee, the Obligee shall have defaulted and terminated the Principal in accordance with the Contract and the Contract Documents and shall have mailed notice to the Surety, within seven (7) days of the default and termination of the Principal, at:

Insurors Indemnity Company
P.O. Box 2683
Waco, TX 76702-2683

Or

Insurors Indemnity Company
225 South Fifth Street
Waco, TX 76710

of said default and termination; and

PROVIDED FURTHER, that the Surety shall have Twenty (20) businesses days, not including the date of receipt, after the receipt of the notice of default and termination to review the default and termination of the Principal to decide whether it will:

- 1) Proceed to arrange for completion of the work by either:
 - A) Taking over the work; or
 - B) Financing the Principal; or
 - C) Tendering a replacement contractor to the Obligee and paying the difference between the replacement contractor's contract price and the remaining contract funds to the Obligee; or
 - D) Arranging for the completion of the work in some other manner; or
- 2) Deny liability and coverage under this bond; and

PROVIDED FURTHER, that the Obligee, in the event of a default and termination of the Principal, shall:

- 1) Fully cooperate in the Surety's review of the default and termination by providing a copy of all the Contract Documents and all other documents requested by the Surety;
- 2) Allow the Surety or the Surety's representatives full and complete access to the construction site; and
- 3) In the event the Surety takes over the work, finances the Principal or arranges for the completion of the work by paying to the Surety, or as the Surety may designate, the unpaid Contract proceeds in accordance with the terms and conditions of the Contract; and

PROVIDED FURTHER, that any payments by the Surety shall reduce the penal sum of this bond to the extent that the Obligee does not reimburse the Surety by paying to the Surety the remaining Contract balances; and

PROVIDED FURTHER, that the Surety is NOT bound by any arbitration term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that the Surety is NOT bound by any indemnification term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that the Obligee must give the Surety the written notice of default stated above no later than one (1) year from the date of the earliest to occur of the following: (i) the date of any abandonment of the Contract; (ii) the date final payment is made to the Principal under the Contract; or (iii) the date the Principal last performed Work under the Contract. Any default declared or claim made by the Obligee outside this timeframe is not covered by this Bond.

PROVIDED FURTHER, that no right of action shall accrue on this bond to or for the use of any person or entity other than the Obligee named herein. No suit shall be filed on this bond after one year from the earliest date in sections (i)-(iii) of the preceding paragraph, nor may suit be brought other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, and not elsewhere; provided, however, if the limitation or period of time to make claims herein are prohibited by any law, then such limitation or period of time shall be deemed to be amended so as to be equal to the minimum period of limitation or notice allowed by such law.

PROVIDED FURTHER, that this bond is NOT a substitute for and is NOT meant to, or intended to, supplement the insurance required to be furnished by the Principal in accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that this bond does not provide coverage for and the Surety shall not be liable for molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, mycotoxins, toxins, viruses, or their related parts, nor the remediation thereof, nor the consequences or the results of their occurrence, existence, or appearance, whether or not they were caused by Principal's actions or inactions; and

PROVIDED FURTHER, that this bond does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war; and

PROVIDED FURTHER, that in any lawsuit involving this bond the prevailing party shall be awarded its attorney fees.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 7th day of May, 2021.

APPROVED AS TO FORM:

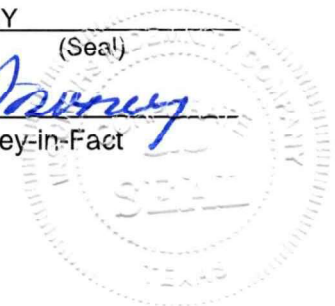
By: _____ Obligee (Seal)

PRINCIPAL: _____ Pluma, LLC
(Seal)

By: [Signature] MANAGER
(title)

INSURORS INDEMNITY COMPANY
(Seal)

By: [Signature]
Christian B. Downey, Attorney-in-Fact





Phone: 877 816 2800

PO Box 32577
Waco, Texas 76703-4200

**PAYMENT BOND
(NEW MEXICO - PUBLIC WORKS)**

Bond Number CNB-38835-00

KNOW ALL PERSONS BY THESE PRESENTS:

THAT Pluma, LLC (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of New Mexico and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto City of Santa Fe (hereinafter called the Obligee), in the amount of Three Hundred and Thirty-Four Thousand Eight Hundred and Seventy-Three Dollars and Zero Cents (\$ 334,873.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the _____ day of _____, _____, for the construction of _____
3202658 Sana Fe Municipal Court, Replace roof, install cooling unit, replace window actuators & control, install fence & gates for employee parking lot .

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provide for in said contract, and shall pay all taxes due to the State of New Mexico arising out of construction services rendered under the Contract then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Sections 13-4-18 and 13-4-19 of Chapter 13 of New Mexico Statutes Annotated 1978 and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that the Surety's address for giving notice of claim is:

Insurors Indemnity Company
P.O. Box 2683
Waco, TX 76702-6683;

Or

Insurors Indemnity Company
225 South Fifth Street
Waco, TX 76710.

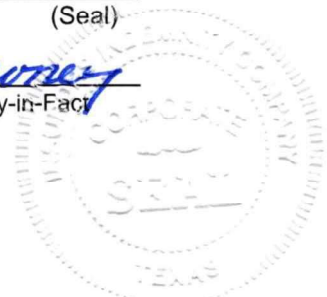
SIGNED, SEALED AND DATED this 7th day of May, 2021.

PRINCIPAL: Pluma, LLC (Seal)
By: [Signature] M. A. W. G. F. L.
(title)

APPROVED AS TO FORM:

By: _____
Obligee

INSURORS INDEMNITY COMPANY (Seal)
By: Christian B Downey
Christian B. Downey, Attorney-in-Fact



**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas**

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-38835-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Christian B. Downey of the City of Albuquerque, State of NM

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

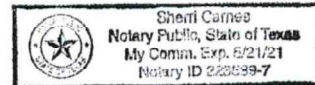
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

INSURORS INDEMNITY COMPANY
By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sheri Carnes
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this _____ day of May, 2021.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.



Phone: 877 816 2800

PO Box 32577
Waco, Texas 76703-4200

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577
Waco, TX 76703-4200
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 32577
Waco, TX 76703-4200
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
(45) Vendors

Telephone:

Price Agreement Number: 00-00000-20-00110

Price Agreement Amendment No.: Three

Term: July 1, 2020 – June 30, 2022

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

Invoice:
As Requested

Procurement Specialist: Michael Saavedra

Telephone No.: (505) 827-0610

Email: Michael.Saavedra@state.nm.us

Title: **General Construction Services - Statewide**

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

This amendment is issued to reflect the following effective immediately:

- 1.) **Awarded vendors are still required to charge the agency or local public body NM Gross Receipts Tax on all projects resulting from this Price Agreement. Gross Receipts Tax is to be a separate line-item on the quote and on all pay applications/invoices.**
- 2.) **For the section on Compensation Caps, the agency or local public body is not to include gross receipts tax on the four million dollar (\$4,000,000) single project limit and the twelve million five hundred thousand dollar (\$12,500,000) Price Agreement limit are exclusive of NM Gross Receipts Tax. These limits are for the services themselves and NM Gross Receipts Tax can be added to them.**
- 3.) **Agencies and local public bodies reporting to the State Purchasing Division, are to only report the total amount of labor plus materials without NM Gross Receipts Tax.**

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

Valerie Paulk

Date: 10/26/2021

Mark Hayden, New Mexico State Purchasing Agent

x This Amendment is signed on behalf of the State Purchasing Agent.

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

JDZ MS


Certificate Of Completion


| | |
|--|------------------------------|
| Envelope Id: EAF0C666E7F443ED9B8FD22D98BA9906 | Status: Completed |
| Subject: Please DocuSign: 00-00000-20-00110 A003.doc | |
| Source Envelope: | |
| Document Pages: 1 | Signatures: 1 |
| Certificate Pages: 5 | Initials: 2 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Michael Saavedra |
| Time Zone: (UTC-07:00) Mountain Time (US & Canada) | 13 Bataan Blvd |
| | Santa Fe, NM 87508 |
| | Michael.Saavedra@state.nm.us |
| | IP Address: 174.205.106.17 |

Record Tracking

| | | |
|--------------------------------------|------------------------------|--------------------|
| Status: Original | Holder: Michael Saavedra | Location: DocuSign |
| 10/26/2021 8:30:51 AM | Michael.Saavedra@state.nm.us | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: GSD | Location: DocuSign |

Signer Events

| Signer Events | Signature | Timestamp |
|---|---|---|
| Travis Dutton- Leyda Travis.Dutton-Leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 73.127.219.222 | Sent: 10/26/2021 8:46:30 AM Viewed: 10/26/2021 12:24:06 PM Signed: 10/26/2021 12:24:48 PM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |

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|---|---|--|
| Michael Saavedra michael.saavedra@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 174.205.106.17 | Sent: 10/26/2021 12:24:50 PM Viewed: 10/26/2021 1:31:11 PM Signed: 10/26/2021 1:32:01 PM |
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Electronic Record and Signature Disclosure:
Accepted: 6/4/2020 11:04:51 AM
ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

| | | |
|--|---|---|
| Valerie Paulk valerie.paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10 | Sent: 10/26/2021 1:32:02 PM Viewed: 10/26/2021 1:36:41 PM Signed: 10/26/2021 1:37:24 PM |
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| In Person Signer Events | Signature | Timestamp |
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| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |

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| Certified Delivery Events | Status | Timestamp |
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| Carbon Copy Events | Status | Timestamp |
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| Witness Events | Signature | Timestamp |
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| Notary Events | Signature | Timestamp |
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| Payment Events | Status | Timestamps |
|-----------------------|---------------|-------------------|

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| Electronic Record and Signature Disclosure |
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

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

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

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

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

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

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



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

Statewide Price Agreement Amendment

**Awarded Vendor:
45 Vendors**

Number: 00-00000-20-00110

Amendment No.: Two

Term: July 1, 2020 – June 30, 2022

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

Procurement Specialist: Michael Saavedra

Telephone No.: 505-372-8489

Email: Michael.Saavedra@state.nm.us

**Invoice:
As Requested**

Title: General Construction Services - Statewide

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 July 1, 2021 to June 30, 2022 at the same price, terms and conditions.

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

Valerie Paulk
Mark Hayden, New Mexico State Purchasing Agent

Date:3/31/2021

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

Certificate Of Completion

| | |
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| Envelope Id: BCA8D71304BF4ED1B0932C3E0D419360 | Status: Completed |
| Subject: Please DocuSign: SPD SPA | |
| Source Envelope: | |
| Document Pages: 1 | Signatures: 1 |
| Certificate Pages: 5 | Initials: 2 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Clarke Fountain |
| Time Zone: (UTC-07:00) Mountain Time (US & Canada) | 13 Bataan Blvd |
| | Santa Fe, NM 87508 |
| | ClarkeJ.Fountain@state.nm.us |
| | IP Address: 174.237.135.68 |

Record Tracking

| | | |
|--|---|--------------------|
| Status: Original 3/31/2021 9:53:13 AM | Holder: Clarke Fountain ClarkeJ.Fountain@state.nm.us | Location: DocuSign |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: GSD | Location: DocuSign |

Signer Events

| Signature | Timestamp |
|--|--|
| Clarke Fountain clarkej.fountain@state.nm.us Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None) | Sent: 3/31/2021 9:54:22 AM Viewed: 3/31/2021 9:54:33 AM Signed: 3/31/2021 9:54:40 AM |
| <i>CF</i> | |
| Signature Adoption: Pre-selected Style Using IP Address: 174.237.135.68 | |

Electronic Record and Signature Disclosure: Not Offered via DocuSign

| | | |
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| Michael Saavedra michael.saavedra@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None) | <i>MS</i> | Sent: 3/31/2021 9:54:41 AM Viewed: 3/31/2021 11:20:01 AM Signed: 3/31/2021 11:20:20 AM |
| Signature Adoption: Pre-selected Style Using IP Address: 174.237.128.217 | | |

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

| | | |
|---|----------------------|---|
| Valerie Paulk valerie.paulk@state.nm.us State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None) | <i>Valerie Paulk</i> | Sent: 3/31/2021 11:20:22 AM Viewed: 3/31/2021 11:26:21 AM Signed: 3/31/2021 11:27:14 AM |
| Signature Adoption: Pre-selected Style Using IP Address: 174.237.133.74 Signed using mobile | | |

Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

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

| Certified Delivery Events | Status | Timestamp |
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| Carbon Copy Events | Status | Timestamp |
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| Witness Events | Signature | Timestamp |
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| Notary Events | Signature | Timestamp |
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| Envelope Summary Events | Status | Timestamps |
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| Signing Complete | Security Checked | 3/31/2021 11:27:14 AM |
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| Payment Events | Status | Timestamps |
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| Electronic Record and Signature Disclosure |
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State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
(45) Vendors

Telephone:

Price Agreement Number: 00-00000-20-00110

Price Agreement Amendment No.: One

Term: July 1, 2020 – June 30, 2021

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

Invoice:
As Requested

Procurement Specialist: Michael Saavedra MS

Telephone No.: (505) 827-0610

Email: Michael.Saavedra@state.nm.us

Title: **General Construction Services - Statewide**

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

This amendment is issued to reflect the following effective immediately:

Add two vendors to the Price Agreement.

See Attached pages for vendor information and pricing.

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

Valerie Paulk
Mark Hayden, New Mexico State Purchasing Agent

Date: 07/20/20

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

JSZ

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: **00-00000-20-00110**
Amendment No.: One

Page 2

Vendor

(BR) 0000049445

ESA Construction, Inc.

3435 Girard Blvd. NE

Albuquerque, NM 87107

(505) 884-2171

spannell@esaconstruction.com

Payment Terms: Net 30

Delivery: As required by contracts or purchase orders

(BS) 0000138553

Nine Degrees Construction, LLC

101 Maguey Ct. Suite 2

Sunland Park, NM 88063

(915) 526-8739

cesarm@nine-degrees.com

Payment Terms: Net 30

Delivery:

| Item | Approx. Qty. | Unit | Article and Description | | | |
|---------|--------------|---------|--|---------|---------|--------|
| 001 | 1 | Hr. | Projects UNDER Sixty Thousand (\$60,000.00) Superintendent, regular hours | | | |
| Vendor: | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 | Zone 6 |
| (BR) | | \$70.00 | \$70.00 | \$70.00 | \$70.00 | |
| (BS) | | | \$61.25 | \$51.75 | \$56.50 | |

| Item | Approx. Qty. | Unit | Article and Description | | | |
|---------|--------------|---------|--|---------|---------|--------|
| 002 | 1 | Hr. | Projects UNDER Sixty Thousand (\$60,000.00) Superintendent, after hours | | | |
| Vendor: | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 | Zone 6 |
| (BR) | | \$70.00 | \$70.00 | \$70.00 | \$70.00 | |
| (BS) | | | \$72.25 | \$72.25 | \$72.25 | |

| Item | Approx. Qty. | Unit | Article and Description | | | |
|---------|--------------|---------|---|---------|---------|--------|
| 003 | 1 | Hr. | Projects UNDER Sixty Thousand (\$60,000.00) Journeyman or Experienced Worker, regular hours worked. | | | |
| Vendor: | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 | Zone 6 |
| (BR) | | \$54.00 | \$54.00 | \$54.00 | \$54.00 | |
| (BS) | | | \$46.25 | \$46.25 | \$46.25 | |

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: **00-00000-20-00110**
Amendment No.: One

Page 3

| Item | Approx. Qty. | Unit | Article and Description | | | |
|---------|--------------|---------|--|---------|---------|--------|
| 004 | 1 | Hr. | Projects UNDER Sixty Thousand (\$60,000.00) Journeyman or Experienced Worker, after hours worked. | | | |
| Vendor: | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 | Zone 6 |
| (BR) | | \$72.00 | \$72.00 | \$72.00 | \$72.00 | |
| (BS) | | | \$50.30 | \$50.30 | \$50.30 | |

| Item | Approx. Qty. | Unit | Article and Description | | | |
|---------|--------------|---------|---|---------|---------|--------|
| 005 | 1 | Hr. | Projects UNDER Sixty Thousand (\$60,000.00) Laborer, regular hours worked. | | | |
| Vendor: | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 | Zone 6 |
| (BR) | | \$38.00 | \$38.00 | \$38.00 | \$38.00 | |
| (BS) | | | \$32.20 | \$32.20 | \$32.20 | |

| Item | Approx. Qty. | Unit | Article and Description | | | |
|---------|--------------|---------|---|---------|---------|--------|
| 006 | 1 | Hr. | Projects UNDER Sixty Thousand (\$60,000.00) Laborer, after hours worked. | | | |
| Vendor: | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 | Zone 6 |
| (BR) | | \$45.00 | \$45.00 | \$45.00 | \$45.00 | |
| (BS) | | | \$40.10 | \$40.10 | \$40.10 | |

| Item | Approx. Qty. | Unit | Article and Description | | | |
|---------|--------------|---------|--|---------|---------|--------|
| 007 | 1 | Hr. | Projects OVER Sixty Thousand (\$60,000.00) Superintendent, regular hours. | | | |
| Vendor: | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 | Zone 6 |
| (BR) | | \$70.00 | \$70.00 | \$70.00 | \$70.00 | |
| (BS) | | | \$61.25 | \$51.75 | \$56.50 | |

| Item | Approx. Qty. | Unit | Article and Description | | | |
|---------|--------------|---------|---|---------|---------|--------|
| 008 | 1 | Hr. | Projects OVER Sixty Thousand (\$60,000.00) Superintendent, after hours | | | |
| Vendor: | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 | Zone 6 |
| (BR) | | \$70.00 | \$70.00 | \$70.00 | \$70.00 | |
| (BS) | | | \$72.25 | \$72.25 | \$72.25 | |

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: **00-00000-20-00110**
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| Item | Approx. Qty. | Unit | Article and Description | | | |
|---------|--------------|---------|--|---------|---------|--------|
| 009 | 1 | Hr. | Projects OVER Sixty Thousand (\$60,000.00) Journeyman or Experienced Worker, regular hours worked. | | | |
| Vendor: | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 | Zone 6 |
| (BR) | | \$54.00 | \$54.00 | \$54.00 | \$54.00 | |
| (BS) | | | \$46.25 | \$46.25 | \$46.25 | |

| Item | Approx. Qty. | Unit | Article and Description | | | |
|---------|--------------|---------|---|---------|---------|--------|
| 010 | 1 | Hr. | Project OVER Sixty Thousand (\$60,000.00) Journeyman or Experienced Worker, after hours worked. | | | |
| Vendor: | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 | Zone 6 |
| (BR) | | \$72.00 | \$72.00 | \$72.00 | \$72.00 | |
| (BS) | | | \$50.30 | \$50.30 | \$50.30 | |

| Item | Approx. Qty. | Unit | Article and Description | | | |
|---------|--------------|---------|--|---------|---------|--------|
| 011 | 1 | Hr. | Project OVER Sixty Thousand (\$60,000.00) Laborer, regular hours worked. | | | |
| Vendor: | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 | Zone 6 |
| (BR) | | \$38.00 | \$38.00 | \$38.00 | \$38.00 | |
| (BS) | | | | | | |

| Item | Approx. Qty. | Unit | Article and Description | | | |
|---------|--------------|---------|--|---------|---------|--------|
| 012 | 1 | Hr. | Project OVER Sixty Thousand (\$60,000.00) Laborer, after hours worked. | | | |
| Vendor: | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 | Zone 6 |
| (BR) | | \$45.00 | \$45.00 | \$45.00 | \$45.00 | |
| (BS) | | | \$40.10 | \$40.10 | \$40.10 | |

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: **00-00000-20-00110**
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| Item | Approx. Qty. | Unit | Article and Description |
|---------|--------------|------|--|
| 013 | 1 | Hr. | Diagnosis, project estimates, troubleshooting, other |
| Vendor: | Unit Price | | |
| (BR) | \$0.00 | | |
| (BS) | \$0.00 | | |

| Item | Approx. Qty. | Unit | Article and Description |
|---------|--------------|------|--|
| 014 | | % | 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. |
| Vendor: | Unit Price | | |
| (BR) | 0% | | |
| (BS) | 2% | | |

| Item | Approx. Qty. | Unit | Article and Description |
|---------|--------------|------|--|
| 015 | | 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. |
| Vendor: | Unit Price | | |
| (BR) | \$130.00 | | |
| (BS) | \$100.00 | | |

| Item | Unit | Article and Description | | | |
|---------|---|--|--|------------------------|------------|
| 016 | Mileage | 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. | | | |
| Vendor: | Physical Address | Company Name | Address | City/Zip | Unit Price |
| (BR) | Main: 3435 Girard Blvd. NE, ABQ, NM 87107; 645 El Molino Blvd. Las Cruces, NM 88005 | ESA Construction, Inc. | 3435 Girard Blvd. NE/645 El Molino Blvd. | Albuquerque/Las Cruces | \$0.85 |
| (BS) | 101 Maguery Ct. Suite 2 | Nine Degrees Construction, LLC. | 101 Maguery Ct. 2 | Sunland Park, NM 88063 | \$0.65 |

*** 16 Items Total ***


Certificate Of Completion

| | |
|--|---------------------------------|
| Envelope Id: 788799FEDE504575B5F43C03A6930CE9 | Status: Completed |
| Subject: SPA 00-00000-20-00110 A001 | |
| Source Envelope: | |
| Document Pages: 5 | Signatures: 1 |
| Certificate Pages: 5 | Initials: 2 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Travis Dutton-Leyda |
| Time Zone: (UTC-07:00) Mountain Time (US & Canada) | 13 Bataan Blvd |
| | Santa Fe, NM 87508 |
| | travis.dutton-leyda@state.nm.us |
| | IP Address: 164.64.62.10 |

Record Tracking

| | | |
|--|--|--------------------|
| Status: Original 7/20/2020 2:56:58 PM | Holder: Travis Dutton-Leyda travis.dutton-leyda@state.nm.us | Location: DocuSign |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: Carahsoft OBO State of New Mexico GSD-SPD | Location: DocuSign |

Signer Events

| Signer Events | Signature | Timestamp |
|---|--|--|
| Michael Saavedra Michael.Saavedra@state.nm.us State of New Mexico, Dept of Information Technology Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 174.237.5.131 | Sent: 7/20/2020 2:58:08 PM Viewed: 7/20/2020 3:36:49 PM Signed: 7/20/2020 3:36:53 PM |

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

| | | |
|--|---|--|
| Travis Dutton-Leyda travis.dutton-leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10 | Sent: 7/20/2020 2:58:08 PM Viewed: 7/20/2020 2:58:20 PM Signed: 7/20/2020 2:58:24 PM |
|--|---|--|

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| | | |
|--|---|--|
| Valerie Paulk valerie.paulk@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10 | Sent: 7/20/2020 2:58:08 PM Viewed: 7/20/2020 3:16:54 PM Signed: 7/20/2020 3:17:14 PM |
|--|---|--|

Electronic Record and Signature Disclosure:
Accepted: 5/29/2020 9:40:59 AM
ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

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 | 7/20/2020 2:58:08 PM |
| Certified Delivered | Security Checked | 7/20/2020 3:36:49 PM |
| Signing Complete | Security Checked | 7/20/2020 3:36:53 PM |
| Completed | Security Checked | 7/20/2020 3:36:53 PM |

| | | |
|-----------------------|---------------|-------------------|
| Payment Events | Status | Timestamps |
|-----------------------|---------------|-------------------|

| |
|---|
| Electronic Record and Signature Disclosure |
|---|



**State of New Mexico
General Services Department
Statewide Price Agreement**

Awarded Vendors:
43 Vendors – Starting on page 6

Price Agreement Number: **00-00000-20-00110**

Payment Terms: **See page 6**

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

Delivery: **See page 6**

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

Procurement Specialist: Michael Saavedra MS

Telephone No.: 505-827-0610

Email: Michael.Saavedra@state.nm.us

Invoice:
As Requested

Title: **General Construction Services - Statewide**

Term: **July 1, 2020 thru June 30, 2021**

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

Valerie Paulk
New Mexico State Purchasing Agent

Date: 6/26/2020

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

JSZ

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

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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. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

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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 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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

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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 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 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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

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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 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 of 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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Awarded Vendors:

(AA) 0000139642

AGM Konstruction LLC
1570 Pacheco Street, Suite E-6
Santa Fe, NM 87505
505-429-6072 or 505-365-2922
ambrose@AGMKonstruction

Payment Terms: 30 days
Delivery: FOB - Job Site

(AB) 0000053415

Advanced Environmental Solutions, Inc.
2318 Roldan Drive
Belen, NM 87002
505-861-1700
asaiz@aesnm.com

Delivery: Per Contract Specs

(AC) 0000107401

All-Rite Construction, Inc.
dba RITECON
539 Oliver Ross Drive NW
Albuquerque, NM 87121
505-344-7663
meshach@ritecon.com

Payment Terms: Net 30

Delivery: As Requested

(AD) 0000009253

Allied Electric, Inc.
2859 Cerrillos Road
Santa Fe, NM 87507
mailing: PO Box 28430
Santa Fe, NM 87592-8430
505-438-8899
melissa@alliednm.com

Payment Terms: Net 30 days

Delivery: As Requested by Owner

(AE) 0000054601

Anchorbuilt, Inc.
PO Box 27688
Albuquerque, NM 87125
505-342-2452
ray.zamora@anchorbuilt.com or mfranco@anchorbuilt.com

Payment Terms: Net 30

Delivery: As Requested

(AF) 0000046277

B & D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123
505-299-4464
clinton@banddindustries.com

Payment Terms: Net 30 days

Delivery: FOB Destination

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

(AG) 0000146366
Barnsley Construction, LLC
4900 Hawkins Street
Albuquerque, NM 87109
505-856-5576
rayc@barnsleyconstruction.com

Payment Terms: Net 30
Delivery: FOB Destination

(AH) 0000146367
Miguel Contreras
dba C R M Construction
413 Burma Drive NE
Albuquerque, NM 123
505-974-1869
miguel.crmconstruction@gmail.com

Payment Terms: Net 30
Delivery: As Requested

(AI) 0000051994
Classic Industries, Inc.
PO Box 434
Dona Ana, NM 88032
575-523-2053
classic.industries@comcast.net

Payment Terms: Net 30
Delivery: 5 days from Notice to Proceed

(AJ) 0000138100
Consolidated Builders of NM LLC
PO Box 26785
Albuquerque, NM 87125
505-873-6139
consolidatedbuilders@comcast.net

Payment Terms: Net 30
Delivery: As requested

(AK) 0000116075
Davenport Construction Management LLC
141 Camino de las Crucitas
Santa Fe, NM 87501
505-660-7105
mitch@dcmnm.com

Payment Terms: net 30
Delivery: As Requested

(AL) 0000012754
FacilityBUILD, Inc.
5904 Florence Ave, NE
Albuquerque, NM 87113
505-828-0060
camkilocup@facilitybuild.com

Payment Terms: Net 30
Delivery: As Required

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

(AM) 0000079938

Facility Solutions Group
8340 Burnham Road, Suite 300
El Paso, TX 79907
915-307-3386
jerrod.kew@fsgi.com

Payment Terms: Net 30

Delivery: 7209 Jefferson Street SW

(AN) 0000043596

First Mesa Construction, Inc.
8819 Second Street NW
Albuquerque, NM 87114
505-843-8990
cheryl@firstmesa.net

Payment Terms: Net 30 days

Delivery: First Mesa Construction, Inc.

(AO) 0000049692

Franken Construction Co., Inc.
1025 Douglas Avenue
Las Vegas, NM 87701
505-554-1481 or 505-429-1962
brentfranken@frankenconstruction.com

Payment Terms: Net 30 days

Delivery: 1025 Douglas Avenue, Las Vegas,
NM 87701

(AP) 0000090285

GM Emulsion, LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
gabriel@gmemulsion.com

Payment Terms: Net 30

Delivery: As requested

(AQ) 0000141388

GME General Building LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
erik@gmgeneralbuilding.com

Payment Terms: Net 30

Delivery: As requested

(AR) 0000052470

HEI, Inc.
PO Box 31310
Albuquerque, NM 87190
505-880-1819
whumbard@heinm.com

Payment Terms: Net 30

Delivery: FOB Destination

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-9

(AS) 0000049140

Handiwork, Inc.
4425 Juan Tabo Blvd NE, #208
Albuquerque, NM 87111
505-239-5575
jshuster@swcp.com

Payment Terms: Net 30 Days

Delivery: As Requested, FOB Destination

(AT) 0000046321

Jack B. Henderson Construction Co., Inc.
501 Eubank Blvd. SE
Albuquerque, NM 87123
505-292-8955
jeichhorst@jbhenderson.com

Payment Terms: Net 21

Delivery: 501 Eubank Blvd. SE, Alb. NM 87123

(AU) 0000093684

JRM Construction Co, LLC
2620 Via Berrenda
Santa Fe, NM 87505
505-920-9768
bob87505@aol.com

Payment Terms: net 30

Delivery: N/A

(AV) 0000087051

La Mesilla Construction, LLC
98 County Road 119
Española, NM 87532
505-927-6513
lamesillaconstruction@gmail.com

Payment Terms: Net 21

Delivery: per owner's request

(AW) 0000055206

Lone Mountain Contracting, Inc.
125 Bosque Farms Blvd.
Bosque Farms, NM 87068
505-869-2996
tessie@lonemountain.com or nick@lonemountain.com

Payment Terms: Net 30

Delivery: 125 Bosque Farms Blvd. Bosque Farms
NM 87068

(AX) 0000050594

Longhorn Construction Services, Inc.
9208 Lona Lane NE
Albuquerque, NM 87111
505-858-1360
lcsinc@comcast.net or samlcs@comcast.net

Payment Terms: 30 Days

Delivery: FOB job site

(AY) 0000046795

Lynco Electric Co. Inc.
1520 West Amador
Las Cruces, NM 88005
575-523-9066
lyncoelec Nathan@comcast.net

Payment Terms: NET 30

Delivery: AS INDICATED ON BID FORM

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

(AZ) 0000070502
Mans Construction, Inc.
1996 S Valley Drive
Las Cruces, NM 88005
575-644-5011
ftorres@mans-co.com

Payment Terms: (21 days from acceptance of
undisputed invoice)

Delivery: As Requested per Contract Documents

(BA) 0000011272
Mechanical Controls Solutions
dba MCS
4020 Vassar Drive NE, Suite B
Albuquerque, NM 87107
505-888-1616
mmacready@icsicontrols.com

Payment Terms: Net 45

Delivery: As Requested

(BB) 0000086491
Mevacon LLC
1207 Scoggins
Las Cruces, NM 88005
575-524-0327
arivas@meva-con.com

Payment Terms: Per Terms and Conditions

Delivery: 1207 Scoggins, Las Cruces, NM 88005

(BC) 0000049376
Mick Rich Contractors, Inc.
8401 Firestone Lane, NE
Albuquerque, NM 87113
505-823-9782
jimrich@mickrichcontractors.com

Payment Terms: Net 30

Delivery: As Requested

(BD) 0000090378
Nieto Custom Builders
428 Candie Lane
Corrales, NM 87048
505-270-1346
pnieto@ncbnmpro.com

Payment Terms: 30 days

Delivery: Open

(BE) 0000140941
Northeastern Construction Company
925 Mills Ave
Las Vegas, NM 87701
505-454-8143 or 505-426-7585
sean@necbuilders.net or necontractors@yahoo.com

Payment Terms: Net 30 days

Delivery:

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

(BF) 0000114869

Pluma, LLC
6301 4th Street NW, Suite 1
Albuquerque, NM 87107
505-345-0755
chris@plucys.com

Payment Terms: Net 30

Delivery: FOB Destination

(BG) 0000108577

QA Engineering
1409 Ortiz Drive SE
Albuquerque, NM 87108
505-338-7092 or 505-250-8663
robert@qaengineering.com

Delivery: FOB Job site

(BH) 0000132517

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

Payment Terms: NET 30

Delivery: e-mail or US Mail

(BI) 0000135923

Road Runer Plaster & Drywall LLC
3272 Ojos De Jo
Santa, Fe, NM
505-670-3426
ivanroadrunner@live.com

Payment Terms:

Delivery: Upon Receipt

(BJ) 0000009789

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

Payment Terms: Net 30

Delivery: Destination

(BK) 0000076453

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

Payment Terms: 30 days net

Delivery:

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

(BL) 0000146352
Snyder Construction
5800 San Francisco Rd NE
Albuquerque, NM 87109
505-923-3181
zsnyder@snyder-const.com or tmcmain@snyder-const.com

Payment Terms: Net 30
Delivery: Destination

(BM) 0000051414
WWRC, Inc.
1716 W. 7th
Clovis, NM 88101
575-769-2618
wwrc@wwrcinc.com or ricky@wwrcinc.com

Payment Terms: net 30 days
Delivery: as requested

(BN) 0000009760
Weil Construction, Inc.
3344 Princeton Dr. NE
Albuquerque, NM 87107
505-899-3535
chris@weilconstruction.com

Payment Terms: Net 30
Delivery: Delivery

(BO) 0000048657
Welch's Boiler Service, Inc.
6060 Isleta Blvd S.W.
Albuquerque, NM 87105
505-877-0356
welchsboiler@comcast.net or keith.welch99@comcast.net

Payment Terms: Net 30
Delivery: TBD, Job site.

(BP) 0000052947
Western Mechanical Co.
DBA/Western Mechanical HVAC & Plumbing
3301 Girard Blvd NE
Albuquerque, NM 87107
505-341-4458 or 505-948-3800
westernmechanical@hotmail.com or mike.westernmechanical@gmail.com

Payment Terms: 30 Days
Delivery: Hand Delivery

(BQ) 0000050416
White Sands Construction, Inc.
1700 10th Street
Alamogordo, NM 88310
575-437-7816
catlin@whitesandsconstruction.com

Payment Terms: 21 Days after Submission
Delivery: 1700 10th Street, Alamogordo,
NM 88310



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/06/2021

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 Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110 | | CONTACT NAME: Susan Vance PHONE (A/C, No, Ext): (505) 881-0300 E-MAIL ADDRESS: svance@downeyandco.com | FAX (A/C, No): (505) 881-0908 |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Donegal Insurance Group | NAIC # 13692 |
| | | INSURER B: Builders Trust of New Mexico | |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |
| INSURED Pluma, LLC, DBA: Pluma Construction Systems 6301 4th St, NW Suite 1 Albuquerque NM 87107 | | | |

COVERAGES

CERTIFICATE NUMBER: 2021-2022

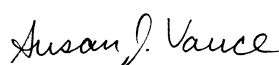
REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|----------------------|-------------------------|-------------------------|---|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | CPT9304970 | 06/01/2021 | 06/01/2022 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | CA9063215 | 06/01/2021 | 06/01/2022 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | CXL9304970 | 06/01/2021 | 06/01/2022 | EACH OCCURRENCE | \$ 2,000,000 |
| | | | | | | | AGGREGATE | \$ 2,000,000 |
| | | | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | WC-100-0006343-2021A | 01/01/2021 | 01/01/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 2,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 2,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 2,000,000 |

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

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| CITY OF SANTA FE - PUBLIC WORKS 120 S. FEDERAL PL #305 SANTA FE NM 87501 | 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
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: PLUMA CONSTRUCTION SYSTEMS
DBA: PLUMA CONSTRUCTION
SYSTEMS

Business Location: 6301 4TH ST NW STE 7
ALBUQUERQUE, NM 87107

Owner: PLUMA CONSTRUCTION SYSTEMS

License Number: 222373

Issued Date: May 06, 2021

Expiration Date: May 06, 2022

CRS Number: 02963775009

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General

Fees Paid: \$10.00

PLUMA CONSTRUCTION SYSTEMS
6301 4TH ST NW STE 7
ALBUQUERQUE, NM 87107

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



Contractor Name: Pluma, LLC

Procurement Title: Roof and HVAC Renovations at Municipal Court-Amendment #1

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Public Works on Behalf of Municipal Court Staff Name Caryn Grosse, x5938

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

| YES | N/A | |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Approved Procurement Checklist (by Purchasing) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Memo addressed to City Manager (under 60K) Committees/City Council (over 60K) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | State Price Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | RFP |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluation Committee Report |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | ITB |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bid Tab |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Quotes (3 valid current quotes) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Cooperative Agreement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sole Source Request and Determination Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Contractors Exempt Letter |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officers approval for exempt procurement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | BAR |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | FIR |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Executed Contract, Agreement or Amendment |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Current Business Registration and CRS numbers on contract or agreement |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Summary of Contracts and Agreements form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Certificate of Insurance |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | All documentation presented to Committees |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

Caryn Grosse Facilities Project Administrator Sr 12/2/2021

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway Chief Procurement Officer Dec 6, 2021
Fran Dunaway (Dec 6, 2021 11:48 MST)

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

11. Munis Contract # 3202658

Contractor: Pluma, LLC

Description: **Amendment #1 to Services Agreement With Pluma, LLC, in the Total Amount of \$334,873.00 for Roof, HVAC and Other Renovations at Municipal Court**

Contract Agreement Lease / Rent Amendment

Start Date: June 16, 2021 Term End Date: December 31, 2021

Approved by Council Date: _____

Contract / Lease:

Amendment # 1 to the Original Contract / Lease # 21-0273

Increase/(Decrease) Amount \$ No Change

Extend Termination Date to: December 31, 2022

Approved by Council Date: _____

Amendment is for: **Term Extension**

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

**Original Contract # 21-0273, \$334,873.00, approved by Council June 9, 2021, signed by Mayor June 16, 2021
Amendment # 1 to extend term of contract, no change in amount**

3. Procurement History: SWPA 00-00000-20-00110 General Construction Services - Statewide

Fran D. Hawley (Dec 6, 2021 11:48 MST)

Dec 6, 2021

Purchasing Officer Review:

Date:

Comment & Exceptions: Amend to extend current agreement with the City, using the SWPA.

4. Funding Source: FA320C Muni Court Repair-2020

Org / Object: 3209980.572970

Andy Hopkins (Dec 6, 2021 10:29 MST)

Dec 6, 2021

Budget Officer Approval:

Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Caryn Grosse Phone # 955-5938

Email: clgrosse@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Signature: J Samuel Burnett
J Samuel Burnett (Dec 3, 2021 08:57 MST)
Email: jsburnett@santafenm.gov

Signature: Regina Wheeler
Regina Wheeler (Dec 3, 2021 10:46 MST)
Email: rawheeler@santafenm.gov

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 11/08/2021

ISSUE NO. 7f

Request Approval of Contract Amendment #1 to Extend the Term for the Approval of Service Agreement with Pluma LLC in the Total Amount of \$334,873.00 for Roof, HVAC, and Employee Parking Security Measures; Caryn Grosse, 505-955-5938, clgrosse@santafenm.gov

COMMITTEE SCHEDULE:
 Public Works/Utilities Committee 12/13/2021
 Finance Committee 1/3/2022
 Governing Body 1/12/2022

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for discussion. Approved unanimously to forward to 01/03/2021 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

| VOTE: | FOR | AGAINST | ABSTAIN |
|-------------------------|-----|---------|---------|
| COUNCILOR RIVERA, CHAIR | X | | |
| COUNCILOR GARCIA | X | | |
| COUNCILOR ABEYTA | X | | |
| COUNCILOR LINDELL | X | | |
| COUNCILOR VIGIL COPPLER | X | | |

City of Santa Fe, New Mexico

memo

DATE: December 8, 2021

TO: Finance Committee
City Council

VIA: Kyra Ochoa, Community Health & Safety Department Director *Kyra Ochoa*
Kyra Ochoa (Dec 9, 2021 15:21 MST)

FROM: Maria E. Tucker, Library Director *Maria Tucker*

ITEM AND ISSUE:

Request to approve the State Library appropriation General Obligation Bond 2020 award of \$171,276.71

BACKGROUND AND SUMMARY

The 2020 General Obligation (GO) Bond was passed by New Mexico citizens to benefit New Mexico libraries. The purpose of this award is to supplement local funding for library materials (books, periodicals, videos, audio, etc.), or for equipment and supplies that provide or enhance access to information for library patrons. No application was required to receive this award. We will receive this award because we meet State Library criteria as a public library in New Mexico. The award period ends June 30, 2024. A copy of the Budget adjustment request breaks down the amounts into accounts as we are allowed according to the terms and conditions of this award.

| <u>REVENUE</u> | <u>BUSINESS UNIT/LINE ITEM</u> |
|----------------|---|
| \$171,276.71 | 2510101.490230 Revenue: GO Bond for Libraries |

| <u>EXPENDITURE</u> | <u>BUSINESS UNIT/LINE ITEM</u> |
|---------------------|---|
| \$ 91,776.71 | 2510101.530700 Books Subscription periodicals |
| \$ 19,500.00 | 2510101.530710 Software Subscriptions |
| <u>\$ 60,000.00</u> | 2510101.572400 Inventory Exempt Equipment |

\$171,276.71

RECOMMENDED ACTION:

The Library is requesting your review & recommendation to the Governing body to approve the Library 2020 GO BOND award in the amount of \$171,276.71. Munis Contract#3201426 & Project ledger#LIB2025101. If you have any questions, please contact Maria Tucker, Library Director at 955-6788.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201426

Contractor: State of NM Department of Cultural Affairs

Description: **2020 GO BOND for equipment, Library furniture, fixtures and supplemental Library resource acquisitions including print, non print, electronic information & Technology**

Contract Agreement Lease / Rent Amendment

Term Start Date: 1/2022 Term End Date: 06/30/2024

Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. Procurement History: 2020 GO BOND Acceptance

Fran Deway
Fran Deway (Dec 14, 2021 10:42 MST)

Dec 14, 2021

Purchasing Officer Review: _____

Date: _____

Comment & Exceptions: exempt -bond received for Library

4. Funding Source:

Andy Hopkins
Andy Hopkins (Dec 13, 2021 15:00 MST)

Org / Object: 2510101.490230

Dec 13, 2021

Budget Officer Approval: _____

Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: _____ Phone # _____

Email: _____

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: State of NM Department of Cultural Affairs

Procurement Title: 2020 GO BOND

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting CM / Library Staff Name Maria E. Tucker

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

Maria E. Tucker

Library Director

Department Rep Printed Name (attesting that all information included)

Title

Date


Fran Dunaway (Dec 14, 2021 10:42 MST)

Chief Procurement Officer

Dec 14, 2021

Purchasing Officer (attesting that all information is reviewed)

Title

Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

| | |
|-----------------------------|--|
| Log # {Finance use only}: | |
| Batch # {Finance use only}: | |

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

| DEPARTMENT / DIVISION NAME Community Health & Safety / Library | | | | | DATE 12/8/2021 | |
|---|---------|--------|-----------|-----------------------|-----------------------|------|
| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE | |
| EXPENDITURES | | | | {enter as positive #} | {enter as negative #} | |
| Books, Subscriptions, Periodicals | 2510101 | 530700 | LIB 25101 | 91,777 | | |
| Software Subscriptions | 2510101 | 530710 | LIB 25101 | 19,500 | | |
| Inventory Exempt | 2510101 | 572400 | LIB 25101 | 60,000 | | |
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| | | | | | | |
| REVENUES | | | | {enter as negative #} | {enter as positive #} | |
| Revenue GO Bond for Libraries | 2510101 | 490230 | LIB 25101 | (171,277) | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo | | | | \$ | - | \$ - |

This BAR is to Budget the 2020 GO Bond. The 2020 General Obligation Bond was passed by NM Citizens to benefit the NM Libraries. The Purpose of this award is to supplement local funding for Library Materials, equipment and supplies that provide or enhance access to information for patrons. This BAR breaks down the amounts into accounts as the Library is allowed according to the terms and conditions of this award.

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

| | | | | |
|--|-------------------|--|---|----------------------|
| Gail L. Viigl Prepared By {print name} | 12/8/2021 Date | {Use this form for Finance Committee/ City Council agenda items ONLY} | Andy Hopkins Andy Hopkins (Dec 13, 2021 15:00 MST) | Dec 13, 2021 Date |
| CITY COUNCIL APPROVAL | | | Budget Officer | |
| City Council Approval Date | | | Finance Director {≤ \$5,000} | |
| Kyra Ochoa Kyra Ochoa (Dec 8, 2021 16:41 MST) | | | Date | |
| Department Director Signature | | | City Manager {≤ \$60,000} | |
| Date | | | Date | |

**STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the Department of Cultural Affairs, New Mexico State Library Division, hereinafter called the “Department” or abbreviation such as “DCA”, and the City of Santa Fe hereinafter called the “Grantee” on behalf of the Santa Fe Public Library. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in Chapter 84, Section 10, Paragraph B(1)(a) of New Mexico Laws of 2020, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, NMSA 1978, Section 18-2-4 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law, and NMSA 1978, Section 18-2-4(B) directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system;

WHEREAS, the state librarian promulgated administrative rules to govern the distribution of general obligation bonds, which are compiled as Section 4.5.8 NMAC;

WHEREAS, the Grantee is a library, or fiscal agent for a library, that is eligible for receipt of such funds because it is a local public library, or fiscal agent for a local public library, as defined under Section 4.5.8 NMAC that has filed an approved annual report, or is acting as fiscal agent to a library that has filed an annual report, with the Department;

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Department determined the amount of the Grant based on the criteria described in Rule 4.5.8.8 NMAC (“Distribution of Funds”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

Project No. **A20-E5296** for Three Million dollars (\$3,000,000.00)

APPROPRIATION REVERSION DATE: 30-JUN-2024

Laws of 2020, Chapter 84, Section 10, Paragraph B(1)(a), Three Million dollars (\$3,000,000), for equipment, library furniture, fixtures and supplemental library resource acquisitions, including print, non-print and electronic resources, and for the purchase and installation of broadband internet equipment and infrastructure at nontribal public libraries statewide.

The Grantee's total reimbursements shall not exceed, One Hundred Seventy One Thousand Two Hundred Seventy Six Dollars and Seventy One Cents (\$171,276.71) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, which equals zero dollars (\$0.00) which equals, One Hundred Seventy One Thousand Two Hundred Seventy Six Dollars and Seventy One Cents (\$171,276.71) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.

The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." See, Section 13-4A-4 NMSA 1978.

Obligation to Reimburse² Grantee (hereinafter referred to as “Notice of Obligation”). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee’s expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee’s Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee’s expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as “Third Party Obligations”; and
- (iv) The Grantee’s submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

- a. must be approved by the applicable oversight entity (if any) in accordance with law; or
- b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee’s submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department’s issuance and the Grantee’s receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

¹ “Reimburse” as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

Grantee: City of Santa Fe
Name: Gail Vigil
Title: Contracts Amin.
Address: 145 Washington Ave.
Email: glvigil@santafenm.gov
Telephone: 505-955-6789

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Development Bureau / New Mexico State Library
Name: Patricia Moore
Title: Project Manager for Public Libraries General Obligation Bonds
Address: New Mexico State Library, 1209 Camino Carlos Rey, Santa Fe, NM 87507
Telephone: 505.476.9724 / 800.340.3890
Email: patricia.moore@state.nm.us

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2024 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure

to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) **NINETY (90) days from the Reversion Date.**

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS;
REPRESENTATIONS AND WARRANTIES**

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be

based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the

- Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract

claim against the City of Santa Fe or the Department of Cultural Affairs or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Cultural Affairs Grant Agreement. Should the Department of Cultural Affairs early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.
- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;

3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or

4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

DEPARTMENT OF CULTURAL AFFAIRS

By: Debra Garcia y Griego, Cabinet Secretary

Date

By: Peter Ives, DCA General Counsel

Date

By: Greg Geisler, CFO/Administrative Services Division

Date

By: Eli Guinee, State Librarian

Date

STATE OF NEW MEXICO
2020 GO BOND GRANT PROJECT
PAPER PERIODIC/FINAL REPORT
EXHIBIT 1

PERIODIC REPORT FINAL REPORT

Grantee: _____ Name of Library: _____

Project Number: A20 – E5296 Reporting Period: _____

1. Please provide a detailed status of project referenced above.

A. Third Party Obligations

Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation: _____

Date Executed: _____

Termination Date: _____

2. Original Grant Amount: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

PERIODIC REPORT

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

FINAL REPORT

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

Grantee Representative/Title

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

| | | | | | | | |
|--|--|-----------|-------|---|-------------------|--|--|
| I. Grantee Information | | | | II. Payment Computation | | | |
| <i>(Make sure information is complete & accurate)</i> | | | | | | | |
| A. Grantee: | | | | A. Payment Request No. | | | |
| B. Address: | | | | B. Grant Amount: | | | |
| <i>(Complete Mailing, including Suite, if applicable)</i> | | | | C. AIPP Amount <i>(If Applicable)</i> : | | | |
| | | | | D. Funds Requested to Date: | | | |
| | | | | E. Amount Requested this Payment: | | | |
| | | | | F. Reversion Amount <i>(If Applicable)</i> : | | | |
| | | City | State | Zip | G. Grant Balance: | | |
| C. Phone No: | | | | H. <input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB <i>(attach wire if first draw)</i> | | | |
| D. Grant No: | | | | I. <input type="checkbox"/> Final Request for Payment <i>(if Applicable)</i> | | | |
| E. Project Title: | | | | | | | |
| F. Grant Expiration Date: | | | | | | | |
| III. Fiscal Year : | | | | | | | |
| <i>(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)</i> | | | | | | | |
| IV. <input type="checkbox"/> Reporting Certification: I hereby certify to the best of my know ledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement. | | | | | | | |
| V. <input type="checkbox"/> Compliance Certification: Under penalty of law, I hereby certify to the best of my know ledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause. | | | | | | | |
| Grantee Fiscal Officer or Fiscal Agent <i>(if applicable)</i> | | | | Grantee Representative | | | |
| Printed Name | | | | Printed Name | | | |
| Date: | | | | Date: | | | |
| (State Agency Use Only) | | | | | | | |
| Vendor Code: | | Fund No.: | | Loc No.: | | | |
| I certify that the State Agency financial and vendor file information agree with the above submitted information. | | | | | | | |
| Division Fiscal Officer | | | | Division Project Manager | | | |
| Date | | | | Date | | | |

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 3**

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____]

FROM: Grantee: [_____]

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [_____]

Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

The Total Amount of all Previously Issued Notices of Obligation: [_____]

The Total Amount of all Notices of Obligation to Date: [_____]

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

ATTACHMENT A

NMSA 1978, Section 18-2-4(I) directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Section 18-2-4(B) directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system. Within these powers, the state librarian passed certain administrative rules to govern the distribution of general obligation bonds. Thus, under Section 4.5.8.8 of the New Mexico Administrative Code, this Agreement includes the following additional terms:

§ 4.5.8.8. DISTRIBUTION OF FUNDS

Money from the library bond program shall be distributed in the following manner:

A. Notification: When the library bond program funds are approved by the voters, the state library shall send a letter of notification and acceptance agreement to all public libraries informing them of their eligibility to receive the funds and the amount of funds they are eligible to receive. The agreement must be signed and returned to the state library one-hundred twenty (120) days before the start of the authorized expenditure period. Libraries that do not return the signed agreement within the required time period shall not be eligible to receive funds. Upon receipt of the agreements, the state library shall calculate the final allocation and the libraries shall be notified of any changes within ninety (90) days before the authorized expenditure period.

B. Allocation: The amount allocated to eligible public libraries is dependant upon the amount of bond funds approved by the state legislature and approved by the voters in a bond election. The state library may publish and make publicly available a list showing the bond fund allocations for each eligible library.

C. Criteria for allocation of funds: The state librarian shall establish the amount of funds to be allocated to each eligible library system using the following criteria.

- (1) Library shall be a local public library.
- (2) Library shall have filed an approved annual report with the state library.
- (3) Library shall return a signed agreement accepting the funds and agreeing to abide by the terms and conditions of this rule.
- (4) Non-profit libraries shall have an agreement with a local funding authority to act as their fiscal agent for these funds.
- (5) The library's and the local funding authority's accounting records shall be sufficient to document expenditures of library bond program money. At the sole discretion of the state library, such records may be audited annually or as needed by the state library or its designated representative.
- (6) County population and the library's legal service area shall be used to determine the amount of library bond program funds that shall be allocated to each eligible library.

D. Distribution of funds: Money from the library bond program funds shall be distributed in the following order:

- (1) library system allocation: each eligible local public library system, including rural library services facilities, shall receive a fixed allocation dependent upon the total library bond funds available;
- (2) per capita allocation: remaining library bond funds shall be distributed to each county on a per capita basis using the latest U. S. census bureau estimates, as follows: (a) each library shall receive funds based upon the legal service area population and proportional credit for the unassigned population in each county; and, (b) local public libraries that are the only local public library in their county shall receive the entire per capita allocation for the county.

(1) Library's book or materials budget shall not be reduced by the local funding authority as a result of eligibility for library bond program funds.

(2) Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds in the next library bond program.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

KRISTINE BUSTOS-MIHELICIC, CITY CLERK

DATE: _____

CITY ATTORNEY'S OFFICE:

Patricia Feghali

Patricia Feghali (Dec 9, 2021 13:04 MST)

ASSISTANT CITY ATTORNEY

DATE Dec 9, 2021

APPROVED FOR FINANCES:


MARY McCOY, FINANCE DIRECTOR


DATE: _____

Business Unit: _____

City of Santa Fe, New Mexico

memo

DATE: November 23, 2021
TO: Public Works Committee/Finance Committee/Governing Body
VIA: 
Regina A. Wheeler, Public Works Department Director

FROM: Melissa A. McDonald, Interim Parks Division Director 

ITEM: REQUEST APPROVAL OF A CONSTRUCTION SERVICES CONTRACT WITH CES/HELLAS CONSTRUCTION, INC FOR ON-CALL CONSTRUCTION SERVICES IN AN AMOUNT NOT TO EXCEED \$2,500,000 INCLUSIVE OF NEW MEXICO GROSS RECEIPTS TAX (NMGRT).

SUMMARY:

The Public Works Department requests approval of an on-call construction services contract to perform repairs, renovation and construction at athletic fields and sports courts around the city. This will allow Parks and Open Space Division to address immediate needs citywide and at the MRC more quickly and prevent major damage.

Funds for services will be identified and budgeted as needed and appropriated for each repair or renovation. Examples of repairs and renovations that will utilize this contract when funded:

| | |
|--|-------------|
| Salvador Perez athletic field reconstruction | \$800,000 |
| Ragle Park Ballfields | \$100,000 |
| MRC Ballfield Improvements | \$300,000 |
| Citywide Basketball Court Resurfacing | \$280,000 |
| Citywide Tennis Court Construction/Resurfacing | \$1,600,000 |

Hellas Construction, Inc works across New Mexico and with governmental agencies including Santa Fe Public Schools, New Mexico Highlands University, City of Farmington, City of Socorro, and City of Las Cruces and is known to produce high-quality results in a professional and reliable manner.

This contract is being procured via Cooperative Education Services Agreement, AEPA 020A-Athletic Surfaces/CBS Price Agreement # 2020-12N-A304-ALL and expires February 28, 2024. Execution of this agreement does not constitute a promise to purchase any amount of work. Total compensation under the contract will not exceed \$2,500,000 unless the Governing Body approves an increase in a contract amendment.

MUNIS CONTRACT NUMBER: PUBLIC WORKS 3203124
FUNDS: VARIOUS (PARKS 100 MRC 500)
OBJ/ORGS: PARKS 1004150.510310, MRC 5300273.510310


AH

ATTACHMENTS:

Cooperative Educational Services–Hellas Construction, Inc Contract Agreement
Contractor’s Certificate of Professional Liability Insurance
CES Letter of Award, AEPA 020A-Athletic Surfaces/CBS Price Agreement # 2020-12N-A304-ALL
City of Santa Fe Business License
Procurement Checklist/ Summary of Contract

City of Santa Fe Contract
On-Call Athletic Field Construction Services for City of Santa Fe

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **CES- Hellas Construction, Inc** 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 Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement 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.
- C. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.
- D. "You" and "your" refers to **CES -Hellas Construction, Inc.** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

The Contractor shall provide on-call service work, per the direction of the City of Santa Fe via AEPA 020A-Athletic Surfaces/CES Price Agreement # 2020-12N-A304-ALL - Natural and Synthetic Surfaces For Sport Fields, Tracks, Courts, Playground And Landscaping Applications, Category 3- Running Track, Tennis and Athletic Courts upon mutual agreement of scope and schedule. All work will be performed on a time and materials basis. See attached proposal from Hellas Construction, Inc. dated September 01, 2021 and marked Exhibit "A" attached hereto and made a part thereof.

3. **Compensation**

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

| <u>Deliverable item:</u> | <u>U/1 (unit of issue)</u> | <u>Price</u> |
|---|--------------------------------------|----------------|
| 01 On-Call/ Not to Exceed Miscellaneous | Athletic Surfaces, Tracks and Courts | \$2,500,000.00 |

The total compensation under this Agreement shall not exceed **\$2,500,000.00 - including New Mexico gross receipts tax.**

4. **Payment Provisions**

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

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

5. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on **February 28, 2024**. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 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 Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.
- 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 Agreement 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 Agreement 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 Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 Agreement. 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 AGREEMENT.*

8. Amendment

- A. This Agreement 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. 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 Agreement or assign any claims for money due or to become due under this Agreement 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 Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. Non-Collusion

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

15. Condition of Proposed Items

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

16. Records and Audit

During the term of this Agreement 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 Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. Appropriations

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement 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 Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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 Agreement 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 Agreement, shall not acquire any interest, direct or indirect, which
- B. would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.
- C. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.
- D. 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 Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, 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 Agreement 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 Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.
- E. 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 Agreement; Merger

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless

embodied in this Agreement.

23. Notice

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.

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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, 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 Agreement 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 Agreement 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 Agreement, 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, § 38-3-1 (G). By execution of this Agreement, 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 Agreement.

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 Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement 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 Agreement, 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 Agreement in reverse chronological order; (2) the Agreement, 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 Agreement 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 Agreement. 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 Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. 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 Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement 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 Agreement; 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 Agreement, 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 Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

- A. **Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.
- B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.
- C. **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.
- D. Contractor shall maintain the above insurance for the term of this Agreement 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 Agreement 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 Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

36. Enforcement of Agreement

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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 Agreement infringes any patent, copyright or 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 Agreement, 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:
- i. give the Contractor prompt written notice within 48 hours of any claim;
 - ii. allow the Contractor to control the defense of settlement of the claim; and
 - iii. 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:
- i. 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;
 - ii. replace or modify the product or service so that it becomes non-infringing; or,
 - iii. 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 Agreement paragraphs titled " Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases , maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

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, ora 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 Agreement, 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 Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.
- 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 Agreement. 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 Agreement.

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 electronic transmission, personal service or hand delivery or three (3) business days after being mailed.

To the City:
Melissa A. McDonald
City of Santa Fe, Public Works Dept, Parks Division
mamcdonald@santafenm.gov
(505) 303-9502
1124 Siler Road, Building C
Santa Fe, New Mexico 87504

To the Contractor:

Hellas Construction, Inc
Saulo Hernandez, Director of Estimating
12000 West Parmer Lane
Austin, Texas 78613
reed@hellasconstruction.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:
Hellas Construction, Inc
Saulo Hernandez, Director of Estimating
12000 West Parmer Lane
Austin, Texas 78613

42. 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.

43. Succession

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

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

CITY OF SANTA FE:

CONTRACTOR:
HELLAS CONSTRUCTIONS, INC.

ALAN WEBBER, MAYOR

Saulo Hernandez
NAME
TITLE: Director of Estimating

DATE: _____

DATE: 9/20/2021

ATTEST:

CRS# 03015992000
Registration # 230859

KRISTINE MIHELIC -BUSTOS
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 7, 2021 07:57 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY FINANCE DIRECTOR

Business Unit Line Item: MISC



September 1, 2021

City of Santa Fe – Parks Department
1142 Siler Rd., Bldg C
Santa Fe, NM 87505

RE: City of Santa Fe, NM

Per your request, Hellas Construction, Inc. is pleased to provide you with goods and services per our current cooperative contract entitled AEPA Contract 020/CES Contract # 2020-12N-A104-ALL-Athletic Surfaces through a mutually agreeable On-Call Agreement.

The City will issue Hellas Task Orders based on approved Hellas proposals for scopes of work authorized by the cooperative contract mentioned herein. Such Task Orders shall not exceed the following amount:

Two million five hundred thousand dollars and zero cents (\$2,500,000.00) excluding all taxes including NMGRT.

This amount may be increased by the City of Santa Fe as per the terms of the On-Call Agreement.

Hellas Construction, Inc. looks forward to your award, and is eager to work with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Saulo Hernandez", is positioned above the printed name.

Saulo Hernandez
Director of Estimating
Hellas Construction, Inc.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/29/2011

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 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 Holmes Murphy & Associates 12712 Park Central Dr., Suite 100 Dallas, TX 75251 Greg Stitts | 1-214-363-4433 | CONTACT NAME: Ryan Goodwin PHONE (A/C, No, Ext): 2147647536 E-MAIL ADDRESS: rgoodwin@holmesmurphy.com | FAX (A/C, No): |
| INSURED Hellas Construction, Inc. 12000 W Parmer Lane Cedar Park, TX 78613 | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: AMERICAN ZURICH INS CO | NAIC # 40142 |
| | | INSURER B: AMERICAN GUAR & LIAB INS | 26247 |
| | | INSURER C: UNDERWRITERS AT LLOYDS | 32727 |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 62780492

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 WYD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | GLO869091401 | 03/05/21 | 03/05/22 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | BAP871436501 | 03/05/21 | 03/05/22 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$ | | | AUC144839800 | 03/05/21 | 03/05/22 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WC871436401 | 03/05/21 | 03/05/22 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Pollution/Professional | | | CPP1001121 | 03/05/21 | 03/05/22 | Claim/Agg 2,000,000 |

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

Re: City of Santa Fe Tennis/Pickleball Court Project

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|---|
| City of Santa Fe 200 Lincoln Avenue Santa Fe, NM 87504 USA | 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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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
07/29/2021

NAME OF INSURED: Hellas Construction, Inc.

Certificate Holder is additional insured on General Liability and Auto Liability if required by written contract. Waiver of subrogation is provided to the Certificate Holder on the General Liability, Auto Liability and Employers Liability if required by written contract. 30 day notice of cancellation is provided to the Certificate Holder on the General Liability, Auto Liability, and Employers Liability policies if required by written contract. General Liability and Auto Liability coverage is primary and non-contributory of other insurance if required by written contract. Umbrella policy is follow form of the underlying General Liability, Auto Liability, Employers Liability and Contractual Liability.



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 8690914-01

Effective Date: 03/05/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,
which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

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

- C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any Person or Organization that requires You to waive your Rights of Recovery, in a written contract or agreement with the Named Insured that is executed prior to the accident or loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Blanket Notification to Others of Cancellation or Non-Renewal



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 8690914-01

Effective Date: 03/05/2021

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

| SCHEDULE | |
|--|----|
| The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days: | * |
| The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days: | ** |
| * If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply. | |

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Hellas Construction, Inc.

Endorsement Effective Date: 03/05/2021

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

Coverage Extension Endorsement



| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|----------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| BAP 8714365-01 | 03/05/2021 | 03/05/2022 | 03/05/2021 | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee Exclusion** contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the Racing Exclusion in Section II – Covered Autos Liability Coverage:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the Exclusions of Section III – Physical Damage Coverage of the Business Auto Coverage Form and Paragraph 2.b. in the Exclusions of Section IV – Physical Damage Coverage of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage Provision of the Physical Damage Coverage Section:**

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage Section** of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage Section** is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage Section:**

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension for Loss Of Use Expenses** in the **Physical Damage Coverage Section** is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
 - (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".
- However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the **Business Auto Coverage** Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the **Motor Carrier Coverage** Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible Provision** of the **Physical Damage Coverage Section**:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible Provision** of the **Physical Damage Coverage Section**:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. "Loss"; or
5. Destruction.

2. The following is added to the Paragraph **A. Coverage Provision** of the **Physical Damage Coverage Section**:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss Condition** is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph B. **Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

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

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph A.4.a. of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph A. **Coverage of the Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.



ZURICH

Blanket Notification to Others of Cancellation or Non-Renewal

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem | Return Prem. |
|----------------|-------------------|-------------------|-------------------|--------------|-------------|--------------|
| BAP 8714365-01 | 03/05/2021 | 03/05/2022 | 03/05/2021 | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

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 03/05/2021
Insured Hellas Construction, Inc.

Policy No. WC 8714364-01

Endorsement No.
Premium

Zurich American Insurance Company

Countersigned by _____

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

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

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 03/05/2021

Effective Policy No. WC 8714364-01

Endorsement No.

Insured Hellas Construction, Inc.

Premium \$

Zurich American Insurance Company

Countersigned by _____

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS****Blanket Notification to Others of Cancellation or Nonrenewal**

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

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 03/05/2021
Insured Hellas Construction, Inc.

Policy No. WC 8714364-01

Endorsement No.
Premium \$

Zurich American Insurance Company

Signature: 
Saulo Hernandez (Sep 20, 2021 09:28 CDT)

Email: reed@hellasconstruction.com



Contract Award Letter

February 25, 2020

Ruth Hawley
Hellas Construction, Inc.
12710 Research Blvd., Suite 240
Austin, TX 78759

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:
AEPA IFB 020-A/CES 2020-12 for CES Contract # 2020-12N-A304-ALL - Natural and Synthetic Surfaces For Sport Fields, Tracks, Courts, Playground And Landscaping Applications, Category 3- Running Track, Tennis and Athletic Courts

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to AEPA IFB 020-A solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the Bid documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for four (4) years from the date of this letter, Pursuant to 13-1-150 NMSA.

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

Sincerely Yours,

Cooperative Educational Services

A handwritten signature in blue ink that reads 'David Chavez'.

David Chavez
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343




Association of Educational
PURCHASING AGENCIES

Acceptance of Bid & Contract Award

Instructions: PART I of this form is to be completed by the Bidder and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Bidder is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.


PART I: BIDDER

In compliance with the Invitation for Bid (IFB), the undersigned warrants that I/we have examined all Instructions to Bidders, associated documents, and being familiar with all of the conditions of the bid, hereby offer and agree to furnish all labor, materials, supplies and equipment incurred in compliance with all terms, conditions, specifications and amendments associated with this IFB and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services and other services on behalf of the Bidder Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

| | | | |
|----------------------|--|-----------------|--------------------------------------|
| Business Name | <u>Hellas Construction, Inc.</u> | Date | <u>9/12/19</u> |
| Address | <u>12710 Research Blvd., Ste. 240</u> | City, State Zip | <u>Austin, TX 78759</u> |
| Contact Person | <u>Ruth Hawley/Tommy McDougal</u> | Title | <u>Cooperative Contracts Manager</u> |
| Authorized Signature |  | Title | <u>Vice President - Estimating</u> |
| Email | <u>tmcdougal@hellasconstruction.com</u> | Phone | <u>512-250-2910</u> |

PART II: AWARDING MEMBER AGENCY

Your bid response for the above identified bid is hereby accepted. As a Bidder Partner you are now bound to offer and provide the products and services identified within this IFB, your response and approved by AEPA, including all terms, conditions, specifications, exceptions and amendments. As Bidder Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. The intent of this contract is to constitute the final and complete agreement between the AEPA Member Agency and Bidder Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2021, unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

| | | | |
|---|---|--|--------------------------|
| Awarding Agency | <u>COOPERATIVE EDUCATIONAL SERVICES</u> | | |
| Authorized Representative | <u>David Chavez:</u> |  | |
| Awarded this 2nd | <u>day of February 2020</u> | Contract Number | <u>2020-12N-A304-ALL</u> |
| Contract to commence (Member Agency to select) | | Or | <u>March 1, 2020</u> |

**EXTENSION OF AGREEMENT
AEPA BID #020A**

Contract EXTENSION AGREEMENT made by and between

Hellas Construction, Inc. (Vendor)
Natural and Synthetic Surfaces: Category 3-Running Track/Tennis/Athletic Courts
and

Cooperative Educational Services (Member)
2020-12N-A304-ALL (CES Contract No.)

The existing Agreement was initially awarded through February 28, 2021. The Term of Contract and Extension in the AEPA Bid provides the Agreement may be extended for three (3) additional 12-month periods by mutual written agreement through February 28, 2024. **AEPA has approved this extension and now the Member and the Vendor desire to extend the Agreement for an additional term to commence February 28, 2021.** Upon the signatures of an authorized officer of the Member and the Vendor, the Agreement is hereby extended.

This extension shall be subject to the same Terms and Conditions as contained in the original AEPA Bid, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

Member

Authorized Signature David Chavez Title Executive Director
Typed Name David Chavez Date February 9, 2021

Vendor

Authorized Signature Saulo Hernandez Title Director of Estimating
Typed Name Saulo Hernandez Date 2/11/2021

The Vendor agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA Bid.

If you as the Vendor do not want to extend contract, please sign below.

Discontinue: We desire to discontinue the contract, effective February 28, 2021.

Authorized Signature _____ Title _____
Typed Name _____ Date _____

NOTE: This agreement must be received by CES on or before February 28, 2021.

Various projects completed in New Mexico



| Project Name | Owner Name | Completion Year | State | City | Project Scope |
|---------------------------------------|------------------------------------|-----------------|-------|-------------|---------------------------|
| Jaycee Park | City of Artesia | 2021 | NM | Artesia | Turf, Construction |
| Cobre HS - FB, SB, BB Fields | Cobre Consolidated School District | 2020 | NM | Bayard | Turf, Track, Construction |
| Western New Mexico University | Western New Mexico University | 2020 | NM | Silver City | Turf, Construction |
| Capital City High School | Santa Fe Public Schools | 2020 | NM | Santa Fe | Turf |
| Red Mountain Middle School | Deming Public Schools | 2020 | NM | Deming | Turf |
| Pojoaque Valley HS - Baseball | Pojoaque Valley School District | 2019 | NM | Santa Fe | Turf |
| Artesia ISD BB / SB Turf | Cooper Henderson (AD) | 2019 | NM | Artesia | Turf |
| Eunice HS Track | Eunice ISD | 2017 | NM | EUNICE | Turf, Track, Construction |
| Farmington Sports Complex | City of Farmington | 2015 | NM | Farmington | Tennis/Courts |
| Cannon Air Force Base (AFB) | Cannon Air Force Base | 2013 | NM | Cannon AFB | Track |
| City of Farmington Cooper Street Park | City of Farmington | 2013 | NM | Farmington | Tennis/Courts |
| City of Farmington Brookside Park | City of Farmington | 2013 | NM | Farmington | Tennis/Courts |
| City of Farmington Sports Complex | City of Farmington | 2012 | NM | Farmington | Tennis/Courts |
| New Mexico Highlands University | New Mexico Highlands University | 2011 | NM | Las Vegas | Turf, Construction |
| Centennial High School | Las Cruces Public Schools | 2011 | NM | Las Cruces | Track, Tennis/Courts |
| New Mexico Junior College | New Mexico Junior College | 2011 | NM | Hobbs | Turf |
| Farmington Sports Complex | City of Farmington | 2010 | NM | Farmington | Tennis/Courts |

Various projects completed in New Mexico



| | | | | | |
|---|--|------|----|------------|-----------------------------|
| Aztec Municipal Schools - Fred Cook Stadium | Aztec Municipal Schools | 2008 | NM | Aztec | Turf, Track, Construction |
| Valencia High School | Los Lunas Schools | 2008 | NM | Los Lunas | Track |
| Chaparral High School | Gadsden Independent School District (ISD) | 2008 | NM | Chaparral | Track |
| Lions Pool Tennis Courts | City of Farmington, NM | 2008 | NM | Farminton | Tennis/Courts |
| Brookside Park | City of Farmington | 2008 | NM | Farmington | Tennis/Courts |
| Mossman Park | City of Farmington | 2008 | NM | Farmington | Tennis/Courts |
| Sedillo Park | City of Socorro | 2007 | NM | Socorro | Tennis/Courts |
| Robertson High School | Fremont Unified School District (UISD) | 2006 | NM | Las Vegas | Tennis/Courts, Construction |
| Roadrunner RV Resort | Roadrunner RV Resort | 2006 | NM | Red River | Tennis/Courts |
| Devargas Middle School | Santa Fe Public Schools | 2005 | NM | Santa Fe | Track |
| City of Las Cruces | City of Las Cruces | 2005 | NM | Las Cruces | Tennis/Courts |
| Edgewood Middle School | Edgewood Independent School District (ISD) | 2004 | NM | Edgewood | Track |
| Espanola Valley High School | Espanola Valley High School District (SD) | 2004 | NM | Espanola | Track |



City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: HELLAS CONSTRUCTION INC.
DBA: HELLAS CONSTRUCTION INC.

Business Location: 12000 W PARMER LN
AUSTIN, TX 78613

CRS Number: 03015992000

Owner: HELLAS CONSTRUCTION INC.

License Number: 230859

License Type: Business License - Renewable

Issued Date: July 29, 2021

Classification: Out of Jurisdiction Contractor -
General

Expiration Date: July 29, 2022

Fees Paid: \$10.00

HELLAS CONSTRUCTION INC.
12000 W West Parmer LN
AUSTIN, TX 78613

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: CES-HELLAS CONSTRUCTION, INC

Procurement Title: ON-CALL ATHLETIC FIELD CONSTRUCTION SERVICE AGREEMENT

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting PUBLIC WORKS/PARKS Staff Name MELISSA A. MCDONALD

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

Melissa A. McDonald, Acting Parks Division Director 11.20.2021

| | | |
|--|---------------------------|-------------|
| <u>Department Rep Printed Name (attesting that all information included)</u> | <u>Title</u> | <u>Date</u> |
|  <small>Fran Dunaway (Dec 6, 2021 8:40 MST)</small> | Chief Procurement Officer | Dec 6, 2021 |

| | | |
|--|--------------|-------------|
| <u>Purchasing Officer (attesting that all information is reviewed)</u> | <u>Title</u> | <u>Date</u> |
|--|--------------|-------------|

Include all other substantive documents and records of communication that pertain to the procurement and contract.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203124

Contractor: CES-Hellas Construction Services, Inc

Description: On-call contract for athletic construction services

Contract Agreement Lease / Rent Amendment

Term Start Date: January 15, 2022 Term End Date: February 28, 2024

Approved by Council Date: pending

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Why would a contract be issued if not promised to purchase any amount? Is this a Price Agreement instead? Why \$2.5 million? issued from CES a 1% charge of total contract \$25,000.

3. **Procurement History: CES Cooperative agreement**


Fran D. Yaway (Dec 6, 2021 10:40 MST)

Dec 6, 2021

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: Execution does not constitute a promise to purchase any amount

4. **Funding Source: Various (1004150, 5300273, 5300279)** Org / Object: Various



Dec 6, 2021

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: Budget will be identified as funds become available

Staff Contact who completed this form: Melissa A. McDonald Phone # 505-303-9502

Email: mamcdonald@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

HELLAS_ONCALL_GB

Interim Agreement Report







2021-12-02

| | |
|-----------------|---|
| Created: | 2021-12-02 |
| By: | Melissa Mcdonald (mamcdonald@ci.santa-fe.nm.us) |
| Status: | Out for Signature |
| Transaction ID: | CBJCHBCAABAAihggyJrN4xAfgMHtZQpUXGQJV7WKbgai |

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.

"HELLAS_ONCALL_GB" History

-  Document created by Melissa Mcdonald (mamcdonald@ci.santa-fe.nm.us)
2021-12-02 - 1:42:15 AM GMT- IP address: 63.232.20.2
-  Document emailed to Andy Hopkins (ajhopkins@ci.santa-fe.nm.us) for signature
2021-12-02 - 1:47:36 AM GMT
-  Email viewed by Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)
2021-12-02 - 1:53:54 AM GMT- IP address: 104.47.64.254
-  Document e-signed by Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)
Signature Date: 2021-12-02 - 1:54:20 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@ci.santa-fe.nm.us) for signature
2021-12-02 - 1:54:22 AM GMT
-  Email viewed by Fran Dunaway (fadunaway@ci.santa-fe.nm.us)
2021-12-02 - 3:05:01 PM GMT- IP address: 104.47.64.254

Signature: Andy Hopkins
Andy Hopkins (Dec 6, 2021 10:35 MST)

Email: ajhopkins@santafenm.gov









GB PW HELLAS CONSTRUCTION ATHLETIC FIELDS

Final Audit Report

2021-12-06

| | |
|-----------------|--|
| Created: | 2021-12-06 |
| By: | Megan Lujan (mmlujan@ci.santa-fe.nm.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA4hKhWwvmUDKWO2_myBXSzWczdCxr7Hqq |

"GB PW HELLAS CONSTRUCTION ATHLETIC FIELDS" History

-  Document created by Megan Lujan (mmlujan@ci.santa-fe.nm.us)
2021-12-06 - 5:28:19 PM GMT
-  Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-12-06 - 5:33:56 PM GMT
-  Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-12-06 - 5:34:40 PM GMT
-  Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-12-06 - 5:35:35 PM GMT - Time Source: server
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-12-06 - 5:35:40 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-12-06 - 9:48:49 PM GMT
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-12-06 - 11:40:08 PM GMT - Time Source: server
-  Agreement completed.
2021-12-06 - 11:40:08 PM GMT



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: B&D Industries

Procurement Title: Contract w. State price agreement/B&D Ind. for Soccer Field Lighting Install at MRC

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Parks Division Staff Name Melissa McDonald

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
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- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

Melissa McDonald Parks Division Director 12/10/21

Department Rep Printed Name (attesting that all information included) Title Date
Fran Duraway Chief Procurement Officer Dec 14, 2021

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.



City of Santa Fe, New Mexico

Memorandum



DATE: December 14, 2021

TO: Public Works, CIP and Land Use Committee/Finance Committee/Governing Body

VIA: Regina Wheeler, Public Works Department Director *RW*

FROM: Melissa A. McDonald, Parks Division Director *MMc*

ACTIONS

Request for the Approval of the agreement with B&D Industries for the installation of soccer field lighting at the Municipal Recreation Complex in the Total Amount of \$666,342.43 including New Mexico gross receipts tax. (Melissa A. McDonald, Parks Division Director, mamcdonald@santafenm.gov, 505-303-9502)

1) Request for Approval of BAR Amendment Resolution to allocate \$500,000 from the Santa Fe County Match Funds per MOU 19-0792 into budget for this project.

BACKGROUND

The Municipal Recreation Complex (MRC) Soccer Valley was funded with \$1.25M from a legislative appropriation, 2018 GRT Bond and matching funds from the County for a project to improve the fields and increase playability for the soccer community. The two main elements of the project are (1) installation of field lighting for 2 of the 4 existing soccer fields and (2) irrigation, grading and asphalt path upgrades. The soccer community stakeholders determined that field lighting is the priority and should be pursued first to increase playable time on the fields.

The installation of field lighting aligns with the MRC master plan and will include new lighting fixtures, new utility yard with electrical and control panels, and a new electrical service feed to power the lighting and support additional field lighting in the future.

B&D Industries was chosen for this lighting installation project because they offered the lowest price proposal; have experience installing sports field lighting including Musco Lighting products which are specified on this project; and proposed the least invasive approach by boring conduits under the turf instead of open trenching. B&D will coordinate with PNM and manage the new service upgrade. B&D estimates that they will complete the lighting installation in time for the 2022 soccer season which begins in May. PNM has not provided a schedule for the new service, but is aware of the desire to activate the new lighting by May 2022.

Irrigation, grading and path work scope will be redefined to fit within the remaining project budget and will be submitted separately for approvals.

The cost for construction of the new soccer field lighting including tax and 5% contingency is \$666,342.43. The project has funding of \$1,250,000 consisting of \$250,000 legislative appropriation grant 19-D3205, \$500,000 City 2018 Senior Lien GRT Bond, and \$500,000 Santa Fe County Match per MOU 19-0792.

COMMITTEE REVIEW

Finance Committee: 1/3/2022

Public Works and Utilities Committee: 1/10/2022

Governing Body: 1/12/2022

PROCUREMENT METHOD

New Mexico Statewide Price Agreement (SWPA) #00-00000-21-00095, which expires on July 14, 2022.

CONTRACT NUMBER

The Munis contract number is 3203144

FUNDING SOURCE

Fund Name/Number: MUNRECCMP 530

Munis Org Name/Number: General Fund/5300279

Munis Object Name/Number: MRC Capital Project/572970 WIP Construction

ATTACHMENTS

B&D Industries Contract

Exhibit A: B&D Industries Quote

SWPA Documentation

Contractor's Certificate of Professional Liability Insurance

City of Santa Fe Business License

Procurement Checklist

Summary of Contract

BAR

CITY OF SANTA FE

CONSTRUCTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **B&D Industries**, hereinafter referred to as the Contractor, and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:
Turnkey installation of new soccer field lighting per Morrow Reardon Wilkinson Miller, Ltd. (MRWM) Soccer Sports Field Lighting Plans dated February 4, 2021. Scope of work includes installation of all new lighting fixtures; conduit; utility yards, electrical panels, shutoffs and controls; repair of any disturbed or damaged existing irrigation, turf or other existing conditions; and all PNM coordination and fees on the installation of new service feeds and utility easements to power the new lighting. See the attached quote for work marked "Exhibit A" attached hereto.

B. Performance Measures.

Contractor shall substantially perform the following Performance Measures:

1) Complete full installation by April 31, 2022 of new soccer field lighting, PNM coordination on new service feed, and any field remediation per MRWM Soccer Sports Field Lighting Plans dated February 4, 2021, to the satisfaction of the City and MRWM.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed five hundred ninety eight thousand one hundred sixty three dollars and thirty nine cents (\$598,163.39), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling thirty six thousand four hundred forty eight dollars and forty five cents (\$36,448.45) shall be paid by the City to the Contractor. In the event that unanticipated cost overruns occur, and the field lighting installation exceeds the deliverable amount, the City, at its sole discretion, may agree to pay additional compensation to the contractor in an amount less than or equal to thirty one thousand seven hundred thirty dollars and fifty nine cents (\$31,730.59). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed six hundred sixty six thousand three hundred forty two dollars and forty three cents. (\$666,342.43). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services**

provided in excess of the total compensation amount without this Agreement being amended in writing prior to 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 thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **December 31, 2023** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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 Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. 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 AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the

Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement 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 professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. 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 Agreement or assign any claims for money due or to become due under this Agreement 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 Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

10. Release.

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

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement 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 Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement 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 Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement 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 Agreement was entered

into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, 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 Agreement 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 Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

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

14. Amendment.

A. This Agreement 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 Agreement 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 Agreement, 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) Agreement compensation, as outlined in Article 2; or
- 5) Agreement 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 Agreement and become binding as a part of the original Agreement.

16. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Penalties for Violation of Law.

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 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, 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 Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, 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 Agreement.

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 Agreement may be terminated by the City.

21. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's

compliance with the provisions of this section as a condition prior to performing services under this Agreement.

22. Other Insurance.

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

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

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement 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.

23. 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 Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. 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 Agreement shall not foreclose the right of the City to recover excessive or illegal payments

24. 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 Agreement, 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 Agreement. 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 Agreement 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.

25. New Mexico Tort Claims Act.

Any liability incurred by the City of Santa Fe in connection with this Agreement 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 Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition.

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

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

28. Notices.

Any notice required to be given to either party by this Agreement 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: Melissa A. McDonald, Parks Division Director, 1142 Siler Road Bldg C, Santa Fe, NM 87505, mamcdonald@santafenm.gov.

To the Contractor: Russell Herring, Director – Construction, 9720 Bell Avenue SE, Albuquerque, NM 87123, russellh@banddindustries.com.

29. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement 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.

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

CITY OF SANTA FE:

CONTRACTOR:
B&D Industries, Inc.

ALAN WEBBER, MAYOR

NAME & TITLE
Clinton Beall, President

DATE: _____

DATE: 12.13.2021
CRS# 01-716872-004

Registration# 224955

ATTEST:

KRISTINE BUSTOS MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (CIV. 13 2021 9826 MS7)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR
5300279 572970

Org. Name/Org#

AH
AH

NEW MEXICO

9720 Bell Ave SE
 Albuquerque, NM 87123
Phone: (505) 299-4464
 (866) 315-8349
Fax: (505) 298-2114

BRANCH OFFICES**NEW MEXICO**

101 DP Rd
 Los Alamos, NM 87544
Phone: (505) 661-8336
Fax: (505) 661-8337

5920 N. Lovington Hwy,
 Hobbs, NM 88240
Phone: (505) 780-0410

2885 Industrial Rd.
 Santa Fe, NM 87505
Phone: (505) 559-2585
Fax: (505) 559-2589

ARIZONA

3001 South 35th
 Street #C10
 Phoenix, AZ 85034
Phone: (480) 632-4002

NEW YORK

65 Washington Street
 Rensselaer, NY 12144
Phone: (518) 400-7412

Re: Santa Fe MRC Soccer Field Lighting
 Proposal Number: 03-21-017

Electrical Drawings: E101, E102, E201, E202, E301, E302, LS501 City of Santa Fe MRC Soccer Complex Renovations. 2/04/21
 Statewide Price Agreement#: 10-00000-21-00095

Addenda received: NO

Thank you for the opportunity to provide an electrical price for the project mentioned above.

| | |
|-----------------------------|-----------------------------|
| Base Bid Electrical: | \$ 425,776.74 |
| Bond: | \$ 7,386.65 |
| Tax: | \$ 36,448.45 |
| <u>PNM Estimate</u> | <u>\$165,000.00</u> |
| Total price: | \$ <u>634,611.84</u> |

Base Bid Inclusions (quote includes):

1. Bond
2. Survey Area needed from existing PNM PMH switch to new PNM transformer for easement. Per drawing.
3. Erect and install new light poles. Per drawings
4. Providing concrete pad for new gear. Per drawings
5. Install new light fixtures on poles. Per drawings
6. Install new transformer. Per drawings
7. Install new cabinet for lighting. Per drawings
8. Install new panels. Per drawings
9. Install 11"x18" in ground pull boxes. Per drawings
10. Install Light in yard area. Per drawings
11. Run new conduit and wire for lights. Per drawings
12. Install new receptacle for Panel "LA". Per drawings
13. Connect pnm transformer to new panel. Per drawings
14. Ground all new equipment to spec. Per drawings
15. Tie in all appropriate breakers for lights. Per drawings
16. Dig boring pits for directional boring. Per drawings.
17. Directional bore to new in ground boxes. Per drawings.
18. Replace grass where holes and boring work are done. Per drawings.
19. Lay concrete pad. Per drawings.
20. Provide porty-potty and wash station.
21. Standard Hours only.

Exclusions (quote excludes):

1. Line spotting of privately owned underground utilities.

NEW MEXICO

9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
(866) 315-8349
Fax: (505) 298-2114

BRANCH OFFICES

NEW MEXICO

101 DP Rd
Los Alamos, NM 87544
Phone: (505) 661-8336
Fax: (505) 661-8337

5920 N. Lovington Hwy,
Hobbs, NM 88240
Phone: (505) 780-0410

2885 Industrial Rd.
Santa Fe, NM 87505
Phone: (505) 559-2585
Fax: (505) 559-2589

ARIZONA

3001 South 35th
Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002

NEW YORK

65 Washington Street
Rensselaer, NY 12144
Phone: (518) 400-7412

2. Provision and installation of oil field pad mounted transformer (by PNM)
3. Unground primary from switch to transformer (by PNM)
4. Any dirt work from PMH switch to new PNM transformer
5. Non-standard Hours.
6. Temporary site electric facilities.
Cutting, removal or replacement of architectural surfaces.
7. General site conditions. (Dumpster)
8. Pre-existing code violations.
9. Textura Payment System or any other third-party payment system. Add .25% to contract amount for use of Textura Payment System and .5% for any and all change orders.
10. All items and/or scopes not specifically included above.

If you have any questions or concerns, please feel free to email or call.

Best Regards,
Galen Lopez
Estimator
GLopez@BandDindustires.com
505-299-4464 ext.538 (office)
505273-1844 (mobile)

This cost proposal is valid for 30 days following issuance by B&D Industries, Inc. If the proposal is accepted after 30 days, B&D reserves the right to revise the price in accordance with commodity pricing changes including, but not limited to, copper, conduit and steel materials. If awarded, B&D reserves the right to review all contract documents associated with the project.

NOTICE: THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, B&D Industries, Inc. will use its best efforts to staff and supply this project to meet the scheduled completion date. However, B&D Industries, Inc. reserves its right to seek an excusable extension of time if B&D Industries, Inc. or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed Subcontract, we intend to seek additional costs associated with the suspension.



Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. 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 with respect to such provision do not apply.

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Contractors' General Liability Extension Endorsement**1. ADDITIONAL INSUREDS**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; 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 such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases 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 such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

Contractors' General Liability Extension Endorsement

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, 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 the **Named Insured**, 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 coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. 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 **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental 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 a **Named Insured** owns, rents, or controls 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 a **Named Insured** or on a **Named Insured's** behalf.

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 governmental 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 or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is 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:



Contractors' General Liability Extension Endorsement

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
- in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **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 sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or

Contractors' General Liability Extension Endorsement

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

l. Damage to Your Work

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

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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Contractors' General Liability Extension Endorsement

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product and your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury or property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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VALLEY FORGE INSURANCE COMPANY

Insured Name: B & D INDUSTRIES, INC.

Policy No: 6016149399

Endorsement No: 5

Effective Date: 11/11/2021

Contractors' General Liability Extension Endorsement

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

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.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

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;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** 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.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. 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



Contractors' General Liability Extension Endorsement

claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community 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 or status 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.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

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

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

Contractors' General Liability Extension Endorsement

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

Contractors' General Liability Extension Endorsement

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

- a. **professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

Contractors' General Liability Extension Endorsement

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:



Contractors' General Liability Extension Endorsement**j. Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, 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 the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** 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.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** 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 **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

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**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

Contractors' General Liability Extension Endorsement

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a.** \$500,000; or
- b.** The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

- A. LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1)** \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2)** the amount shown in the Declarations for Medical Expense Limit.



Contractors' General Liability Extension Endorsement

B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury 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**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
 - (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.
2. add the following exclusions:

Contractors' General Liability Extension Endorsement

This insurance does not apply to:

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**.

Premises Related Discrimination

discrimination or humiliation arising out of 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**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.



Contractors' General Liability Extension Endorsement

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

Contractors' General Liability Extension Endorsement

2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. Other Insurance is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 24; Page: 1 of 4

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

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C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered **auto** you lease, hire, rent or borrow without a driver; and
- b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.
- e. Such physical damage coverage for hired **autos** will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

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Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

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F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

- 1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:
 - a. An **auto** owned by that "executive officer" or a member of that person's household; or
 - b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**

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Endorsement Effective Date:

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Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

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- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- A. coverage broader than required by the **written contract**; or
- B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
- B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

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VALLEY FORGE INSURANCE COMPANY

Insured Name: B & D INDUSTRIES, INC.

Policy No: 6016149399

Endorsement No: 15

Effective Date: 11/11/2021

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**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement****Primary and Noncontributory Insurance**

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

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VALLEY FORGE INSURANCE COMPANY

Insured Name: B & D INDUSTRIES, INC.

Policy No: 6016149399

Endorsement No: 15

Effective Date: 11/11/2021



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

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 7; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Endorsement Expiration Date:

Policy No: WC 6 16149385

Policy Effective Date: 11/11/2021

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations

3. Premium:

The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 42 03 04 B (06-2014)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 24; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Policy No: WC 6 16149385

Policy Effective Date: 11/11/2021

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WAIVER OF SUBROGATION

Insured Name: B & D INDUSTRIES, INC
Insured Policy Number: WC100-0005672-2021A

Builders Trust of New Mexico waives any right of recovery of subrogation against the certificate holder named on this certificate of insurance, but only to the extent that the employers to whom we provide coverage performs work under a written contract with the certificate holder that requires this waiver.

| Name of Person | Name of Organization |
|----------------|-------------------------------|
| | Blanket Waiver of Subrogation |

Date: 12/14/2020

Countersigned by Randy L. Alkin

Agency Number: 35 – 39

Agency Name: HUB International Insurance Services, Inc. (Lujan)

(505) 345-3477 1-800-640-3369 FAX (505) 344-7245
5931 OFFICE BOULEVARD, NE SUITE 3 ALBUQUERQUE, NM 87109 - P.O. BOX 91330
ALBUQUERQUE, NM 87109

www.builderstrust.com



**State of New Mexico
General Services Department**

Statewide Price Agreement

**Awarded Vendor:
12 Vendors on Page 6**

Price Agreement Number: 10-00000-21-00095

Payment Terms: Net 30

F.O.B.: Destination

Delivery: See Page 6

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

Procurement Specialist: Michael Saavedra MS

Telephone No.: 505-372-8489

Email: Michael.Saavedra@state.nm.us

**Invoice:
As Requested**

Title: Electrical Services On-Call

Term: June 15, 2021 thru June 14, 2022

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

Accepted for the State of New Mexico

Valerie Paulk
Mark Hayden, New Mexico State Purchasing Agent

Date: 6/15/2021

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

JJL

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 10-00000-21-00095

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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

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 10-00000-21-00095

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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

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General Services Department
Purchasing Division
Statewide Price Agreement #: 10-00000-21-00095

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this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico 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)

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days, the Agency 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. 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) 0000097177

APIC Solutions, Inc,
5550 Midway Park Place NE
Albuquerque, NM 87109
505-345-1381
800-518-3931
quotes@apicnm.com
sfoster@apicnm.com
orders@apicnm.com
service@apicnm.com

Delivery: Destination

(AB) 0000009253

Allied Electric Inc.
PO Box 28430
Santa Fe, NM 87592-8430
505-438-8899
george@alliednm.com
melissa@alliednm.com
office@alliednm.com

Delivery: as requested by owner

(AC) 0000133362

Alpha & Omega Electric, LLC
1301 Alcazar St. NE
Albuquerque, NM 87110
505-554-3313
elizabeth@electrical.team

Delivery: As Requested

(AD) 0000046277

B & D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123
505-299-4464
jwesterfield@banddindustries.com
clinton@banddindustries.com

Delivery: F.O.B. Destination

(AE) 0000049380

Bixby Electric Inc.
521 Wheeler Ave., SE
Albuquerque, NM 87102
505-842-5384
service@bixbyelectric.com
jimmy.sample@bixbyelectric.com

Delivery: As Requested

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(AF) 0000049571

Enterprise Electrical Services, Inc.

PO Box 53248

Albuquerque, NM 87153

505-275-9369 x 13

cgutierrez@entelcomm.com

Delivery: F.O.B. Destination

(AG) 0000049954

Great Western Electrical Inc.

3310 Girard Blvd NE

Albuquerque, NM 87107

505-881-6525

sburson7@nmgwe.com

Delivery: 3310 Girard Blvd NE, Albuquerque, NM 87107

(AH) 0000052470

HEI, Inc.

PO Box 31310

Albuquerque, NM 87190

505-880-1819

whumbard@heinm.com

Delivery: F.O.B. Destination

(AI) 0000046795

Lynco Electric Company Inc.

1520 West Amador

Las Cruces, NM 88005

575-523-9066

lyncoelecathan@comcast.net

Delivery: As indicated on bid form

(AJ) 0000047584

McDade-Woodcock, Inc.

2404 Claremont Ave. NE

Albuquerque, NM 87107

505-884-0155

randyd@mwieic.com

Delivery: As Requested

(AK) 0000142264

Red Seven Electric, LLC

50 Manzano Rd

Los Lunas, NM 87031

505-859-5414

mmedina@redsevenelectric.com

Delivery: As requested by NM State Purchasing Agent

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(AL) 0000091459

Yei Rogers

DBA: Wizer Electric LLC

6017 Del Carmen Dr. NE

Rio Rancho, NM 87144

505-771-4973

wizerelectric@yahoo.com

trogers@wizerelectric.com

Delivery: Wizer Electric, LLC 6017 Del Carmen, Rio
Rancho, NM 87144

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Specifications:

The State of New Mexico, General Services Department (GSD) wishes to establish a price agreement contract for Miscellaneous Electrical services and work related to these systems. This price agreement may be utilized by all state agencies, local public bodies and municipalities.

Procurement will be based on a vendor supplying pricing through an established cost schedule. The price agreement will contain the contractor's commitment to offer services on a zone basis and willingness to respond to contract vendor requests when such requests are originated by authorized procuring agencies. Determination for the award shall be based upon the lowest total cost of all the bid items according to the formula listed within the "Cost Proposal" section. The In-state Preference and Veteran's Preference bidding advantage will be applied if applicable. Each bidder MUST enter a price for the requested items #1-4, 13, and 14 in the zone or their bid will be deemed unresponsive. This procurement may result in a multi-source award. A current Public Works Registration number must be provided or the bid will be deemed unresponsive.

Under the terms and conditions of this Price Agreement all State of New Mexico agencies 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.

Term:

The term of this agreement shall be for one (1) year from date of award with the option to extend for a period (s) of two (2) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Director at the same price, terms and conditions. This agreement shall not exceed three (3) years. Per NMSA 1978 Section 13-1-154.1, the cap of four million dollars (\$4,000,000) is effective for every Project. The cap of twelve million five hundred thousand dollars (\$12,500,000) is effective for each Contractor's contract Price Agreement.

Escalation / Reduction Clause:

Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, in the event of a Department of Workforce Solutions wage rate decision increase or a Union required increase, an escalation request will be reviewed by NM State Purchasing Division on an individual basis. 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

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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.
6. Department of Workforce Solutions Wage Rate documentation of old and new rate schedules.

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 contract will be cancelled immediately.

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 property caused by or resulting from the contractor's, and/or its employees, own negligent act(s) or omissions while the contractor, and/or its employees, perform(s) 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 (41-4-1, et seq., N.M.S.A. 1978 comp), section 57-7-1 N.M.S.A. 1978 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 the agreement to create 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), damages to property(ies) and/or any other claim(s) whatsoever, pursuant to the provisions of this agreement.

The contractor shall provide public liability insurance for the minimum amount of \$300,000 for damage to or destruction of property arising out of each occurrence; the amount of \$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 \$1,00,000 for all claims arising out of each occurrence.

Builder's Risk Insurance:

Before commencing the Work for a project under this Price Agreement, the Contractor shall secure and maintain a Builder's Risk Policy upon the entire project for the full cost of replacement at the time of loss. This insurance shall also name the Owner, Contractor, and Subcontractors of all tiers, as named insureds. The Owner and Contractor shall be named as loss payee(s).

This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss to property except those specifically excluded by the policy. The policy, at a minimum unless otherwise agreed to in writing, shall insure against the perils of:

- a. fire, lightning, explosion, windstorm, hail, smoke, water from any source, aircraft (except aircraft, including helicopters, operated by or on behalf of the Contractor), vehicles, riot and civil commotion, terrorism, theft, vandalism, malicious mischief, earthquake, collapse, defective design, defective workmanship, defective materials and earth movement including mudslide.

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- b. This insurance shall also include, at a minimum, additional coverages for:
- c. damage to land excavation, footings, and/or temporary structures;
- d. property in transit or in temporary storage;
- e. engineering, testing, applicable design and related soft costs;
- f. loss of use, delays in occupancy resulting from a covered cause of loss;
- g. fencing and signage;
- h. demolition and debris removal including pollutants;
- i. fire department service charges and refill of fire protection devices.

The Contractor shall be solely responsible for any deductible amounts or coinsurance penalties.

This policy shall provide for a waiver of subrogation in favor of the Owner, Contractor, and Subcontractors of all tiers. This insurance shall remain in effect until the project is accepted by the Owner, or occupied in whole or in part. Partial occupancy or use of the work shall not commence until the Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection. Should any partial occupancy or use of the work occur prior to the foregoing consent being obtained, such partial occupancy or use does not create an automatic right of cancellation of the coverage required in this subsection.

The Builder's Risk Policy shall be provided by an insurance company with an A.M. Best rating of A VI, or better, acceptable to the Owner, and authorized to conduct business in the State of New Mexico.

Before commencing a project, the contractor shall provide a copy of the Builder's Risk Policy or coverage binder with endorsements obtained in compliance with this subsection.

If the Contractor does not maintain Builder's Risk insurance as required by this Price Agreement, including all the endorsements, coverages, and deductibles described herein, the Contractor shall give written notice to the Owner before commencing the Work or immediately upon notice by the insurance company. The Owner may elect to provide insurance options to the Contractor or secure insurance to protect its interests, including the coverage of deductibles in consultation with the Contractor. The cost difference, if any, of the force-placed insurance shall be the sole responsibility of the Contractor and will not be considered a change order to the Price Agreement. In any event, no work shall commence pursuant to the Price Agreement until a Builder's Risk Policy is in place to the satisfaction and protection of the Owner.

The coverages afforded to the Owner by the State of New Mexico General Services Department/Risk Management Division (GSD/RMD) under their Certificate of Coverage including property in course of construction shall be excess over the Builder's Risk policy secured by the Contractor. The State's Certificate of Coverage will not indemnify any private sector contractor, entity, business, person, or organization.

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 if applicable.

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A wage rate decision is required by the public works minimum wage act for construction, demolition or renovation purposes on projects costing \$60,000 or more and funded in part by state or local funding. When a specific project is anticipated that will exceed \$60,000, the agency will make a written request to Department of Workforce Solutions for a Wage Rate Determination decision at least three (3) weeks before they solicit quotes from the contractor. The contractor must agree to comply with that current wage decision for the project. The subcontractors, if applicable, will also be subject to the Wage Decision.

For the purposes of bidding the 'wage decision project' wage rate items, use the current effective DWS Wage Rates as the guideline since increases in wage rates will be handled under the escalation clause.

Performance, Payment and Material Bonding:

A 100% performance bond and a 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 \$25,000.00. Said bonds must be provided to the requesting agency and are to be filed with the agency's purchasing office. Failure to comply shall result in order being issued to another vendor and difference being charged back to the awarded contractor(s). Bond cost shall be billed as an actual cost with no markup. A copy of the bond is required to be sent to the Agency.

Firm Lump Sum Fixed Price:

Do not include New Mexico gross receipts tax in your pricing on this invitation to bid.

Price shall include New Mexico gross receipts tax or local option tax (es) on a separate line of the pay application/invoice. Such tax or taxes shall be added to its purchase order at the current tax rate at the project's location. The total project contract amount represents the total compensation to be paid by the state for goods and/or services provided and referred to hereafter as the firm lump sum fixed price. It is understood that the party providing said goods and/or services in such lump sum fashion to the state is responsible for payment of all its costs necessary to complete the work including but not limited to labor, equipment, tools, materials, subcontractors, professional services fee for drawings and specifications if not provided, taxes, licenses, fee, permits, bonds if required, profit and overhead and insurance. The prices quoted herein represent the total compensation to be paid by the State for goods and/or services provided.

A single Project will be limited to total costs not to exceed \$1,000,000 including NM Gross receipts tax. The Agency shall not separate work and issue separate Purchase Orders whose combined totals exceed the Project limits threshold in order to utilize this Price Agreement. By awarding the Price Agreement, the Agency makes no promise of work to be generated. The volume and location of work will vary by need and funding on a yearly basis.

General:

All work shall be performed in accordance with the New Mexico building codes and electrical industry standards.

The awarded contractor shall be responsible for all permits associated with this work as required by the State of New Mexico, Construction Industries Division. The Construction Industries Division will issue permits for work performed at state owned buildings. Permit costs shall be billed as an actual cost with no markup.

The contractor will be contacted on an as needed basis to perform work associated with this contract in the zones specified. The user agency may solicit quotes from more than one vendor listed in this price agreement.

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The contractor may lower his rates on any of the bid items in order to submit a more competitive quote. The user agency may issue a purchase order to the contractor with the lowest quote that meets all of the requirements of the scope of work. The user agency reserves the right to accept offers from contractors that desire to submit quotes which better meet the hours and identified costs in order to obtain a fair and reasonable price based on the level of effort and mix of labor proposed to perform the specific project in the zone originally bid. Upon agreement of the cost by the contractor and the user agency, a firm lump sum fixed price purchase order will be executed.

Failure to respond to the state's requests without reasonable cause shall be grounds for termination of this contract.

The contractor and the subcontractors' employees agree to cooperate with and to abide by the rules and requirements of the requesting state agency to not interfere with the daily operations of the agency or to jeopardize the health, safety or welfare of the user agency's employees or general public conducting business with the state.

The using agency reserves the right to purchase materials directly from existing statewide price agreement sources, and to provide these materials to the contractor.

Travel:

Contractors will be allowed to quote anticipated travel mileage one way trip from vendor's place of business to jobsite in excess of fifty (50) miles. The rate used for travel cost will be the current rate allowed by the Federal Government. Mileage will be based by mapquest.com. No per diem will be allowed. The travel mileage will be calculated by finding the exact one way trip mileage on mapquest, subtracting 50 miles and multiplying that mileage times the Federal Government rate times the number of days to be at the site.

Debarred or Suspended Contractors:

A business (Contractor, Subcontractor, or Supplier) that has either been debarred or suspended pursuant to the requirements of Sections 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17, NMSA 1978, shall not be permitted to do business with the State and shall not be considered for award of contract during the period for which it is debarred or suspended.

Bribes, Gratuities and Kickbacks:

It is illegal in the State of New Mexico for any public employee to solicit or accept anything of value in connection with award of contract for this Bid and for any person to offer or pay anything of value to any such public employee (30-24-1 and 30-24-2, NMSA 1978).

Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-24-1 through 30-24-3, NMSA 1978, and 30-41-1 through 30-41-3, NMSA 1978), which prohibit bribes, kickbacks, and gratuities, violations of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

Assignment of Antitrust Claims:

The Contractor agrees that any and all claims that the Contractor may have or that may inure to the Contractor for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with this Bid are hereby assigned to the State of New Mexico, but only to the extent that such overcharges are passed on to the State. The Contractor further agrees to require each of its Suppliers,

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Subcontractors, and Sub subcontractors to assign any and all such claims for overcharges to the State by executing an assignment on the form provided by the Owner for such purpose. The executed form (see Section 00600-7) shall be submitted prior to the commencement of the Work or the supplying of any materials by the Supplier, Subcontractor, or Sub subcontractor. The submission of this executed form may be waived by the Owner upon a showing of a good-faith effort by the Contractor to obtain agreement in writing from his Supplier, Subcontractor, or Sub subcontractor. Waiver by the Owner may not unreasonably be denied.

It is agreed that the Contractor retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the State, including the right to any treble damages attributable thereto.

Subcontractors:

Subcontractors are allowed for work on this contract only with written prior approval by the agency contracting for the work. Subcontractors' activities must be defined and the cost of their work broken out on a separate line(s) on the quote. The subcontractor's quote must follow the price agreement item breakdown and have materials itemized. If a subcontractor's quote is included in the accepted primary contractor's quote then subcontractor approval is implied. If a contractor desires to change the subcontractor after contract award, written approval must be obtained from user agency.

The Primary contractor will be wholly responsible for the entire performance of the subcontractor and must adequately supervise the work of the subcontractor in order to ensure that the quality of their work meets the State's standards. Subcontractors are subject to the same applicable licensing and insurance coverage as the primary contractor. Subcontractors who have been suspended or debarred from doing state or federal work may not be used by the Primary Contractor.

The awarded vendor may NOT add a markup for subcontracted work.

Scope of Work:

The contractor for this work shall provide all materials, labor, tools and equipment, and pay for any permits and fees necessary to perform the work. All work shall be in strict compliance with the national and state electrical code.

The owner shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the electrical work required for the project.

This contractor shall be capable of providing all new or upgrades to the existing electrical service and systems, diagnostic services, perform trouble shooting services for the owner and to prepare proposals for all costs and services needed to perform the work required, in compliance with the national and state electrical codes.

The work shall include the repair, replacement or extension of electrical systems within, attached to or servicing buildings or sites above ground or underground. The work shall include, but not be limited to: installation of new power and lighting circuits; new power services; new electrical devices, equipment and lighting fixtures; and any other related electrical work. Work shall also include the removal and disposal of existing power circuits, lighting fixtures and equipment; and the termination of associated circuits and

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services. Any related work required to accomplish the requested electrical work is included. Low voltage work could be included.

All work shall be performed in a neat and workmanlike manner, while maintaining the work area(s) in a clean condition. All work shall be installed in strict compliance with industry standards, by workers trained and certified to perform the work. All materials shall be new and of the highest quality available for the type of work being performed.

The contractor shall provide all protective coverings necessary to protect existing finishes and improvements which are in the area where the new work will occur.

The contractor shall restore any damage to existing finishes. Restoration work shall be inconspicuous with existing finishes.

The contractor shall provide all clean-up for its operations. All hazardous and non-hazardous construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The owner's trash container for the building shall not be used for disposal of construction debris.

Labor:

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

Work is to be warrantied against defects in materials and workmanship for a period of one year from the date of completion and acceptance by the owner or using agency.

Hourly rates are requested for the three levels of personnel as follows.

Journeyman: a person licensed by the State of New Mexico as a journeyman in the specialized field of work required and being performed on this project.

Apprentice: a person with substantial experience in this field of work, but not yet licensed as a journeyman.

Laborer: a person with minimal experience, performing simple tasks as clean-up and other minor forms of labor.

Other Direct Labor: Hourly rates for other direct personnel that may be anticipated during the course of this contract should be added under other labor categories listed in the bid documents.

Materials, Subcontracts and Other Associated Costs:

Materials, subcontracts and other associated costs necessary to perform the work stipulated in the scope of work shall be itemized with pricing. After acceptance of the costs identified in this section by the Agency, those costs shall be treated as provided in the section on Firm Lump Sum Fixed Price. If there is to be a discount on the retail materials, the quote must show the discount.

All material specified in the quote regardless of whether incorporated in the work shall be deemed included as paid for by the Owner or Agency. As such, any unused materials shall be turned over to the owner or agency for whom the work was provided. 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.

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Awarded vendors may NOT add a markup for materials, subcontractors, equipment rental or any associated costs. Profit and overhead markups are not allowed.

Equipment Rental:

If special equipment is required to perform the work required, the Contractor may quote the cost of said equipment.

Quote Request:

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

The contractor shall visit the site and compare the owner'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 at no cost to the State, to include the work to be performed as well as the number of days required for the completion of the project and submit it to the using agency or local public body.

Change Orders:

Change Orders are lump sum amounts which are added to the Purchase Order as a line item or put into a new Purchase Order. They are to be used for unforeseen conditions or Agency identified but unestimated work. When they are quantified and identified, the resultant cost must be submitted to the Agency with subcontractor quotes. No extra work can be started until the Change Order is approved in writing and the Purchase Order is approved.

Written justification shall accompany the request. The justification shall include the reason, the scope, the history of the issue, the place of the work and any other relevant details.

Work Commencement:

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 vendor's quote. The contractor is required to submit a work schedule which will indicate the approximate completion date of the project. It should be updated with any changes as the work proceeds. 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 owner and the contractor. If submittals or shop drawings are required, then they must be approved before the relevant work is started.

The Contractor shall supervise and direct the work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the project. The contractor shall be responsible to the user agency for the acts and omissions of his employees and, if prior approved, Subcontractors and their agents and employees and other persons performing any of the work under a contract with the Contractor.

Where work is to be conducted in a state 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

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contractor, access to the facility should the employee be in violation of any criteria required for the security clearance.

The user agency or local public body 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 user agency feel it is in its best interest to provide these extraordinary security services.

The user agency or local public body 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 well-being of the facility. Inappropriate behavior by the contractor, its employees or subcontractors shall immediately cancel this contract. Any employee of the contractor found in violation of any law, while on the user agency's property, will be prosecuted.

The user agency or local public body may order the Contractor to stop the work or a portion of it if the contractor fails to correct defective work or persistently fails to carry out the work. The user agency would do so in writing with justifications with the knowledge that if the 'stop work' was not sufficiently justified, the contractor may be owed for demobilizing and remobilizing.

Review of Project Documents:

The contractor shall carefully study and compare the project documents and shall report at once to the user agency any error, inconsistency or omission he may discover. If this occurs during the work, the contractor shall not continue the related work until the issue is resolved.

Testing:

Any testing required by the project documents and any retesting required as a result of the failure of the first or subsequent tests, including but not limited to testing for job mix formulae and design mixes, shall be performed by a testing laboratory under the direct supervision of a Registered Professional Engineer licensed to practice in the State of New Mexico and shall be paid for by the contractor. The user agency or local public bod reserves the right to hire a third party testing company to observe or complete additional tests as the user agency or local public body deems necessary.

Safety:

The Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. This includes precautions to prevent damage, injury or loss to: 1) all employees on the work and all other persons who may be affected thereby, 2) all the work an all materials and equipment to be incorporated therein, whether in storage on or off site, under the care, custody or control of the Contractor or any of his Subcontractors or sub-Subcontractors, 3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The contactor shall erect and maintain, as required by existing conditions and progress of work all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying agencies and users of adjacent utilities. All OSHA regulations shall be followed as well as any other Codes which pertain to safety procedures.

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Payments:

Contractor shall submit invoices or pay requests at regular intervals but not less than once a month. Pay requests will be based on Lump Sum Fixed Price and percent of project completion. If there are anticipated to be more than several pay applications for the project, then a schedule of values must be submitted and approved after the Notice to Proceed is issued.

Close-out Documents:

Substantial completion will occur when the contractor considers the work to be substantially complete and the agency concurs. Substantial completion means that the user agency can occupy or utilize the work/area. The contractor is responsible for creating a list of items still to be completed or corrected. The user agency must approve the list. When the work is finally complete and inspected and accepted by the user agency, the final pay application may be submitted along with any required close-out documents. Such documents might include the certificate of occupancy, the permit signed off by CID, Lien releases, Consent of Surety, as-built drawings, warranty certificates, maintenance & Operations manuals, and verification of user training.

Warranties:

The Contractor warrants to the user agency that all work and all materials and equipment furnished under this price agreement will be of good quality, free from defects and faults and in conformance with the Project documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the user agency, the contractor shall furnish satisfactory evidence as the kind and quality of the materials and equipment. Unless otherwise specified, the contractor's workmanship, materials and equipment will be warranted for a period of one year beginning at the agreed upon date of substantial completion.

State Purchasing Zones:

Purchasing zones will be used to determine area covered by each awarded contractor and their pricing. Purchasing zones may be found below. Bidders are not required to bid on all purchasing zones but are encouraged to bid only for the areas where they can guarantee to provide cost effective service under this price agreement.

PURCHASING ZONES BY COUNTY:

- Zone 1: San Juan, McKinley
- Zone 2: Santa Fe, Los Alamos, Rio Arriba, Taos, San Miguel, Mora, Colfax, Union, Harding
- Zone 3: Bernallilo, Sandoval, Valencia, Cibola, Catron, Socorro, Torrance, Guadalupe, Roosevelt, De Baca, Quay, Curry
- Zone 4: Dona Ana, Sierra, Grant, Luna, Hildago, Otero, Lincoln
- Zone 5: Chavez, Eddy, Lea

CONTRACTOR REQUIRED INFORMATION:

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 the appropriate valid contractor's license issued by the Construction Industries Division to bid and to perform the type of work to be undertaken, as set forth in § 60-13-12, NMSA 1978.

New Mexico Public Works Registration No: _____

Contractor's New Mexico License No.: _____.

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Contractor Classification No.: _____.

State Tax ID No.: _____

Federal Taxpayer ID No.: _____

NM RESIDENT PREFERENCE:

In-state resident contractors or businesses must attach a copy of their current valid certificate **issued from the State Taxation and Revenue Department** in order for the five percent (5%) bidding advantage to be applied.

NM RESIDENT VETERAN'S PREFERENCE:

NM Resident Veteran businesses must attach a copy of their current valid certificate **issued from the State Taxation and Revenue Department** in order for the ten percent (10%) bidding advantage to be applied.

COST PROPOSAL:

Bids for services are requested on a statewide basis and separate awards for each or combinations of zones may be utilized. Bidders are encouraged to bid only in areas where the bidder may adequately service this price agreement. The intent of this contract is to award the price agreement to companies who may best be able to perform the work in an effective, efficient manner.

If the contractor is bidding on multiple zones, contractor is to indicate price per zone where the work would be performed. See the attached five zone map to determine the zones in which to bid.

Zones to be serviced: _____ 1, _____ 2, _____ 3, _____ 4, _____ 5.

Contractors bidding in zones 1 and 2 must have a physical office in Albuquerque, Santa Fe or within ninety (90) miles of either of those cities

Regular Working Hours and After Hours Defined:

Regular Working Hours are defined as Monday through Friday 8 am through 5 pm local time.

After hours are defined as hours outside of Regular Working Hours.

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Items:

| Item | Approx. Qty. | Unit | Description |
|------|--------------|------|---|
| 1 | 1 | Hour | Certified, Licensed Journeyman, Regular Hours Worked, Non Wage Decision Project |

| | | Unit Price | | | | |
|---------|------|------------|----------|----------|----------|----------|
| | | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 |
| Vendor: | (AA) | \$85.00 | \$85.00 | \$85.00 | \$85.00 | \$85.00 |
| | (AB) | \$75.00 | \$75.00 | \$75.00 | \$75.00 | \$75.00 |
| | (AC) | \$70.00 | \$70.00 | \$70.00 | \$70.00 | \$70.00 |
| | (AD) | \$80.00 | \$75.00 | \$65.00 | \$75.00 | \$80.00 |
| | (AE) | \$85.00 | \$85.00 | \$85.00 | \$85.00 | \$85.00 |
| | (AF) | \$67.58 | \$67.58 | \$67.58 | \$67.58 | \$67.58 |
| | (AG) | \$80.00 | \$80.00 | \$75.00 | \$85.00 | \$85.00 |
| | (AH) | \$70.00 | \$70.00 | \$70.00 | \$70.00 | \$70.00 |
| | (AI) | No Bid | No Bid | No Bid | \$63.75 | No Bid |
| | (AJ) | \$104.23 | \$104.30 | \$104.23 | \$110.72 | \$110.72 |
| | (AK) | \$60.00 | \$60.00 | \$60.00 | \$60.00 | \$60.00 |
| | (AL) | \$62.00 | \$60.00 | \$58.00 | \$72.00 | \$75.00 |

| Item | Approx. Qty. | Unit | Description |
|------|--------------|------|---|
| 2 | 1 | Hour | Certified, Licensed Journeyman, Regular Hours Worked, Wage Decision Project |

| | | Unit Price | | | | |
|---------|------|------------|----------|----------|----------|----------|
| | | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 |
| Vendor: | (AA) | \$95.00 | \$95.00 | \$95.00 | \$95.00 | \$95.00 |
| | (AB) | \$90.00 | \$90.00 | \$90.00 | \$90.00 | \$90.00 |
| | (AC) | \$76.00 | \$76.00 | \$76.00 | \$76.00 | \$76.00 |
| | (AD) | \$80.00 | \$75.00 | \$65.00 | \$75.00 | \$80.00 |
| | (AE) | \$105.00 | \$105.00 | \$105.00 | \$105.00 | \$105.00 |
| | (AF) | \$67.58 | \$67.58 | \$67.58 | \$67.58 | \$67.58 |
| | (AG) | \$80.00 | \$80.00 | \$75.00 | \$85.00 | \$85.00 |
| | (AH) | \$80.00 | \$80.00 | \$80.00 | \$80.00 | \$80.00 |
| | (AI) | No Bid | No Bid | No Bid | \$75.10 | No Bid |
| | (AJ) | \$104.23 | \$104.23 | \$104.23 | \$110.72 | \$110.72 |
| | (AK) | \$68.00 | \$68.00 | \$68.00 | \$68.00 | \$68.00 |
| | (AL) | \$68.00 | \$66.00 | \$65.00 | \$78.00 | \$81.00 |

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| Item | Approx. Qty. | Unit | Description |
|------|--------------|------|---|
| 3 | 1 | Hour | Certified, Licensed Journeyman, After Hours Worked, Non Wage Decision Project |

| | | Unit Price | | | | |
|---------|------|------------|----------|----------|----------|----------|
| | | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 |
| Vendor: | (AA) | \$85.00 | \$85.00 | \$85.00 | \$85.00 | \$85.00 |
| | (AB) | \$90.00 | \$90.00 | \$90.00 | \$90.00 | \$90.00 |
| | (AC) | \$85.00 | \$85.00 | \$85.00 | \$85.00 | \$85.00 |
| | (AD) | \$120.00 | \$112.50 | \$97.50 | \$112.50 | \$120.00 |
| | (AE) | \$115.00 | \$115.00 | \$115.00 | \$115.00 | \$115.00 |
| | (AF) | \$67.58 | \$67.58 | \$67.58 | \$67.58 | \$67.58 |
| | (AG) | \$105.00 | \$105.00 | \$100.00 | \$110.00 | \$110.00 |
| | (AH) | \$70.00 | \$70.00 | \$70.00 | \$70.00 | \$70.00 |
| | (AI) | No Bid | No Bid | No Bid | \$84.68 | No Bid |
| | (AJ) | \$139.75 | \$139.75 | \$139.75 | \$149.25 | \$149.25 |
| | (AK) | \$70.00 | \$70.00 | \$70.00 | \$70.00 | \$70.00 |
| | (AL) | \$93.00 | \$90.00 | \$87.00 | \$108.00 | \$113.00 |

| Item | Approx. Qty. | Unit | Description |
|------|--------------|------|---|
| 4 | 1 | Hour | Certified, Licensed Journeyman, After Hours Worked, Wage Decision Project |

| | | Unit Price | | | | |
|---------|------|------------|----------|----------|----------|----------|
| | | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 |
| Vendor: | (AA) | \$95.00 | \$95.00 | \$95.00 | \$95.00 | \$95.00 |
| | (AB) | \$105.00 | \$105.00 | \$105.00 | \$105.00 | \$105.00 |
| | (AC) | \$92.00 | \$92.00 | \$92.00 | \$92.00 | \$92.00 |
| | (AD) | \$120.00 | \$112.50 | \$97.50 | \$112.50 | \$120.00 |
| | (AE) | \$155.00 | \$155.00 | \$155.00 | \$155.00 | \$155.00 |
| | (AF) | \$67.58 | \$67.58 | \$67.58 | \$67.58 | \$67.58 |
| | (AG) | \$105.00 | \$105.00 | \$100.00 | \$110.00 | \$110.00 |
| | (AH) | \$80.00 | \$80.00 | \$80.00 | \$80.00 | \$80.00 |
| | (AI) | No Bid | No Bid | No Bid | \$97.25 | No Bid |
| | (AJ) | \$139.75 | \$139.75 | \$139.75 | \$149.25 | \$149.25 |
| | (AK) | \$95.00 | \$95.00 | \$95.00 | \$95.00 | \$95.00 |
| | (AL) | \$102.00 | \$99.00 | \$98.00 | \$117.00 | \$122.00 |

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| Item | Approx. Qty. | Unit | Description | | | | |
|------------|--------------|------|---|---------|---------|---------|---------|
| 5 | 1 | Hour | Experienced Apprentice, Regular Hours Worked, Non Wage Decision Project | | | | |
| Unit Price | | | | | | | |
| | | | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 |
| Vendor: | (AA) | | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 |
| | (AB) | | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 |
| | (AC) | | \$55.00 | \$55.00 | \$55.00 | \$55.00 | \$55.00 |
| | (AD) | | \$65.00 | \$60.00 | \$50.00 | \$60.00 | \$65.00 |
| | (AE) | | \$45.00 | \$45.00 | \$45.00 | \$45.00 | \$45.00 |
| | (AF) | | \$44.18 | \$44.18 | \$44.18 | \$44.18 | \$44.18 |
| | (AG) | | \$65.00 | \$65.00 | \$60.00 | \$70.00 | \$70.00 |
| | (AH) | | \$65.00 | \$65.00 | \$65.00 | \$65.00 | \$65.00 |
| | (AI) | | No Bid | No Bid | No Bid | \$56.00 | No Bid |
| | (AJ) | | \$50.49 | \$50.49 | \$50.49 | \$56.98 | \$56.98 |
| | (AK) | | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 |
| | (AL) | | \$43.00 | \$41.00 | \$40.00 | \$52.00 | \$55.00 |

| Item | Approx. Qty. | Unit | Description | | | | |
|------------|--------------|------|---|---------|---------|---------|---------|
| 6 | 1 | Hour | Experienced Apprentice, Regular Hours Worked, Wage Decision Project | | | | |
| Unit Price | | | | | | | |
| | | | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 |
| Vendor: | (AA) | | \$50.00 | \$50.00 | \$50.00 | \$50.00 | \$50.00 |
| | (AB) | | \$50.00 | \$50.00 | \$50.00 | \$50.00 | \$50.00 |
| | (AC) | | \$65.00 | \$65.00 | \$65.00 | \$65.00 | \$65.00 |
| | (AD) | | \$65.00 | \$60.00 | \$50.00 | \$60.00 | \$65.00 |
| | (AE) | | \$62.00 | \$62.00 | \$62.00 | \$62.00 | \$62.00 |
| | (AF) | | \$44.18 | \$44.18 | \$44.18 | \$44.18 | \$44.18 |
| | (AG) | | \$65.00 | \$65.00 | \$60.00 | \$70.00 | \$70.00 |
| | (AH) | | \$70.00 | \$70.00 | \$70.00 | \$70.00 | \$70.00 |
| | (AI) | | No Bid | No Bid | No Bid | \$63.75 | No Bid |
| | (AJ) | | \$50.49 | \$50.49 | \$50.49 | \$56.98 | \$56.98 |
| | (AK) | | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 |
| | (AL) | | \$47.00 | \$45.00 | \$43.00 | \$55.00 | \$58.00 |

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| Item | Approx. Qty. | Unit | Description | | | | |
|------------|--------------|------|---|---------|---------|---------|---------|
| 7 | 1 | Hour | Experienced Apprentice, After Hours Worked, Non Wage Decision Project | | | | |
| Unit Price | | | | | | | |
| | | | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 |
| Vendor: | (AA) | | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 |
| | (AB) | | \$50.00 | \$50.00 | \$50.00 | \$50.00 | \$50.00 |
| | (AC) | | \$70.00 | \$70.00 | \$70.00 | \$70.00 | \$70.00 |
| | (AD) | | \$97.50 | \$90.00 | \$75.00 | \$90.00 | \$97.50 |
| | (AE) | | \$56.00 | \$56.00 | \$56.00 | \$56.00 | \$56.00 |
| | (AF) | | \$44.18 | \$44.18 | \$44.18 | \$44.18 | \$44.18 |
| | (AG) | | \$85.00 | \$85.00 | \$80.00 | \$90.00 | \$90.00 |
| | (AH) | | \$65.00 | \$65.00 | \$65.00 | \$65.00 | \$65.00 |
| | (AI) | | No Bid | No Bid | No Bid | \$78.37 | No Bid |
| | (AJ) | | \$70.98 | \$70.98 | \$70.98 | \$80.48 | \$80.48 |
| | (AK) | | \$48.00 | \$48.00 | \$48.00 | \$48.00 | \$48.00 |
| | (AL) | | \$65.00 | \$62.00 | \$60.00 | \$78.00 | \$83.00 |

| Item | Approx. Qty. | Unit | Description | | | | |
|------------|--------------|------|---|----------|----------|----------|----------|
| 8 | 1 | Hour | Experienced Apprentice, After Hours Worked, Wage Decision Project | | | | |
| Unit Price | | | | | | | |
| | | | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 |
| Vendor: | (AA) | | \$50.00 | \$50.00 | \$50.00 | \$50.00 | \$50.00 |
| | (AB) | | \$60.00 | \$60.00 | \$60.00 | \$60.00 | \$60.00 |
| | (AC) | | \$75.00 | \$75.00 | \$75.00 | \$75.00 | \$75.00 |
| | (AD) | | \$97.50 | \$90.00 | \$75.00 | \$90.00 | \$97.50 |
| | (AE) | | \$105.00 | \$105.00 | \$105.00 | \$105.00 | \$105.00 |
| | (AF) | | \$44.18 | \$44.18 | \$44.18 | \$44.18 | \$44.18 |
| | (AG) | | \$85.00 | \$85.00 | \$80.00 | \$90.00 | \$90.00 |
| | (AH) | | \$70.00 | \$70.00 | \$70.00 | \$70.00 | \$70.00 |
| | (AI) | | No Bid | No Bid | No Bid | \$80.25 | No Bid |
| | (AJ) | | \$70.98 | \$70.98 | \$70.98 | \$80.48 | \$80.48 |
| | (AK) | | \$50.00 | \$50.00 | \$50.00 | \$50.00 | \$50.00 |
| | (AL) | | \$71.00 | \$68.00 | \$65.00 | \$83.00 | \$87.00 |

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| Item | Approx. Qty. | Unit | Description | | | | |
|------------|--------------|------|--|---------|---------|---------|---------|
| 9 | 1 | Hour | Laborer, Regular Hours Worked, Non Wage Decision Project | | | | |
| Unit Price | | | | | | | |
| | | | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 |
| Vendor: | (AA) | | \$25.00 | \$25.00 | \$25.00 | \$25.00 | \$25.00 |
| | (AB) | | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 |
| | (AC) | | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 |
| | (AD) | | \$60.00 | \$55.00 | \$45.00 | \$55.00 | \$60.00 |
| | (AE) | | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 |
| | (AF) | | \$34.98 | \$34.98 | \$34.98 | \$34.98 | \$34.98 |
| | (AG) | | \$43.00 | \$43.00 | \$40.00 | \$48.00 | \$48.00 |
| | (AH) | | \$60.00 | \$60.00 | \$60.00 | \$60.00 | \$60.00 |
| | (AI) | | No Bid | No Bid | No Bid | \$32.00 | No Bid |
| | (AJ) | | \$12.39 | \$12.39 | \$12.39 | \$12.39 | \$12.39 |
| | (AK) | | \$35.00 | \$35.00 | \$35.00 | \$35.00 | \$35.00 |
| | (AL) | | \$28.00 | \$26.00 | \$25.00 | \$38.00 | \$41.00 |

| Item | Approx. Qty. | Unit | Description | | | | |
|------------|--------------|------|--|---------|---------|---------|---------|
| 10 | 1 | Hour | Laborer, Regular Hours Worked, Wage Decision Project | | | | |
| Unit Price | | | | | | | |
| | | | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 |
| Vendor: | (AA) | | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 |
| | (AB) | | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 |
| | (AC) | | \$55.00 | \$55.00 | \$55.00 | \$55.00 | \$55.00 |
| | (AD) | | \$60.00 | \$55.00 | \$45.00 | \$55.00 | \$60.00 |
| | (AE) | | \$48.00 | \$48.00 | \$48.00 | \$48.00 | \$48.00 |
| | (AF) | | \$34.98 | \$34.98 | \$34.98 | \$34.98 | \$34.98 |
| | (AG) | | \$43.00 | \$43.00 | \$40.00 | \$48.00 | \$48.00 |
| | (AH) | | \$65.00 | \$65.00 | \$65.00 | \$65.00 | \$65.00 |
| | (AI) | | No Bid | No Bid | No Bid | \$38.00 | No Bid |
| | (AJ) | | \$24.37 | \$24.37 | \$24.37 | \$24.37 | \$24.37 |
| | (AK) | | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 |
| | (AL) | | \$34.00 | \$32.00 | \$31.00 | \$44.00 | \$47.00 |

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| Item | Approx. Qty. | Unit | Description | | | | |
|------------|--------------|------|--|---------|---------|---------|---------|
| 11 | 1 | Hour | Laborer, After Hours Worked, Non Wage Decision Project | | | | |
| Unit Price | | | | | | | |
| | | | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 |
| Vendor: | (AA) | | \$25.00 | \$25.00 | \$25.00 | \$25.00 | \$25.00 |
| | (AB) | | \$40.00 | \$40.00 | \$40.00 | \$40.00 | \$40.00 |
| | (AC) | | \$60.00 | \$60.00 | \$60.00 | \$60.00 | \$60.00 |
| | (AD) | | \$90.00 | \$82.50 | \$67.50 | \$82.50 | \$90.00 |
| | (AE) | | \$45.00 | \$45.00 | \$45.00 | \$45.00 | \$45.00 |
| | (AF) | | \$34.98 | \$34.98 | \$34.98 | \$34.98 | \$34.98 |
| | (AG) | | \$60.00 | \$60.00 | \$58.00 | \$65.00 | \$65.00 |
| | (AH) | | \$60.00 | \$60.00 | \$60.00 | \$60.00 | \$60.00 |
| | (AI) | | No Bid | No Bid | No Bid | \$45.00 | No Bid |
| | (AJ) | | \$18.59 | \$18.59 | \$18.59 | \$18.59 | \$18.59 |
| | (AK) | | \$45.00 | \$45.00 | \$45.00 | \$45.00 | \$45.00 |
| | (AL) | | \$42.00 | \$39.00 | \$38.00 | \$57.00 | \$62.00 |

| Item | Approx. Qty. | Unit | Description | | | | |
|------------|--------------|------|--|---------|---------|---------|---------|
| 12 | 1 | Hour | Laborer, After Hours Worked, Wage Decision Project | | | | |
| Unit Price | | | | | | | |
| | | | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 |
| Vendor: | (AA) | | \$30.00 | \$30.00 | \$30.00 | \$30.00 | \$30.00 |
| | (AB) | | \$50.00 | \$50.00 | \$50.00 | \$50.00 | \$50.00 |
| | (AC) | | \$71.00 | \$71.00 | \$71.00 | \$71.00 | \$71.00 |
| | (AD) | | \$90.00 | \$82.50 | \$67.50 | \$82.50 | \$90.00 |
| | (AE) | | \$50.00 | \$50.00 | \$50.00 | \$50.00 | \$50.00 |
| | (AF) | | \$34.98 | \$34.98 | \$34.98 | \$34.98 | \$34.98 |
| | (AG) | | \$60.00 | \$60.00 | \$58.00 | \$65.00 | \$65.00 |
| | (AH) | | \$65.00 | \$65.00 | \$65.00 | \$65.00 | \$65.00 |
| | (AI) | | No Bid | No Bid | No Bid | \$49.00 | No Bid |
| | (AJ) | | \$33.12 | \$33.12 | \$33.12 | \$33.12 | \$33.12 |
| | (AK) | | \$50.00 | \$50.00 | \$50.00 | \$50.00 | \$50.00 |
| | (AL) | | \$51.00 | \$48.00 | \$47.00 | \$66.00 | \$70.00 |

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| Item | Approx. Qty. | Unit | Description | | | | |
|------------|--------------|------|----------------------------|----------|----------|----------|----------|
| 13 | 1 | Hour | Project Manager/Supervisor | | | | |
| Unit Price | | | | | | | |
| | | | Zone 1 | Zone 2 | Zone 3 | Zone 4 | Zone 5 |
| Vendor: | (AA) | | \$75.00 | \$75.00 | \$75.00 | \$75.00 | \$75.00 |
| | (AB) | | \$90.00 | \$90.00 | \$90.00 | \$90.00 | \$90.00 |
| | (AC) | | \$95.00 | \$95.00 | \$95.00 | \$95.00 | \$95.00 |
| | (AD) | | \$85.00 | \$80.00 | \$75.00 | \$80.00 | \$85.00 |
| | (AE) | | \$165.00 | \$165.00 | \$165.00 | \$165.00 | \$165.00 |
| | (AF) | | \$75.68 | \$75.68 | \$75.68 | \$75.68 | \$75.68 |
| | (AG) | | \$105.00 | \$105.00 | \$100.00 | \$110.00 | \$110.00 |
| | (AH) | | \$85.00 | \$85.00 | \$85.00 | \$85.00 | \$85.00 |
| | (AI) | | No Bid | No Bid | No Bid | \$70.00 | No Bid |
| | (AJ) | | \$118.49 | \$118.49 | \$118.49 | \$124.98 | \$124.98 |
| | (AK) | | \$95.00 | \$95.00 | \$95.00 | \$95.00 | \$95.00 |
| | (AL) | | \$75.00 | \$73.00 | \$72.00 | \$85.00 | \$87.00 |

| Item | Approx. Qty. | Unit | Description | | | | |
|------------|--------------|------|--|--|--|--|--|
| 14 | 1 | Hour | Off Retail for All Parts and Materials | | | | |
| Unit Price | | | | | | | |
| Vendor: | (AA) | | 10% | | | | |
| | (AB) | | 0% | | | | |
| | (AC) | | 10% | | | | |
| | (AD) | | 0% | | | | |
| | (AE) | | 10% | | | | |
| | (AF) | | 0% | | | | |
| | (AG) | | 10% | | | | |
| | (AH) | | 5% | | | | |
| | (AI) | | 0% | | | | |
| | (AJ) | | 15% | | | | |
| | (AK) | | 5% | | | | |
| | (AL) | | 5% | | | | |

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 10-00000-21-00095

Page-27

ITEMS BELOW ARE TO BE SHOWN ON PROJECT QUOTES AND AS PART OF THE APPROVED FIXED PRICE CONTRACT PER PROJECT

Item Article and Description

- 15 SUBCONTRACTOR WORK INCLUDING PROFESSIONAL SERVICES-
ACTUAL QUOTE (PROVIDE DOCUMENTATION) (No Markup Allowed)
- 16 PARTS/MATERIAL (No Markup Allowed)
- 17 EQUIPMENT RENTAL or UTILIZATION
ACTUAL QUOTE (PROVIDE DOCUMENTATION) or Utilization costs which shall be based on the life expectancy of the equipment and the purchase price of the equipment. (No Markup Allowed)
- 18 OTHER ASSOCIATED COSTS
ACTUAL QUOTE (PROVIDE DOCUMENTATION EACH COST MUST BE DESCRIBED ON INDIVIDUAL LINES) (No Markup Allowed)

| Item | Unit | Description |
|------|-------|--|
| 19 | Miles | One Way Per Mile Cost Based on Federal Government Rate Times Miles over 50, 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. |

Company Name

Physical Address

| | | |
|------|--------------------------------------|--|
| (AA) | APIC Solutions, Inc. | 5550 Midway Park Place NE, Albuquerque, NM 87109 |
| (AB) | Allied Electric Inc | 2859 Cerrillos Road, Santa Fe, NM 87507 |
| (AC) | Alpha & Omega Electric, LLC | 3211 Claremont Ave NE, Albuquerque, NM 87107 |
| (AD) | B&D Industires, Inc. | 9720 Bell Avenue SE, Albuquerque, NM 87123 |
| (AE) | Bixby Electric, Inc. | 521 Wheeler Ave., SE, Albuquerque, NM 87102 |
| (AF) | Enterprise Electrical Services, Inc. | 9708 Bell Ave SE, Albuquerque, NM 87123 |
| (AG) | Great Western Electrical, Inc. | 3310 Girard Blvd NE, Albuquerque, NM 87107 |
| (AH) | HEI, Inc. | 3800 Vassar Dr, NE, Albuquerque, NM 87107 |
| (AI) | Lynco Electric Co. Inc. | 1520 West Amador Ave., Las Cruces, NM 88005 |
| (AJ) | McDade-Woodcock, Inc. | 2404 Claremont Ave. NE, Albuquerque, NM 87107 |
| (AK) | Red Seven Electric | 50 Manzano Rd, Los Lunas, NM 87031 |
| (AL) | Wizer Electric, LLC | 6017 Del Carmen Dr. NE, Rio Rancho, NM 87144 |

- 20 PERMIT AND FEES AT ACTUAL COST (No Markup Allowed)
- 21 BOND AT ACTUAL COST (No Markup Allowed)
- 22 NEW MEXICO GROSS RECEIPTS TAX
WILL BE CALCULATED BY AGENCY BASED ON PROJECT LOCATION RATE
- 23 BUILDER'S RISK INSURANCE AT ACTUAL COST (No Markup Allowed)

*** 23 Items Total ***


Certificate Of Completion

| | |
|--|------------------------------|
| Envelope Id: 4D14CC8B4E7448AA81E4442C24141104 | Status: Completed |
| Subject: GSD/SPD Procurement#: 10-00000-21-00095 | |
| Source Envelope: | |
| Document Pages: 27 | Signatures: 1 |
| Certificate Pages: 5 | Initials: 2 |
| AutoNav: Enabled | Envelope Originator: |
| Envelope Stamping: Enabled | Michael Saavedra |
| Time Zone: (UTC-07:00) Mountain Time (US & Canada) | 13 Bataan Blvd |
| | Santa Fe, NM 87508 |
| | Michael.Saavedra@state.nm.us |
| | IP Address: 164.64.63.2 |


Record Tracking

| | | |
|--------------------------------------|------------------------------|--------------------|
| Status: Original | Holder: Michael Saavedra | Location: DocuSign |
| 6/15/2021 2:07:04 PM | Michael.Saavedra@state.nm.us | |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: GSD | Location: DocuSign |

Signer Events

| Signer Events | Signature | Timestamp |
|--|---|--|
| Michael Saavedra |  | Sent: 6/15/2021 2:08:25 PM |
| michael.saavedra@state.nm.us | | Viewed: 6/15/2021 2:08:35 PM |
| New Mexico General Services | | Signed: 6/15/2021 2:08:43 PM |
| Security Level: Email, Account Authentication (None) | | Signature Adoption: Pre-selected Style Using IP Address: 174.205.37.123 |

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

| | | |
|--|---|--|
| Travis Dutton- Leyda |  | Sent: 6/15/2021 2:08:46 PM |
| Travis.Dutton-Leyda@state.nm.us | | Viewed: 6/15/2021 2:09:30 PM |
| IT & Construction Bureau Chief | | Signed: 6/15/2021 2:09:53 PM |
| New Mexico General Services, State Purchasing Division | | Signature Adoption: Pre-selected Style Using IP Address: 73.127.219.222 |

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

| | | |
|-----------------------------|---|--|
| Valerie Paulk |  | Sent: 6/15/2021 2:09:56 PM |
| valerie.paulk@state.nm.us | | Viewed: 6/15/2021 2:38:28 PM |
| State Purchasing Agent | | Signed: 6/15/2021 2:39:33 PM |
| New Mexico General Services | | Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10 |

Electronic Record and Signature Disclosure:
 Accepted: 5/29/2020 9:40:59 AM
 ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

| 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 |
|-----------------------|------------------|------------------|

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| Notary Events | Signature | Timestamp |
|----------------------|------------------|------------------|

| | | |
|--------------------------------|---------------|-------------------|
| Envelope Summary Events | Status | Timestamps |
|--------------------------------|---------------|-------------------|

| | | |
|---------------------|------------------|----------------------|
| Envelope Sent | Hashed/Encrypted | 6/15/2021 2:08:25 PM |
| Certified Delivered | Security Checked | 6/15/2021 2:38:28 PM |
| Signing Complete | Security Checked | 6/15/2021 2:39:33 PM |
| Completed | Security Checked | 6/15/2021 2:39:33 PM |

| | | |
|-----------------------|---------------|-------------------|
| Payment Events | Status | Timestamps |
|-----------------------|---------------|-------------------|

| |
|---|
| Electronic Record and Signature Disclosure |
|---|

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

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

B. Obtaining paper copies

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

C. Withdrawing your consent

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

D. Consequences of changing your mind

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

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

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

F. How to contact GSD:

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

G. To advise SPD of your new email address

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

H. To request paper copies from SPD

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

I. To withdraw your consent with SPD

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

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

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

J. Required hardware and software

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

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

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

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

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

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



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203144

Contractor: B&D Industries

Description: **Turnkey field lighting installation for MRC Soccer Valley via State Price Agreement # 00-00000-21-00095.**

Contract Agreement Lease / Rent Amendment

Term Start Date: January 13, 2022 Term End Date: December 31, 2023

Approved by Council Date: Pending

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. Procurement History:

 Dec 14, 2021
Fran Dunaway (Dec 14, 2021 13:54 MST) Date:

Purchasing Officer Review: _____
Comment & Exceptions: Use of SWPA for issuance of contract. 2 year agreement. exp 12/31/2023

4. Funding Source: MUNRECCMP 530 Org / Object: 5300279.572970

 Dec 14, 2021
Andy Hopkins (Dec 14, 2021 09:17 MST) Date:

Budget Officer Approval: _____
Comment & Exceptions: City /County Match applies up to \$500,000

Staff Contact who completed this form: Melissa A. McDonald Phone # 505-303-9502

Email: mamcdonald@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: B & D INDUSTRIES, INC.
DBA: B & D INDUSTRIES, INC.

Business Location: 9720 BELL SE
ALBUQUERQUE, NM 87123

Owner: B & D INDUSTRIES INC

License Number: 224955

Issued Date: December 29, 2020

Expiration Date: December 29, 2021

CRS Number: 01-716872-004

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General

Fees Paid: \$10.00

B & D INDUSTRIES, INC.
9720 BELL SE
ALBUQUERQUE , NM 87123

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE




City of Santa Fe, New Mexico


Memorandum



Date: December 27, 2021

To: Members of the Governing Body

From: Patricia Feghali, Assistant City Attorney 

Via: Erin K. McSherry, City Attorney 

RE: A Joint Resolution Recognizing the Existence of Open Issues Related to Annexing and Establishing Negotiating Teams to Develop Non-Binding Proposals to Resolve Those Issues

EXECUTIVE SUMMARY:

The most recent Annexation Agreements between the City of Santa Fe (“City”) and Santa Fe County (“County”) have several issues that have not been completely resolved. This Joint Resolution would establish a negotiating team of members of Governing Body and members of the Santa Fe Board of County Commissioners (“Board”) to enter into non-binding negotiations to resolve these outstanding issues. Under this Resolution, neither the City nor the County would be required to participate in the non-binding negotiations after April 13, 2022.

BACKGROUND:

On May 19, 2008 the City, County, and others entered into that certain Settlement Agreement and Mutual Release of Claims (“Settlement Agreement”), pursuant to which, among other things, the City agreed to annex certain areas of the County, the City and County established utility service areas, and the City and County established land use jurisdiction within and beyond the Presumptive City Limits. Several other agreements were subsequently entered into in order to implement this Settlement Agreement.

While most of the respective obligations under the Settlement Agreement have been met and many of the goals of the Settlement Agreement have been achieved, there are still some open items related to annexation that require attention, including but not necessarily limited to: the annexation of the remainder of Area 1, North of Alameda; drainage improvements to Alameda Road; and Fire Protection and EMS services within Areas 2, 4, and 18.

This Resolution would approve the appointment of City Councilors Signe Lindell and Jamie Cassutt and appoints Commissioners Anna Hansen and Hank Hughes to participate in the non-binding negotiations in order to present non-binding proposals for consideration by the Governing Body and the Board. The Santa Fe City Manager would also designate staff to support these negotiations. The negotiations would not be subject to the Open Meetings Act and are not binding on either party.



City of Santa Fe, New Mexico

Memorandum



The members of the negotiation team would present principles of agreement on all open annexation items to the Governing Body and Board, report that negotiations are at an impasse, or report that additional time is needed to complete the non-binding negotiations; provided, however, that neither the City nor the County is obligated to continue to participate in non-binding negotiations after April 13, 2022.

ACTION REQUESTED:

Staff request that the Governing Body adopt this Resolution and approve the appointment of Councilors Lindell and Cassutt to a negotiation team in order to develop non-binding proposals with members of the Santa Fe Board of County Commissioners regarding open issues relating to Annexation.

ATTACHMENTS:

Resolution
County Resolution No. 2021-105
Fiscal Impact Report

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SANTA FE COUNTY
RESOLUTION NO. 2021 - ___

INTRODUCED BY:
Commissioner Anna Hansen
CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:
Councilor Signe I. Lindell Councilor Jamie Cassutt

A JOINT RESOLUTION

**RECOGNIZING THE EXISTENCE OF OPEN ITEMS RELATED TO ANNEXATION
AND ESTABLISHING NEGOTIATING TEAMS TO DEVELOP NON-BINDING
PROPOSALS TO RESOLVE THOSE ITEMS.**

WHEREAS, on May 19, 2008, the City of Santa Fe (“City”), Santa Fe County (“County”), and others entered into that certain Settlement Agreement and Mutual Release of Claims (“Settlement Agreement”), pursuant to which, among other things, the City agreed to annex certain areas of the County, the City and County established utility service areas, and the City and County established land use jurisdiction within and beyond the Presumptive City Limits; and

WHEREAS, the City and County subsequently entered into a variety of agreements to implement the Settlement Agreement, including, but not limited, to that certain Annexation Phasing Agreement between the City of Santa Fe and Santa Fe County (which was subsequently amended); County of Santa Fe and the City of Santa Fe Memorandum of Understanding for Fire Protection and EMS Service; the Roadway Improvements Memorandum of Understanding between the County of Santa Fe and the City of Santa Fe; Agreement regarding Water, Wastewater and Solid Waste Required by the Settlement Agreement and Mutual Release of Claims; County of Santa Fe

1 and the City of Santa Fe Mutual Aid Agreement for Law Enforcement Services; and City of Santa
2 Fe and Santa Fe County Agreement Regarding Water and Wastewater Service for Agua Fria, Hyde
3 Park, High Summit, and Cloudstone (collectively, “Implementation Agreements”); and

4 **WHEREAS**, while the parties have discharged the majority of their respective obligations
5 under the Settlement Agreement and Implementation Agreements and many of the overarching
6 goals of the Settlement Agreement have been achieved, the Board of County Commissioners
7 (“Board”) and the Governing Body recognize that there are open items related to annexation that
8 require resolution; and

9 **WHEREAS**, those open items include, but are not necessarily limited to, the annexation
10 of the remainder of Area 1, North of Alameda; drainage improvements to Alameda Road; and Fire
11 Protection and EMS services within Areas 2, 4, and 18; and

12 **WHEREAS**, the Board and Governing Body desire to see all open items comprehensively
13 resolved rather than addressed in piecemeal fashion; and

14 **WHEREAS**, the Board and Governing Body wish to facilitate such comprehensive
15 resolution by having duly appointed County Commissioners and City Councilors negotiate non-
16 binding proposals for consideration by the Board and Governing Body; and

17 **WHEREAS**, the Board and Governing Body wish to acknowledge the existence of such
18 non-binding negotiations and appoint less than a quorum of their respective members to participate
19 in them.

20 **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY**
21 **COMMISSIONERS AND THE GOVERNING BODY** that:

22 1. The Board hereby appoints Commissioners Anna Hansen and Hank Hughes to
23 participate in the non-binding negotiations described herein.

24 2. The Governing Body hereby approves the appointment of Councilors Signe
25 Lindell and Jamie Cassutt to participate in the non-binding negotiations described herein.

1 3. The non-binding negotiations described herein are not subject to the Open
2 Meetings Act, as the proposals developed through them are not binding on the Board or Governing
3 Body and less than a quorum of the Board and Governing Body are participating in them.

4 4. As the items to be discussed relate to obligations under the Settlement Agreement
5 and/or Implementing Agreements, the non-binding negotiations described herein constitute
6 compromise negotiations within the meaning of Rule 11-408 NMRA. Accordingly, participants'
7 conduct and statements made during the negotiations and proposals made are confidential and
8 inadmissible in any future litigation between the parties except as provided in Rule 11-408.

9 5. The County Manager and City Manager shall designate appropriate staff to support
10 the non-binding negotiations described herein.

11 6. By April 13, 2022, County and City representatives shall present principles of
12 agreement on all open annexation items to the Board and Governing Body, report that negotiations
13 are at an impasse, or report that additional time is needed to complete the non-binding negotiations;
14 provided, however, that neither the City nor the County is obligated to continue to participate in
15 non-binding negotiations after April 13, 2022.

16 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2022.

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20 _____
21 ALAN WEBBER, MAYOR

22 ATTEST:

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24 _____
25 KRISTINE MIHELICIC, CITY CLERK

1 APPROVED AS TO FORM:

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ERIN K. McSHERRY, CITY ATTORNEY

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Legislation/2022/Resolutions/Joint Resolution Concerning Non-Binding Negotiations

RESOLUTION NO. 2021-105

Introduced by Commissioner Anna Hansen

CITY OF SANTA FE

RESOLUTION NO. 2022-__

Introduced by Councilor Signe I. Lindell and Councilor Jamie Cassutt

**A JOINT RESOLUTION
RECOGNIZING THE EXISTENCE OF OPEN ITEMS RELATED TO
ANNEXATION AND ESTABLISHING NEGOTIATING TEAMS TO DEVELOP
NON-BINDING PROPOSALS TO RESOLVE THOSE ITEMS**

WHEREAS, on May 19, 2008, the City of Santa Fe (City), Santa Fe County (County), and others entered into that certain Settlement Agreement and Mutual Release of Claims (Settlement Agreement), pursuant to which, among other things, the City agreed to annex certain areas of the County, the City and County established utility service areas, and the City and County established land use jurisdiction within and beyond the Presumptive City Limits; and

WHEREAS, the City and County subsequently entered into a variety of agreements to implement the Settlement Agreement, including, but not limited, to that certain Annexation Phasing Agreement between the City of Santa Fe and Santa Fe County (which was subsequently amended); County of Santa Fe and the City of Santa Fe Memorandum of Understanding for Fire Protection and EMS Service; the Roadway Improvements Memorandum of Understanding between the County of Santa Fe and the City of Santa Fe; Agreement regarding Water, Wastewater and Solid Waste Required by the Settlement Agreement and Mutual Release of Claims; County of Santa Fe and the City of Santa Fe Mutual Aid Agreement for Law Enforcement Services; and City of Santa Fe and Santa Fe County Agreement Regarding Water and Wastewater Service for Agua Fria, Hyde Park, High Summit, and Cloudstone (collectively, Implementation Agreements); and

WHEREAS, while the parties have discharged the majority of their respective obligations under the Settlement Agreement and Implementation Agreements and many of the overarching goals of the Settlement Agreement have been achieved, the Board of County Commissioners (Board) and City Council (Council) recognize that there are open items related to annexation that require resolution; and

WHEREAS, those open items include, but are not necessarily limited to, the annexation of the remainder of Area 1, North of Alameda; drainage improvements to Alameda Road; and Fire Protection and EMS services within Areas 2, 4, and 18; and

WHEREAS, the Board and Council desire to see all open items comprehensively resolved rather than addressed in piecemeal fashion; and

SFC CLERK RECORDED 12/01/2021

WHEREAS, the Board and Council wish to facilitate such comprehensive resolution by having duly appointed County Commissioners and City Councilors negotiate non-binding proposals for consideration by the Board and Council; and

WHEREAS, the Board and Council wish to acknowledge the existence of such non-binding negotiations and appoint less than a quorum of their respective members to participate in them.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AND COUNCIL AS FOLLOWS:

1. The Board hereby appoints Commissioners Anna Hansen and Hank Hughes to participate in the non-binding negotiations described herein.

2. The Council hereby appoints Councilors Signe I. Lindell and Jamie Cassutt to participate in the non-binding negotiations described herein.

3. The non-binding negotiations described herein are not subject to the Open Meetings Act, as the proposals developed through them are not binding on the Board or Council and less than a quorum of the Board and Council are participating in them.

4. As the items to be discussed relate to obligations under the Settlement Agreement and/or Implementing Agreements, the non-binding negotiations described herein constitute compromise negotiations within the meaning of Rule 11-408 NMRA. Accordingly, participants' conduct and statements made during the negotiations and proposals made are confidential and inadmissible in any future litigation between the parties except as provided in Rule 11-408.

5. The County Manager and City Manager shall designate appropriate staff to support the non-binding negotiations described herein.

6. By April 13, 2022, County and City representatives shall present principles of agreement on all open annexation items to the Board and Council, report that negotiations are at an impasse, or report that additional time is needed to complete the non-binding negotiations; provided, however, that neither the City nor the County is obligated to continue to participate in non-binding negotiations after April 13, 2022.

SEC CLERK RECORDED 12/01/2021

PASSED, APPROVED, AND ADOPTED THIS 12th DAY OF JANUARY, 2022.

GOVERNING BODY OF THE CITY OF SANTA FE

Alan M. Webber, Mayor

ATTEST:

Kristine Bustos-Mihelcic, City Clerk

APPROVED AS TO FORM:

Erin K. McSherry, City Attorney

SEC CLERK RECORDED 12/01/2021

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Joint Resolution Concerning Non-Binding Negotiations

Sponsor(s): N/A

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Patricia Feghali, Assistant City Attorney Date: 12/10/21 Phone: 955-6501

Reviewed by City Attorney: *Eric McElroy* Date: Dec 27, 2021

Reviewed by Finance Director: *Mary McElroy* Date: Jan 2, 2022

Summary:

The most recent Annexation Agreements between the City of Santa Fe and Santa Fe County have several issues that have not been completely resolved. This Joint Resolution would establish a negotiating team of members of Santa Fe Governing Body and members of the Santa Fe Board of County Commissioners to enter into non-binding negotiations to resolve these outstanding issues. Under this Resolution, neither the City nor the County would be required to participate in the non-binding negotiations after April 13, 2022.

Departments Affected:

City Manager's Office, City Attorney's Office, and Planning and Land Use Department

Consequences of Not Enacting Legislation:

The City and County of Santa Fe would continue to have unresolved issues regarding annexation.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

Supplement to other Annexation agreements and legislation, including the May 19, 2008 Settlement Agreement and Mutual Release of Claims between the City of Santa Fe and Santa Fe County.

Performance and Administrative Implications:

This Resolution is solely to enter into non-binding negotiations. If negotiations are useful, this should help to work out remaining issues with the Annexation agreements. If the negotiations are not useful there would be no change in the status quo.

Fiscal Implications:

This Resolution is solely to enter into non-binding negotiations so there should be no fiscal implication.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

| Expenditure Type | FYE __ | FYE __ | FYE __ | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|------------------------------|---------------|---------------|---------------|--------------------------|--|-------------|--------------------------|
| <u>Personnel and</u> | \$ _____ | \$ _____ | \$ _____ | _____ | _____ | _____ | |
| <u>Benefits*</u> | | | | | | | |
| <u>Capital Outlay</u> | \$ _____ | \$ _____ | \$ _____ | _____ | _____ | _____ | |
| <u>Contractual/</u> | \$ _____ | \$ _____ | \$ _____ | | _____ | _____ | |
| <u>Professional Services</u> | | | | | | | |
| <u>Operating</u> | \$ _____ | \$ _____ | \$ _____ | | _____ | _____ | \$ _____ |
| <u>Total:</u> | \$ _____ | \$ _____ | \$ _____ | | | | \$ _____ |

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

This Resolution is solely to enter into non-binding negotiations so there is no expenditure.

Revenue

| Revenue Type | FYE __ | FYE __ | FYE __ | Recurring (R) or Non-recurring (NR) | Fund |
|---------------------|---------------|---------------|---------------|--|-------------|
| General Fund | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Special Revenue | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| CIP | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Enterprise | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Internal Service | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Trust and Agency | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Federal | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Other | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Total | \$ _____ | \$ _____ | \$ _____ | | |

Revenue Narrative:

This Resolution is solely to enter into non-binding negotiations so there is no revenue.

Signature: Patricia Feghali
Patricia Feghali (Dec 27, 2021 16:30 MST)

Email: pfeighali@ci.santa-fe.nm.us



City of Santa Fe, New Mexico

Memorandum



Date: December 31, 2021

To: Finance Committee, Quality of Life Committee, Public Works and Utilities Committee, and Governing Body

From: Kristine Mihelcic, City Clerk ^{KM},
Erin K. McSherry, City Attorney ^{EM}

RE: Adoption of notice requirements for 2022

EXECUTIVE SUMMARY:

The proposed Resolution repeals Resolution No. 2021-3 and adopts a new notice requirements for 2022.

BACKGROUND:

The New Mexico Open Meetings Act (“OMA”), NMSA 1978, Sections 10-15-1 to -4 requires that public bodies adopt notice requirements for public meetings at least annually. As a result, each year the Governing Body adopts a Resolution adopting notice requirements for that year.

ACTION REQUESTED:

Adopt the proposed Resolution as presented.

ATTACHMENTS:

Resolution
Resolution No. 2021-3
Fiscal Impact Report

1 **CITY OF SANTA FE, NEW MEXICO**

2 **RESOLUTION NO. 2022-__**

3 **INTRODUCED BY:**

4
5 Mayor Alan Webber

6
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8
9
10 **A RESOLUTION**

11 **RESCINDING RESOLUTION NO. 2021-3 RELATING TO THE OPEN MEETINGS ACT; AND**
12 **ADOPTING ANNUAL NOTICE REQUIREMENTS FOR 2022.**

13
14 **WHEREAS**, the New Mexico Open Meetings Act (“Open Meetings Act”), NMSA 1978,
15 Sections 10-15-1 to -4, requires that public bodies “determine at least annually in a public meeting what
16 notice for a public meeting is reasonable when applied to that body”; and

17 **WHEREAS**, the Open Meetings Act governs the Governing Body and the Governing Body’s
18 subordinate policymaking bodies;

19 **WHEREAS**, the City desires to rescind its prior year’s Open Meeting Act Resolution, Resolution
20 No. 2021-3, and to adopt new notice requirements for the City’s policymaking bodies; and

21 **WHEREAS**, the City of Santa Fe seeks to give annual notice to the public of its determination,
22 pursuant to NMSA 1978, Section 10-15-1(D), that seventy-two (72) hours’ notice prior to its meetings and
23 the meetings of its subordinate policymaking bodies is deemed by the City to be reasonable notice.

24 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY**
25 **OF SANTA FE:**

1 **Section 1.** Resolution No. 2021-3 is hereby rescinded.

2 **Section 2.** The applicability of the Open Meetings Act to the City’s policymaking bodies is
3 recognized.

4 **Section 3.** The notice requirements set forth below are hereby adopted.

5 A. The City shall give a minimum of seventy-two (72) hours’ notice of all regular
6 meetings of the Governing Body and its subordinate policymaking bodies.

7 B. The notice shall include the date, time, and place of the planned meeting and a
8 list of specific items of business to be discussed or transacted at the meeting or
9 information on how the public may obtain a copy of such an agenda.

10 C. The City shall make the notice available to the public and news media through
11 reasonable means, including posting on the City’s website.

12 D. The agenda shall be filed, recorded, and posted with the office of the City Clerk.

13 **Section 4.** Regular Meetings of the Governing Body

14 A. Unless otherwise specified, including in subsections B and C below, regular
15 meetings of the Governing Body shall be held as follows:

16 i. On the second and last Wednesday of each month.

17 ii. In the City Council Chambers of the municipal building of the City,
18 located at 200 Lincoln Avenue, Santa Fe.

19 B. During the declared COVID-19 emergency, while it is difficult or impossible for
20 the Governing Body to meet in person, regular meetings of the Governing Body
21 may be held virtually and broadcast via the City’s YouTube channel, the City’s
22 Government Channel on Comcast Channel 28 or Comcast Channel HD928, and
23 on the radio at KSFR 101.1 FM.

24 **Section 5:** Special Meetings

25 A. The City shall provide a minimum of 72 hours’ notice of all special meetings of

1 the Governing Body and its subordinate policymaking bodies.

2 B. Unless otherwise specified, special meetings are held at the same place specified
3 in Section 4(A)(ii) above. The date, time, and place of a special meeting shall
4 appear on the agenda and be made available to the public and news media through
5 reasonable means including posting on the City's website.

6 C. The agenda shall be filed, recorded, and posted with the office of the City Clerk.

7 **Section 6:** Quasi-Judicial Committees and Subordinate Policymaking Bodies

8 A. The Governing Body hereby requires that every quasi-judicial committee, board,
9 or commission, including but not limited to the planning commission, historic
10 design review board, and board of adjustment, follow the same notice
11 requirements as the Governing Body, and as provided in this resolution and the
12 Open Meetings Act.

13 B. The Governing Body of the City hereby requires that all other policymaking
14 boards, commissions, and committees shall follow the same notice requirements
15 as provided by the Open Meetings Act.

16 **Section 7:** Emergency Meetings

17 A. Pursuant to its procedural rules, the Governing Body or subordinate
18 policymaking body may call, with, if possible, up to 24-hours' notice, a meeting
19 to consider any matter that needs emergency treatment because of a clear and
20 present danger to the health, welfare, or safety of the people of the City. When
21 possible, 24-hour telephonic notice will be given to all media who normally cover
22 City meetings before the emergency meeting commences.

23 B. The notice for all emergency meetings shall include an agenda for the meeting or
24 information on how the public may obtain a copy of the agenda. Unless there is
25 a state of national emergency already declared for the same reasons, within ten

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days of taking action on an emergency matter, the City will notify the Attorney
General's Office that the emergency meeting took place.

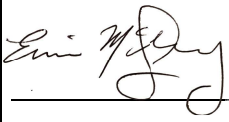
PASSED, APPROVED, and ADOPTED this ___ day of _____ 2022.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELICIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Open Meetings Act - 2022

Sponsor(s): Mayor Webber

Reviewing Department(s): City Attorney/City Clerk

Staff Completing FIR: Erin McSherry/Kristine Mihelcic Date: 12/9/21 Phone: 955-6961/955-6327

Reviewed by City Attorney:  Date: Jan 2, 2022

Reviewed by Finance Director:  Date: Jan 2, 2022

Summary: The purpose of this Resolution is to rescind Resolution No. 2020-1, relating to the Open Meetings Act; and adopt annual notice requirements for 2022.

Departments Affected:

All

Consequences of Not Enacting Legislation:

If not adopted, the Governing Body would need to adopt regular notice by a different manner in a public meeting as required by the OMA.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

Rescinding Resolution No. 2021-3.

Performance and Administrative Implications:

The Governing Body, City Council Standing Committees, and advisory committees must adhere to the Open Meetings Act, unless otherwise specified. Stenographers are provided for Land Use Board meetings, City Council Standing Committee meetings, and Governing Body meetings.

Fiscal Implications:

Funds for stenographers come from the General fund and are included in the City Clerk's budget for FYE22.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

| Expenditure Type | FYE 22 | FYE 23 | FYE __ | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|-------------------------|-----------------|-----------------|-----------------|--------------------------|--|-------------|--------------------------|
| Personnel and | \$ _____ | \$ _____ | \$ _____ | _____ | _____ | _____ | |
| Benefits* | | | | | | | |
| Capital Outlay | \$ _____ | \$ _____ | \$ _____ | _____ | _____ | _____ | |
| Contractual/ | \$35,000 | \$35,000 | \$ _____ | | R | _____ | |
| Professional Services | | | | | | | |
| Operating | \$ _____ | \$ _____ | \$ _____ | | _____ | _____ | \$ _____ |
| Total: | \$35,000 | \$35,000 | \$35,000 | | | | \$105,000 |

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

The City Clerk’s Office allocated \$35,000 for stenographer contracting costs associated with providing detailed minutes to certain committees including Governing Body, the City Council Standing Committees, and Planning Commission.

Revenue

| Revenue Type | FYE __ | FYE __ | FYE __ | Recurring (R) or Non-recurring (NR) | Fund |
|---------------------|-----------------|-----------------|-----------------|--|-------------|
| General Fund | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Special Revenue | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| CIP | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Enterprise | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Internal Service | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Trust and Agency | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Federal | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Other | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Total | \$ _____ | \$ _____ | \$ _____ | | |

Revenue Narrative:

Signature: 

Email: kmmihelcic@ci.santa-fe.nm.us




City of Santa Fe, New Mexico

Memorandum



Date: December 8, 2021

To: Finance Committee
Quality of Life Committee
Governing Body

From: Gino Rinaldi, Division of Senior Services Director 
GINO Rinaldi (Dec 8, 2021 15:37 MST)

RE: Resolution supporting the 2022-2026 application and RFP issued by the NCNMEDD, Area Agency on Aging

ITEM AND ISSUE:

A RESOLUTION SUPPORTING THE 2022-2026 APPLICATION AND RESPONSE TO THE REQUEST FOR PROPOSALS ISSUED BY THE NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT, NON-METRO NEW MEXICO AREA AGENCY ON AGING FOR CONTINUATION OF SERVICES FOR THE SENIOR CITIZENS OF THE CITY OF SANTA FE.

BACKGROUND AND SUMMARY:

Established in 1967, North Central New Mexico Economic Development District (NCNMEDD) is a New Mexico Council of Governments and quasi-governmental entity. NCNMEDD administers the Non-Metro Area Agency on Aging (Non-Metro AAA). One role of the Non-Metro AAA is to develop a comprehensive service delivery plan which assists older persons to maintain their independence and dignity while ensuring accountability and quality service delivery. This community-based delivery system may be provided directly or through this subcontracting process, which Non-Metro AAA is conducting within the 32-county service or service delivery area.

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals for the provision of services for older New Mexicans, to include, but not limited to, congregate meals, home delivered meals, transportation, adult day care, respite care, homemaker services, and other supportive and supplemental services. Every four years the North Central New Mexico Economic Development District, Area Agency on Aging issues a request for Proposals for prospective vendors to provide services to for senior citizens.

ACTION REQUESTED:

Approval of the 2022-2026 Resolution supporting the application and response to the Request for Proposals issued by the NCNMEDD Non-Metro Area Agency on Aging.

ATTACHMENTS:

Resolution and Financial Impact Report

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:

Councilor Chris Rivera

A RESOLUTION

SUPPORTING THE APPLICATION AND RESPONSE TO THE REQUEST FOR PROPOSALS ISSUED BY THE NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT, NON-METRO NEW MEXICO AREA AGENCY ON AGING FOR CONTINUATION OF SERVICES FOR THE SENIOR CITIZENS OF THE CITY OF SANTA FE.

WHEREAS, the Older Americans Act of 1965, as amended, was enacted by Congress to ensure provision of social services for America’s elderly population; and

WHEREAS, the residents of Santa Fe were afforded an opportunity to submit their recommendations for senior services at an advertised public hearing; and

WHEREAS, the City of Santa Fe (“City”) recognizes that there is a need to provide services for the senior citizens; and

WHEREAS, the Division of Senior Services of the City (“DSS”) currently administers social services such as congregate meals, home delivered meals, housekeeping, respite, transportation, volunteer opportunities, and health promotion activities for senior citizens living

1 throughout the city; and

2 **WHEREAS**, every four years, the North Central New Mexico Economic Development
3 District, Non-Metro New Mexico Area Agency on Aging (“Area Agency on Aging”) issues a
4 Request for Proposals for prospective vendors to provide services for senior citizens; and

5 **WHEREAS**, currently the DSS has a vendor agreement with the Area Agency on Aging
6 to provide services for senior citizens; and

7 **WHEREAS**, the current vendor agreement expires on June 30, 2022.

8 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
9 **CITY OF SANTA FE** that the Governing Body:

- 10 1. Desires to continue services to the senior citizens of our community;
- 11 2. Supports the application and response to the RFP issued by the Area Agency on
- 12 Aging; and
- 13 3. If awarded a vendor agreement, authorizes the execution of such agreement for the
- 14 2022-2026 funding cycle, July 1, 2022 through June 30, 2026.

15 PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2022.

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ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELIC, CITY CLERK

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APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2022/Resolutions/Senior Services AAA RFP

FISCAL IMPACT REPORT

General Information:


(Check) Bill: _____ Resolution: X

Short Title(s): Senior Services AAA RFP

Sponsor(s): Councilor Chris Rivera

Reviewing Department(s): Senior Services

Staff Completing FIR: Anya Alarid Date: 12/08/2021 Phone: 955-4744

Reviewed by City Attorney:  Date: Jan 2, 2022

Reviewed by Finance Director:  Date: Jan 2, 2022

Summary:

As part of the submission of the Senior Services Division (“DSS”) application and response to the Request for Proposals issues by the North Central New Mexico Economic Development District, Non-Metro New Mexico Area Agency on Aging, DSS is required to submit a Resolution adopted by the Governing Body for continuation of services for the senior citizens of Santa Fe.

Departments Affected:

Community Health and Safety Department

Consequences of Not Enacting Legislation:

As mandated by the grant funding source for DSS’s various programs, DSS is required to submit an adopted Resolution supporting continuation of service for the senior citizens of the City of Santa Fe. The Resolution supports the North Central New Mexico Economic Development District, Non-Metro New Mexico Area Agency on Aging Request Proposal process to bring in over \$800,000 (federal and state) funds annually, for the next four years, specifically to serve the senior population of Santa Fe.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None identified.

Performance and Administrative Implications:

None identified.

Fiscal Implications:

Expenditures and/or revenues will not increase or decrease as a result of this Resolution. The City is mandated by federal and state funding sources to establish a Resolution for continuation of services for the senior citizens of Santa Fe.

Fiscal Impact

 X Check here if no fiscal impact

Expenditures

| Expenditure Type | FYE __ | FYE __ | FYE __ | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|------------------------------|---------------|---------------|---------------|--------------------------|--|-------------|--------------------------|
| <u>Personnel and</u> | \$ _____ | \$ _____ | \$ _____ | _____ | _____ | _____ | |
| <u>Benefits*</u> | | | | | | | |
| <u>Capital Outlay</u> | \$ _____ | \$ _____ | \$ _____ | _____ | _____ | _____ | |
| <u>Contractual/</u> | \$ _____ | \$ _____ | \$ _____ | | _____ | _____ | |
| <u>Professional Services</u> | | | | | | | |
| <u>Operating</u> | \$ _____ | \$ _____ | \$ _____ | | _____ | _____ | \$ _____ |
| <u>Total:</u> | \$ _____ | \$ _____ | \$ _____ | | | | \$ _____ |

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

| Revenue Type | FYE __ | FYE __ | FYE __ | Recurring (R) or Non-recurring (NR) | Fund |
|---------------------|---------------|---------------|---------------|--|-------------|
| General Fund | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Special Revenue | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| CIP | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Enterprise | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Internal Service | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Trust and Agency | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Federal | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Other | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Total | \$ _____ | \$ _____ | \$ _____ | | |

Revenue Narrative:




City of Santa Fe, New Mexico


Memorandum



Date: December 14, 2021

To: Finance Committee, Quality of Life Committee, Public Works and Utilities Committee, and Governing Body

From: Jesse Guillen, Legislative Liaison 

Via: Erin K. McSherry, City Attorney 

RE: Bill amending Section 2-1.13 SFCC 1987 to establish that the mayor pro tempore serves on only one committee, which shall be the Finance Committee

EXECUTIVE SUMMARY:

The proposed Bill amends Section 2-1.13 regarding the three City Council Standing Committees to establish that the Mayor Pro Tem shall only be assigned to one of them, which shall be the Finance Committee.

BACKGROUND:

Section 2-1.13 establishes the three City Council Standing Committees and establishes that each committee shall consist of five members of the Governing Body. If the mayor assigns eight city councilors to 15 available positions with a distribution as close to even as possible on the three committees, it would mean that one member be left with only one committee assignment.

The sponsors believe that, given the mayor pro tempore's duty to serve as mayor when the mayor is unavailable or unable to serve in that office, that position is best suited to be assigned to only one committee assignment, and that the assignment should be to the Finance Committee.

ACTION REQUESTED:

Adopt the proposed Bill as presented.

ATTACHMENTS:

Resolution
Fiscal Impact Report

[bracketed material] = delete
underscored material = new

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CITY OF SANTA FE, NEW MEXICO

BILL NO. 2022-__

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt

AN ORDINANCE

**AMENDING SECTION 2-1.13 SFCC 1987 TO ESTABLISH THAT THE MAYOR PRO
TEMPORE SHALL SERVE ON ONE CITY COUNCIL STANDING COMMITTEE,
WHICH SHALL BE THE FINANCE COMMITTEE.**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 2-1.13 of SFCC 1987 (being Ord. No. 1968-8, § 1, as amended)

is amended to read:

2-1.13 Standing committees.

A. *Standing committee* means an advisory committee, appointed by the mayor with the approval of the city council, whose work is to be generally continuous and a part of the fundamental concerns of the governing body.

B. *City council standing committee* means a standing committee comprised entirely of governing body members.

C. Except where the content of a law or ordinance specifies a different meaning, which shall apply in that case, the definition of standing committee in paragraph A of this

1 subsection shall apply throughout SFCC 1987.

2 D. The mayor, with the approval of the city council, shall appoint the members of
3 the standing committees at the first meeting of the governing body in even-numbered years and
4 at such other times as the governing body deems appropriate.

5 E. City council standing committees shall consist of five (5) members.

6 F. City council standing committees:

7 1. *Public works and utilities committee.* The public works and utilities
8 committee shall provide continuing oversight over land use, the operations of the city's
9 water, wastewater, and solid waste collection and disposal utilities; solicit public
10 comment; and study and make recommendations to the governing body concerning
11 franchise agreements, the public works and public utilities annual operating budgets,
12 capital improvements, the issuance of debt instruments, operational policies, and rules
13 and regulations. The committee shall provide continuing oversight of development,
14 maintenance, operations, and construction of roadways and related infrastructure,
15 facilities, parking, stormwater infrastructure, property assets, and multimodal
16 transportation, including transit, air travel, and pedestrian and bicycle infrastructure. The
17 committee oversees the capital planning and project delivery for all city departments.

18 2. *Quality of life committee.* The quality of life committee works to ensure
19 that all residents of Santa Fe have access to the physical, environmental, social, and
20 economic resources they need to thrive. The committee shall solicit public comment and
21 study and make recommendations to the governing body on policies related to the
22 committee's jurisdiction. The committee works to improve wellbeing, health, and safety
23 of all residents and visitors. It seeks to support equitable access to health and human
24 services, employment, housing, education, and arts and culture, so that residents from
25 every part of the city and of every income, age, religion, gender, ethnicity, ancestry,

1 sexual orientation, physical or mental handicap, and veteran or immigration status enjoy
2 a high quality of life in Santa Fe.


3 3. *Finance committee.* The finance committee shall provide continuing
4 oversight of the operations of the city's finances and shall solicit public comment and
5 study and make recommendations to the governing body concerning the city's annual
6 operating and capital budgets, the issuance of debt instruments, and financial operating
7 policies, rules, and regulations. The committee may report to the governing body the cost
8 of implementation for any order, ordinance, program, or other initiative pending before
9 the body. The committee shall have the opportunity to review all matters concerning
10 appropriations, city budget, loans, previously unbudgeted expenditures, and financial
11 issues related to all city owned or leased facilities.

12 G. The mayor pro tempore shall serve on only one (1) city council standing
13 committee, which shall be the finance committee.

14 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2022.

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17 _____
18 ATTEST: ALAN WEBBER, MAYOR

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20 _____
21 KRISTINE MIHELICIC, CITY CLERK

22 APPROVED AS TO FORM:
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24  _____

25 ERIN K. McSHERRY, CITY ATTORNEY *Legislation/2022/Bills/Mayor Pro Tem Committee Assignment*

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Mayor Pro Tem Committee Assignment

Sponsor(s): Councilors Romero-Wirth and Cassutt

Reviewing Department(s): City Attorney's Office/Legislative Services

Staff Completing FIR: Jesse Guillen Date: 12/10/21 Phone: 955-6518

Reviewed by City Attorney: *Eric McElroy* Date: Dec 22, 2021

Reviewed by Finance Director: *Mary McElroy* Date: Dec 16, 2021

Summary:

The Bill amends Section 2-1.13 to establish that the mayor pro tem shall only serve on one City Council Standing Committee and that the committee shall be the Finance Committee. The proposal is designed to allow even distribution of the eight councilors among the three city council standing committees that have five members, with the exception of the mayor pro tem, who would only sit on the Finance Committee. The sponsors believe that the additional duties assigned to the mayor pro tem make them the logical choice to be assigned to one committee.

Departments Affected:

None.

Consequences of Not Enacting Legislation:

Because City Code requires five (5) councilors per City Council Standing Committee, there will never be equal distribution of this type of committee assignment between the Councilors. If the Bill is not adopted, it will be up to the Mayor to decide which Councilor will receive only one committee assignment.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

This bill relates to the proposed Resolution adopting a new version of the Governing Body Procedural Rules.

Performance and Administrative Implications:

None identified.

Fiscal Implications:

None identified.

Fiscal Impact

 X Check here if no fiscal impact

Expenditures

| Expenditure Type | FYE __ | FYE __ | FYE __ | Require BAR (Y/N) | Recurring (R) or Non-recurring (NR) | Fund | 3-Year Total Cost |
|------------------------------|---------------|---------------|---------------|--------------------------|--|-------------|--------------------------|
| <u>Personnel and</u> | \$ _____ | \$ _____ | \$ _____ | _____ | _____ | _____ | |
| <u>Benefits*</u> | | | | | | | |
| <u>Capital Outlay</u> | \$ _____ | \$ _____ | \$ _____ | _____ | _____ | _____ | |
| <u>Contractual/</u> | \$ _____ | \$ _____ | \$ _____ | | _____ | _____ | |
| <u>Professional Services</u> | | | | | | | |
| <u>Operating</u> | \$ _____ | \$ _____ | \$ _____ | | _____ | _____ | \$ _____ |
| <u>Total:</u> | \$ _____ | \$ _____ | \$ _____ | | | | \$ _____ |

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

| Revenue Type | FYE __ | FYE __ | FYE __ | Recurring (R) or Non-recurring (NR) | Fund |
|---------------------|---------------|---------------|---------------|--|-------------|
| General Fund | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Special Revenue | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| CIP | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Enterprise | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Internal Service | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Trust and Agency | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Federal | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Other | \$ _____ | \$ _____ | \$ _____ | _____ | _____ |
| Total | \$ _____ | \$ _____ | \$ _____ | | |

Revenue Narrative:

Signature: 

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