

City of Santa Fe New Mexico


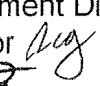

Public Works Dept. - Facilities Division

MEMO

DATE: October 26, 2015

TO: Public Works, CIP & Land Use Committee/Finance Committee/
City Council

VIA: Oscar Rodriguez, Finance Department Director


Robert Carter, Parks & Recreation Department Director
Richard Thompson, Parks Division Director 
David Pfeifer, Facilities Division Director 

FROM: Jason M. Kluck, Facilities Division Project Administrator *JMK*

ISSUE: City of Santa Fe CIP #400/NM CAP #14-L-2005 Parks Playground Shade Structures materials:

Professional Services Agreement (Exhibit 1)

- Request award of materials procurement scope to The Playwell Group, Inc. together with the associated Professional Services Agreement (\$156,105.70 contract sum) inclusive of NMGRT.

SUMMARY:

Under the 51st NM Legislature, 2nd Session of 2014, House Bill 55, The House Taxation and Revenue Committee, Legislative Council Service has appropriated Severance Tax Bond funding in the amount of \$320,000.00 under Capital Outlay Projects "to design, construct, equip, shade structures in parks in Santa Fe in Santa Fe County".

A trial installation of two umbrella shades has been incorporated into the Colonia Prisma Park as a demonstration project under the same funding source indicated below. Public Works and Parks & Recreation Staff and the Parks and Recreation Commission concur that this installation is high quality, demonstrates the budget feasibility of the larger project scope and recommend city wide implementation of these shades in park playgrounds.

This memo is the request for approval of the materials acquisition only. The request for approval of shade structure installation is presented in a separate packet.

By City policy, the City may use State and Federal Price or Cooperative Agreements in lieu of bidding out the project. By City policy, procurement from State or Federal agreements in amounts over \$50,000 require City Council approval (City Purchasing Manual Section 11.1).

Memo – Public Works, CIP & Land Use Committee/Finance Committee/City Council
NM State Capital Appropriation Project 14-L-2005: Santa Fe Parks Playground Shade
Structures materials

10/13/2015

Page 2

BUDGET:

Funding in the amount of \$156,105.70, inclusive of NMGRT, is available in EXP Parks & Recreation - Inventory Exempt: Business Unit #32762.572400.

SCHEDULE:

Public Works Committee: 10/26/15

Finance Committee: 11/02/15

City Council: 11/10/15

The materials will be ordered as soon as possible after funding approval, delivered to the City of Santa Fe and stored in a secure location pending approval of the separate procurement for shade structure installation and construction mobilization.

REQUESTED ACTION:

Please approve the budget associated with this project and the attached Professional Services Agreement with The Playwell Group, Inc. in the amount of \$156,105.70 inclusive of NMGRT.

ATTACHMENTS:

Professional Services Agreement (Exhibit 1)

Materials proposal from The Playwell Group (Exhibit A under Exhibit 1)

Schedule of Parks & Shade Structures (Exhibit B under Exhibit 1)

Shade Structure Specifications (Exhibit C under Exhibit 1)

Services proposal from The Playwell Group (Exhibit D under Exhibit 1)

State Pricing Agreement Contract documentation (Exhibit E under Exhibit 1)

Vendor's Certificate of Liability Insurance (Exhibit F under Exhibit 1)



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

- | | | | |
|---------------------------------|-------------------------------------|-----------------------------|--------------------------|
| 1 FOR: ORIGINAL CONTRACT | <input checked="" type="checkbox"/> | CONTRACT AGREEMENT | <input type="checkbox"/> |
| MAINTENANCE AGREEMENT | <input type="checkbox"/> | LICENSE AGREEMENT | <input type="checkbox"/> |
| LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| MEMORANDUM OF AGREEMENT | <input type="checkbox"/> | JOINT POWERS AGREEMENTS | <input type="checkbox"/> |
| GRANT AGREEMENTS | <input type="checkbox"/> | CHANGE ORDERS | <input type="checkbox"/> |

2 Name of Contractor The Playwell Group, Inc.

- 3 Complete information requested ☐ Plus GRT
☒ Inclusive of GRT

Original Contract Amount: \$156,105.70

Termination Date: June 30, 2019

☒ Approved by Council Date: (pending)

☐ or by City Manager Date: _____

Contract is for: City of Santa Fe CIP #400/NM CAP 14-L-2005 Santa Fe Parks Playground Shade Structures Materials

Amendment # N/A to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for:

- 4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT
☐ Inclusive of GRT

Amount \$ N/A of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP ☒ RFQ ☐ Sole Source ☐ Other ☒ COOPERATIVE

6 **Procurement History:** New contract
example: (First year of 4 year contract)

7 **Funding Source:** Exp Parks & Recreation **BU/Line Item:** 32762.5724

8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Jason M. Kluck Phone # 955-5937

Division Contract Administrator: Richard Thompson

Division Director: Richard Thompson

Department Director: Robert Carter

10 **Certificate of Insurance attached.** (if original Contract) ☒

11 **Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:** An extensive process was undertaken, including a demonstration project, to determine the appropriateness of this type, style and expense of these shade structures.

12 **Prior year's contract amount?:** N/A

13 **Describe service impact from an ongoing commitment to the contractor:** N/A

14 **Why staff cannot perform the work?:** Selected shades are premanufactured.

15 **If extending contract, why?:** N/A

16 **Was a Santa Fe company awarded contract? If not, why?:** No. No vendors of this style product in Santa Fe.

17 **Has the contract has been approved as to form by City Attorney's Office?:** yes

18 **Is this for City Manager or Council approval?:** City Council

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: The Playwell Group, Inc.

Procurement Title: CIP #400 / NM CAP 14-L-2005 – City of Santa Fe Parks Playground Shade Structures Materials

Solicitation RFP/RFB#: _____

Other Methods: State Price Agreement ☒ **Cooperative** ☐ **Sole Source** ☐ **Exempt** ☐ **Other** ☐ _____

Department Requesting/Staff Member Public Works/Facilities/Jason Kluck

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 and proposals, 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 procurement officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

SOLICITATION*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Project Beginning History (council requests etc) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Budget Determination (FIR) attach |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Solicitation document (RFP, IFB), |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Screen print of legal solicitation published in newspapers, web sites, etc.: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Screen print of addendum(s) published on the IPB/RFP: |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Pre-Bid/Pre-Offer Conference attendance sheet and other documents |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | If canceled, screen print of cancellation of solicitation notice |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

EVALUATION*

YES N/A

- | | | |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Blank evaluation form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluator's names and profiles |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Evaluation procedures or evaluation instructions |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict/Confidentiality Forms signed by all Evaluators, Technical Advisors, Reviewers, and any person who assists in regard to the bid/proposal, evaluation and/or award |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Bid or Offer opening sheet(s) (If RFP, then two offer opening sheets, one for technical and one for cost) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Screen print of Bidder/Offeror's detailed information |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Responsiveness review sheet or other sheet documenting responsiveness for each Bidder/Offeror, attach requests for additional information to cure items |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Oral presentations (sign-in sheets, presentation materials, etc.) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Documentation sent to Bidders/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Individual evaluations included for each RFP. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Pricing evaluation |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

AWARD*

YES N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fully executed Memo to Committees from the Department with recommendation of award
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Winning proposal (this is a copy that has all confidential/proprietary information excluded)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Screen print of Contract Award Notice
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Screen print of Award Notice published on agency website
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Email or notification sent to all Bidders/Offerors that award was made
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Waiver or "No Action Taken" from Procurement Office
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Correspondence with Procurement Office regarding waiver
<input type="checkbox"/>	<input checked="" type="checkbox"/>	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

DISCLOSURES

YES N/A

Contractor Disclosures & Conflicts of Interest		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Disclosures & Conflicts of Interest Form(s) (winning bidder(s)/offeror(s))
Contractor –Conflicts of Interest		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conflict of Interest Form signed by all parties
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Procurement Office regarding the potential conflict
Subcontractor Disclosures		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Disclosures & Conflicts of Interest form of Subcontractor(s)
Subcontractor –Conflicts of Interest		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officer Letter or email to designated individual regarding potential conflict
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conflict of Interest form signed by all parties
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Legal Office regarding the potential conflict
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

CONTRACT

YES N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of Executed Contract
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of all documentation presented to the Committees
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Finalized Council Committee Minutes
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

MISCELLANEOUS FILE*

YES N/A

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Local Preference Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	New Mexico Residence Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Veterans Exemption
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source determination form approved by Procurement Officer
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Exempt determination memo approved by Procurement Officer
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

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

PROTEST (If applicable)*

YES

N/A

☐
☐
☐
☐

☒
☒
☒
☒

Documentation from protester filed with the Purchasing Office
Letter from Department to Purchasing Office Providing response to protest
Letter from Purchasing Officer to protester and Department on final outcome
Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES

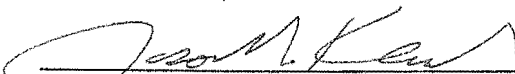
N/A

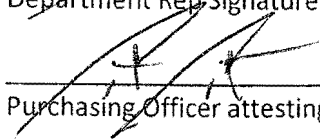
☒
☐

☐
☒

Original bid(s) or proposal(s) with no redactions.
Documentation exempt - Proprietary, Confidential, Competitively Sensitive, or Trade Secret (i.e. e-mails, proposals, letters)

Jason M. Kluck, Public Works Project Administrator
Department Rep Printed Name and Title


Department Rep Signature attesting that all information included

 10/6/15
Purchasing Officer attesting that all information is reviewed



CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and The PlayWell Group (the "Contractor"). The date of this Agreement shall be when signed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

A. The Contractor shall provide the following services for the City:

(1) Supply and provide for delivery of shade structure materials in accordance with the materials proposal dated September 21, 2015, Exhibit "A", the Schedule of Parks and Shade Structures with quantities and colors, Exhibit "B", the shade structure specifications, Exhibit "C" and the services proposal, Exhibit "D".

(2) Coordinate in advance with the shipping company, individual driver and the City to schedule the exact place, time and date for materials delivery.

(3) Provide on-site assistance to the City at the time of materials delivery to verify accuracy of materials quantities, record any damage to materials, verify acceptance and so forth.

(4) Coordinate with the City, installation contractor and the materials manufacturer(s) in a timely manner to rectify any deficiencies in or deviations from the original equipment order as directed by the City Project Administrator.

(5) Provide in a timely manner, any additional materials, at no additional cost to the City, as required resulting from ordered materials damage apparent at the time of delivery, from errors or omissions in the original materials order generated by The PlayWell Group, or from errors and omissions by the manufacturer(s) or its associates.

(6) Provide technical assistance and advisement as required by the City or by the installation contractor during the period of construction and until the termination date of this agreement.

(7) Provide in a timely manner, any incidental hardware, instructions and the like that the installation contractor may require to complete the shade structure installations.

(8) Provide (5) site visits as pre-arranged by the City for review of shade structure installations during the phase(s) of construction or time periods directed by the City Project Administrator.

(9) Provide (2) site visits at the time of the third party equipment audits, as pre-arranged by the City, to offer on-site advisement as required by the City Project Administrator.

(10) Provide any additional shade structure materials, coordinate installation and cover installation costs, at no additional cost to the City, as required resulting from manufacturing deficiencies as indicated in the third party equipment audits or in written correspondence by the auditor.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred fifty six

thousand one hundred five dollars and seventy cents (\$156,105.70), inclusive of NMGRT.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt of invoice and approval by the City of the work.

D. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever last, and terminate on June 30, 2019, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon thirty (30) days written notice to the Contractor.

(1) The Contractor shall render a final report of the

services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed and accepted by the City through the date Contractor receives notice of such termination, and for which compensation has not already been paid and prior approved reimbursable expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF
EMPLOYEES AND SUBCONTRACTORS

A. 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.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

8. 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.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of 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 to any obligation not assumed herein by the City unless the Contractor has express

written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. If applicable, the Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. 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.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. 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.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
FACILITIES DIVISION
2651 SIRINGO ROAD BLDG."E"
SANTA FE, NM 87505

Contractor:
THE PLAYWELL GROUP
9430 SAN MATEO BLVD. NE, UNIT G
ALBUQUERQUE, NM 87113

WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:

JAVIER M. GONZALES, MAYOR



ED REED, SALES CONSULTANT
THE PLAYWELL GROUP

DATE: _____

DATE: 10/9/2015

CRS: #02-326597-003
City of Santa Fe Business
License #14-00129073

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ADM 10/9/15
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

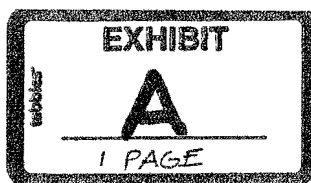
OSCAR RODRIGUEZ,
FINANCE DEPARTMENT DIRECTOR

32762.572400
BUSINESS UNIT/LINE ITEM



The PlayWell Group, Inc.

Athletic, Park, and Playground Equipment
Serving Texas, New Mexico, Oklahoma, and Arkansas since 1988



www.playwellgroup.com

800-726-1816

800-560-9150 (fax)

QUOTATION

QUOTE #
2130

9/21/2015

BILL TO:

City of Santa Fe
Accounts Payable
PO Box 909
Santa Fe, NM 87504

Phone: (505) 955-6531

SHIP TO:

City of Santa Fe
Jason Kluck
2651 Siringo Road Bldg E
Santa Fe, NM 87505

Phone: (505) 955-5937

CUST. PO #	TERMS	SALES REP	COUNTY		QUOTE EXPIRATION
	NET 30	ED	SANTA FE		10/21/2015
ITEM	DESCRIPTION	QTY	LIST PRICE	DISC. PRICE	TOTAL
SPD	SPD (NM STATE PURCHASING AGREEMENT) CONTRACT #20-000-00-00008 EXPIRES 10/31/2015		0.00	0.00	0.00
SINGLE POST 12X...	USA SHADE & FABRIC SINGLE POST PYRAMID SHELTER; 12' X 12' X 10' ENTRY (PLUS 1' FOR MULCH) 1 TOP 1 POST 90 MPH WINDLOAD 20 - 30 LBS PSF SNOWLOAD SHADESURE CLOTH SURFACE MOUNT SEALED ENGINEERED DRAWING (1-140 UNITS) INCLUDED 3 EXTRA BASE PLATES (LOOSE) INCLUDED	94	1595.00	1,495.00	140,530.00T
PAINTING	CUSTOM PAINT RAL3004, 7535 (16 UNITS) INCLUDES 5 ADDITIONAL REPLACEMENT TOPS COLORS: (2) RAIN FOREST (1) RED (1) SUNFLOWER YELLOW (1) DESERT SAND	1	1440.00	1,350.00	1,350.00T
SHIP	SHIPPING AND HANDLING	1	2600.00	2,600.00	2,600.00T

QUOTE VALID FOR 30 DAYS. Product will be ordered upon receipt of written approvals and/or deposit. Please email or fax all pages.
PLEASE REMIT YOUR DEPOSIT TO:

THE PLAYWELL GROUP, INC.
9430 SAN MATEO BLVD., NE, UNIT G
ALBUQUERQUE, NM 87113

Date _____

Signature _____

SUBTOTAL \$144,480.00

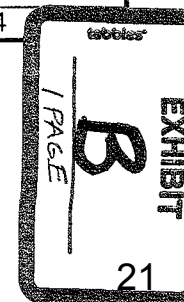
SALES TAX (7.1875%) \$10,384.50

TOTAL \$154,864.50

City of Santa Fe Playgrounds SCHEDULE OF PARKS & SHADE STRUCTURES

09/17/2015

	PARK NAME	USA SHADE PC FRAME COLOR	SUN PORTS SHADESURE FABRIC COLOR	SHADE QUANTITY
1	Alto	GREEN	ROYAL BLUE	4
2	Ashbaugh	RED	(1) YELLOW, (2) ROYAL BLUE	3
3	Candelero	RED	ROYAL BLUE	2
4	Cielo Vista	PMS 7535 (LSI WRM BRNZ)	YELLOW	3
5	Dancing Ground	GREEN	ARIZONA	1
6	Dos Hermanos	BLUE	RAINFORST	2
7	Frenchy's	BROWN	ARIZONA	4
8	Galisteo	BROWN	ARIZONA	1
9	GCCC	BLUE	SILVER	2
10	Griego	BLUE	ARIZONA	4
11	La Resolana	RED	YELLOW	4
12	Larragoite	BROWN	ROYAL BLUE	4
13	Las Acequias	RED	YELLOW	5
14	Las Estancias	GREEN	RAIN FOREST	3
15	Lopez	BROWN	RAIN FOREST	2
16	Lorca	BROWN	RAIN FOREST	3
17	Los Milagos	GREEN	RAIN FOREST	4
18	Lucero	RED	ROYAL BLUE	4
19	Maclovía	GREEN	ARIZONA	2
20	Magers	RAL 3004 (LSI MAROON)	RAIN FOREST	5
21	MLK Jr.	RAL 3004 (LSI MAROON)	RAIN FOREST	3
22	Miles	GREEN	ARIZONA	7
23	Perez	GREEN	YELLOW	4
24	Ragle + (1) baseplate & (1) extra fabic shade	RAL 3004 (LSI MAROON)	RAIN FOREST	3
25	Rail Yard	PMS 7535 (LSI WRM BRNZ)	TERRACOTTA	3
26	Rancho Siringo	BLUE	ARIZONA	2
27	Torreon	GREEN	YELLOW	3
28	Valentine	RED	YELLOW	2
29	Villa Linda	BROWN	ROYAL BLUE	3
30	Young	BEIGE	ROYAL BLUE	2
	TOTAL			94





NMCAP L-14-2005 SANTA FE PARK SHADE STRUCTURES

SECTION 13 31 23
PRE-ENGINEERED SHADE STRUCTURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this section.

1.2 SUMMARY

- A. The shade structure Vendor and/or Manufacturer shall be responsible for the design, engineering, fabrication, ordering and timely supply of all pre-engineered shade structure elements, members and hardware. The Contractor shall be responsible for installation, other materials required for the installation and all other work specified herein.

1.3 SUBMITTALS

1.3.1 Provided by the Vendor and/or Manufacturer:

- A. Provide proof of installed reference sites with structures for similar scope of project and installation that are engineered to IBC 2006 specifications. Include in reference list of structure dimensions with install dates and project locations.
- B. Provide a minimum of 13 fabric samples to demonstrate fabric color range and powder coat color selections. Also provide letter of authorization from fabric manufacture for use of fabric.
- C. Provide proof the shade structure manufacture meets all quality assurance items including;
 - 1. A list of at least 3 reference projects that have been installed a minimum of 8 years.
 - 2. Proof of General liability, Professional liability and umbrella insurance as per section 1.4 D
 - 3. Proof of \$6,000,000 bonding capacity.
 - 4. Proof of IAS (International Accreditation Service) certification as per section 1.4 E

NMCAP L-14-2005 SANTA FE PARK SHADE STRUCTURES

5. Proof of a Corporate Safety Program along with an Injury & Illness Prevention Program.
6. Proof of an Annual Maintenance Inspection Program
7. Proof of Corporate Quality Control Manual as per section 1.4F

1.3.2 Additional Submittals:

- A. Provide wet sealed structural engineering drawings and calculations.
- B. Provide fabric samples and powder coat colors for final order selection.

1.4 QUALITY ASSURANCE

Erection is limited to firms with proven experience in construction of fabric shade structures and such firms shall meet the following minimum requirements. No substitutions shall be allowed for the following:

- A. A single prime Contractor shall erect all fabric shade structures in this scope.
- B. All bidders shall have at least 15 years experience in the installation of pre-engineered structures, with similar scope and a successful construction record of in-service performance.
- C. All bidders shall be able to provide proof, with bid submittal, of meeting insurance requirements pursuant to the Agreement between Owner and Contractor.
- D. All bidders shall be bonded and provide proof of a minimum bonding capacity pursuant to the Agreement between Owner and Contractor.
- E. The Contractor's on-site superintendent/foreman shall be currently registered and in good standing with the National Playground Safety Institute as a Certified Playground Safety Inspector certification holder for the duration of the project.
- F. The Contractor shall be licensed by the State of New Mexico under the GB-98 classification.
- G. All bidders must include warranty period service call services to assist in repairs as required to meet any deficiencies found under audit by a third party inspector or authorized City of Santa Fe Staff.

NMCAP L-14-2005 SANTA FE PARK SHADE STRUCTURES

1.5 PROJECT CONDITIONS

- A. Field Measurements: Verify layout information for shade structures shown on the Drawings in relation to the playground perimeter and existing structures. Verify locations by field measurements and as indicated in the Contract Documents prior to construction.

1.6 WARRANTY

1. The successful bidder shall provide a 12 month warranty on all labor and associated materials.
2. The warranty shall not deprive the Owner of other rights the Owner may have under the provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

PART 2 – PRODUCTS

2.1 GENERAL

- A. Pre-Engineered Package: The package shall include the following structure(s) from the named Manufacturer.

1. Structure(s) consist of the following:

Sun Ports Brand 12' x 12'x 10' entry height, Single Post Pyramid. Columns 5" o.d., Rafter Arms 4" o.d. Structure is engineered to 90 mph windload and 30psf snow load(IBC2009). See Steel and Fabric Sections for specifications.

- B. Vendor Contact: Ed Reed, Playwell Group
9430 San Mateo Blvd. NE, Unit G
Albuquerque, NM 87113
(505) 980-9356
www.playwellgroup.com

NMCAP L-14-2005 SANTA FE PARK SHADE STRUCTURES

C. The shade structure shall conform to the current adopted version of the International Building Code 2009 including local agency amendments and additions to the code.

1. All shade structures are engineered and designed to meet a minimum of 90 mph wind load, Exposure C. A live load of 5 lb/sf² and a snow load of 5 lb/sf². All shade structures shall be engineered with a zero wind pass through (sieve rate) on the fabric.

D. Steel:

1. All steel members of the shade structure shall be designed in strict accordance with the requirements of the "American Institute of Steel Construction" (AISC) Specifications and the "American Iron and Steel Institute" (AISI) Specifications for Cold Formed Members.
2. All connections shall have a maximum internal sleeving tolerance of .0625 inches using high tensile strength steel sections with a minimum sleeve length of 6 inches.
3. All non-hollow structural steel members shall comply with ASTM A-36. All hollow structural steel members shall be cold formed, high strength steel and comply with ASTM A-500, Grade C. All steel plates shall comply with ASTM A-572, Grade 50. All galvanized steel tubing shall be triple coated for rust protection using an in-line electro-plating coat process. All galvanized steel tubing shall be internally coated with zinc and organic coatings to prevent corrosion.

E. Bolts:

1. All structural field connections of the shade structure shall be designed and made with high strength bolted connections using ASTM A-354, Grade B or SAE J429, Grade 8.
2. All stainless steel bolts shall comply with ASTM F-593, Alloy Group 1 or 2. All bolt fittings shall include rubber washer for water tight seal at joints. All nuts shall comply with ASTM F-594, Alloy Group 1 or 2.

F. Welding:

NMCAP L-14-2005 SANTA FE PARK SHADE STRUCTURES

1. All shop welded connections of the shade structure shall be designed and performed in strict accordance with the requirements of the "American Welding Society" (AWS) Specifications. Structural welds shall be made in compliance with the requirements of the "Prequalified" welded joints where applicable and by certified welders. No onsite or field welding shall be permitted.
2. All full penetration welds shall be continuously inspected by an independent inspection agency and shall be tested to the requirement of the IBC 2006.

G. Powder coating:

1. Galvanized steel tubing preparation prior to powder coating shall be executed in accordance to solvent cleaning SSPC-SP1. Solvent such as water, mineral spirits, xylol, toluol, which are to be used to remove foreign matter from the surface. A mechanical method prior to solvent cleaning prior to surface preparation shall be executed according to Power Tool Cleaning SSPC-SP3 and utilizing wire brushes abrasive wheels and needle gun, etc.
2. Carbon structural steel tubing preparation prior to powder coating shall be executed in accordance to commercial blast cleaning SSPC-SP6 or NACE #3. A commercial blast cleaned surface, when viewed with out magnification, shall be free of all visible oil, grease, dirt, mill scale, rust, coating, oxides, corrosion, products and other foreign material.
3. Powder coating shall be sufficiently applied, with a minimum 3 mils thickness and cured at the recommended temperature to provide proper adhesion and stability to meet salt spray and adhesion tests as defined by the American Society of Testing Materials.
4. Powder used in the powder coat process shall have the following characteristics:
 - a. Specific Gravity: 1.68 +/- 0.05.
 - b. Theoretical coverage: 114 +/- 4ft²/lb/mil
 - c. Mass loss during cure: <1%
 - d. Maximum storage temperature: 75°F

NMCAP L-14-2005 SANTA FE PARK SHADE STRUCTURES

- H. Tension Cable: Steel cable is determined based on calculated engineering load.
1. A minimum of 3/8" (nominal) galvanized 7x19 strand cable shall be used.
- I. Fabric Roof Systems:
1. UV Shade Fabric:
 - a. UV shade fabric is made of UV stabilized Shadesure® cloth manufactured by Multi Knit Ltd and made of a UV stabilized high-density polyethylene that weighs 195g per meter.
 - b. Mesh shall be rachel knitted with monofilament and tape yarn filler to ensure that material will not unravel if cut. Panels to be 10ft wide.
 - c. Fire Testing: Fabric shall conform and pass the ASTM E84 testing standard.

2. Fabric Properties:

Life Expectancy	A minimum of 8 years continuous exposure to the sun
Fading	Minimum fading after 5 years (3 Years for Rd)
Fabric Mass	2.43-2.58 oz/sqft (190-200 gsm)
Fabric Width	9.8425 ft (3 m)
Roll Length	164.04 ft (50 m)
Roll Dimensions	62.99" X 16.5354" (160 cm x 42 cm)
Roll Weight	± 66 lb (± 30 kg)
Minimum Temperature	-13° F (-25° C)
Maximum Temperature	+ 176° F (80° C)

3. Shade and UV Factors:

Shade protection and UV screen protection factors shall be as follows:

NMCAP L-14-2005 SANTA FE PARK SHADE STRUCTURES

<u>Color</u>	<u>UV Block %</u>	<u>Shade %</u>
White	85%	50%
Desert Sand or Beige	95%	75%
Arizona	93%	81%
Terracotta	88%	82%
Yellow	94%	70%
Red	88%	78%
Forest Green	95%	89%
Turquoise	92%	83%
Laguna Blue	93%	90%
Royal Blue	94%	90%
Navy Blue	94%	90%
Silver	93%	88%
Black	96%	95%

4. Stitching & Thread:
 - a. All sewing threads are to be double stitched.
 - b. Thread shall be GORE Tenara Sewing Thread manufactured from 100% expanded PTFE; mildew resistant exterior approved thread. Thread shall meet or exceed the following:
 - c. Flexible temperature range
 - d. Very low shrinkage factor
 - e. Extremely high strength, durable in outdoor climates
 - f. Resists flex and abrasion of fabric
 - g. Unaffected by cleaning agents; acid rain, mildew, salt water and rot resistant, unaffected by most industrial pollutants.
 - h. Treated for prolonged exposure to the sun.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Installations of shade structures shall be performed by a bonded contractor with experience in tension fabric structures.
- B. The contractor installing the structure shall comply with manufactures instructions for assembly, installation, and erection per approved drawings.
- C. The shade structure canopies shall be installed in one of three orientations as delineated in the drawings:

NMCAP L-14-2005 SANTA FE PARK SHADE STRUCTURES

- a. With one rafter facing plan north (8.5 degrees west of magnetic north).
- b. With canopy edges square to plan north (8.5 degrees west of magnetic north).
- c. With one rafter facing 10.5 degrees east of magnetic north (optimal Summer shade orientation in most cases).

D. Concrete:

2. Concrete work shall be executed in accordance with the latest edition of American Concrete Building Code ACI 318.
3. Concrete specifications shall comply in accordance with the section 03000 and as follows, in accordance with is the most stringent specification of the two sections:
 - a. 28 Days Strength $F'_c = 3000$ psi
 - b. Aggregate: HR
 - c. Slump: 3 – 5
 - d. Portland Cement shall conform to C-150
 - e. Aggregate shall conform to ASTM C-33
4. All reinforcement shall conform to ASTM A-615 grade 60.
5. Reinforcing steel shall be detailed, fabricated, and placed in accordance with the latest ACI Detailing Manual and Manual of Standard Practice.
6. Whenever daily ambient temperatures are below 80 degrees Fahrenheit, the contractor may have mix accelerators and hot water added at the batch plant (See Table 1).
7. The contractor shall not pour any concrete when daily ambient temperature is below 55 degrees Fahrenheit.

TABLE 1

Temperature Range	% Accelerator	Type Accelerator
75-80 degrees	1%	High Early (non calcium)
70-75 degrees	2%	High Early (non calcium)
Below 70 degrees	3%	High Early (non calcium)

NMCAP L-14-2005 SANTA FE PARK SHADE STRUCTURES

D. Foundations:

1. Foundations for the proposed structures shall be as follows:
 - a. The pre-engineered Cantilevered Single Post Pyramid shall have a drilled pier footing per the accompanying engineered construction documents. The footing shall be reinforced with rebar.
2. If Anchor Bolts are used, they shall be Hot Dipped Galvanized.
3. Footings shall be placed in accordance with and conform to manufactures engineered specifications and drawings.

END OF SECTION 13 31 23

The PlayWell Group

Toll Free: (800) 726-1816 Free Fax: (800) 560-9150

Texas Corporate Office
4743 Iberia Ave., Suite G
Dallas, TX 75207

Arkansas Sales Office
9929 JPK Blvd., Suite 20-167
N. Little Rock, AR 72118

Oklahoma Sales Office
5030 North May Street 129
Oklahoma City, OK 73152

New Mexico Regional Offices
9430 San Mateo Blvd. NE, Unit G
Albuquerque, NM 87113

QUOTATION

SQ-38276

11/14/2014

EXHIBIT

D

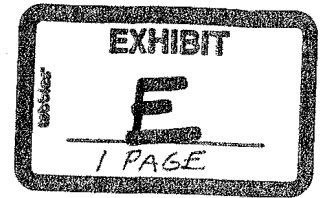
1 PAGE

Customer		Contact		Ship To		
City of Santa Fe PO Box 909 SANTA FE NM 87504 UNITED STATES Tel: (505)-955-3110		City of Santa Fe Accounts Payable PO Box 909 SANTA FE NM 87504 UNITED STATES Tel: (505)-438-5720		City of Santa Fe Jason Kluck 2651 Siringo Road Bldg E SANTA FE NM 87505 UNITED STATES Tel: (505)-935-5937		
Account	Terms	Due Date	Account Rep	Schedule Date		
735	NET 30	12/14/2014	Ed Reed	2/13/2015		
Quotation	PO #	Reference	Ship VIA	Page	Printed	
SQ-38276			Default Carrier	1	11/14/2014 1:10:45PM	
L Item	Description	Qty	Price	UM	Discount	Amount
1 SPD	NEW MEXICO STATE PURCHASING AGREEMENT	1	\$0.00	EA		\$0.00
2	These Items are Available for Purchase on SPD Contract Contract#20-000-00-00008 Your Discount has Been Calculated in The Above Price. In Accordance With Contract Provisions, and By Mutual Agreement of All Parties, This Price Agreement Runs From November 1, 2013 Thru October 31, 2014. There is no Need to Bid These Items.					
3						
4 MISC-	Additional Services Provide On-Site Assistance to the City of Santa Fe at the Time of Materials Delivered to Verify Accuracy of Materials Quantities, Record Any Damage to Materials, Verify Acceptance and So Forth. Provide (5) Site Visits as Pre-Arranged by the City of Santa Fe for Review of Shade Structure Installation During the Phase(s) of Construction or Time Periods Directed by the City of Santa Fe Project Administrator. Provide (2) Site Visits at the Time of the Third Party Equipment Audits, as Pre-Arranged by the City of Santa Fe, to Offer On-Site Advisement as Required by the City of Santa Fe Project Administrator. Provide Technical Assistance and Advisement as Required by the City of Santa Fe or by the Installation	1	\$1,160.00	EA		\$1,160.00
THIS QUOTATION IS GOOD FOR 30 DAYS FROM THE DATE LISTED ABOVE. Product will be ordered immediately upon receipt of written approvals and/or deposit. Please email or fax all pages.			Tax Details NM7 \$81.200		Taxable \$1,160.00	
PLEASE REMIT YOUR DEPOSIT TO: THE PLAYWELL GROUP, INC. 9430 SAN MATEO BLVD NE UNIT G ALBUQUERQUE, NM 87113					Total Tax \$81.20	
					Exempt \$0.00	
					Total \$1,241.20	
Signature: _____					Balance \$1,241.20	
Purchase Order #: _____ Date: _____						



State of New Mexico
General Services Department
Purchasing Division

GSD/PD (Rev. 01/11)



Statewide Price Agreement Amendment

Awarded Vendor
26 Vendors

Price Agreement Number: 20-000-00-00008

Price Agreement Amendment No.: Eight

Term: November 1, 2011 - October 31, 2015

Telephone No. _____

Procurement Specialist: India Garcia

Telephone No.: (505) 827-0483

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

Invoice:
As Requested

Title: Athletic & Recreational Equipment

This Price Agreement 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 November 1, 2014 to October 31, 2015 at the same price, terms and conditions.

Extension is for all vendors except vendor (AZ) SofSurfaces.

Also, change address for vendor (BB) Thunder Fitness LLC to 1412 Stagecoach Rd. SE, Albuquerque, NM 87123.

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

New Mexico State Purchasing Agent

Date: 10/30/2014

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2015

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).

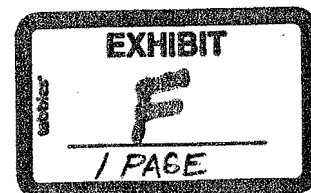
PRODUCER Western Assurance Corp. 3701 Paseo Del Norte NE PO Box 94600 Albuquerque NM 87199-4600		CONTACT NAME: Kerry Buehler PHONE (A/C, No, Ext): (505) 265-8481 E-MAIL ADDRESS: kbuehler@westernassurance.com FAX (A/C, No): (505) 266-3500	
INSURED The PlayWell Group, Inc. 4743 Iberia Ave, Suite C Dallas TX 75207		INSURER(S) AFFORDING COVERAGE INSURER A: Central Mutual Insurance Co. NAIC # 20230 INSURER B: Twin City Fire Insurance Co. 29459 INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	CLP9595290	2/1/2015	2/1/2016	MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual Liability		No Installation Coverage Provided			PERSONAL & ADV INJURY \$ 2,000,000
	Included					GENERAL AGGREGATE \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	CLP9595290	2/1/2015	2/1/2016	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$	0	CXS9595291	2/1/2015	2/1/2016	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	34WECBS1174	8/17/2015	8/17/2016	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
See attached endorsements for automatic additional insured status

**CERTIFICATE HOLDER****CANCELLATION**

jmkluck@santafenm.gov

City of Santa Fe
2651 Siringo Rd. Bldg E
Santa Fe, NM 87505

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

AUTHORIZED REPRESENTATIVE

Kerry Buehler/KERRY