

## 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 Facility Solutions Group, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide Professional Services for the City as outlined in Exhibit "A" attached hereto and incorporated herein.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the 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 eighty-five thousand seven hundred fifty-six and eighty cents (\$85,756.80), plus applicable gross receipts taxes.

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 and approval by the City of

detailed statements containing a report of services completed. 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 terminate on June 30, 2018, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 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 through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses,

the Contractor shall be paid for services rendered and 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 Agreement.

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. 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

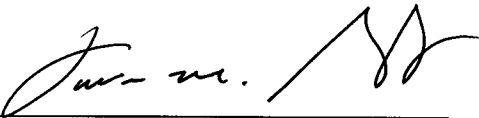
Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:  
John Alejandro  
City of Santa Fe  
Public Utilities Dept.  
P.O. Box 909  
Santa Fe, NM 87505

Contractor:  
Facility Solutions Group, Inc.  
4401 Westgate Blvd, Suite 310  
Austin, Texas 78745

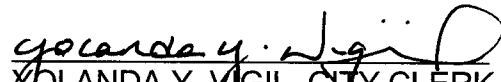
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:


  
\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

DATE: 2/13/18

ATTEST:

  
\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK  
cc mtg. 4/3/18

APPROVED AS TO FORM:

  
\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

  
\_\_\_\_\_  
ADAM JOHNSON, FINANCE DIRECTOR

52156.520400  
Business Unit Line Item

CONTRACTOR:

Facility Solutions Group, Inc.

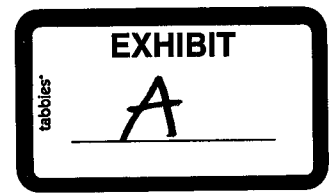
  
\_\_\_\_\_  
NAME & TITLE

DATE: 2-22-18

CRS #: 03-130034-00-0

Business Registration #: 17-00115931





**PREPARED FOR:**

**John E Alejandro**  
**Renewable Energy Planner**  
503 Camino De La Familia  
Santa Fe, Nm 87501

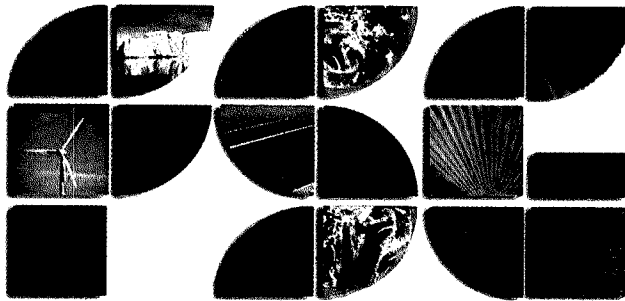
**PROJECT NAME:**

**Rail Yard Municipal Garage**



## **Rail Yard Municipal Garage**

Lighting Upgrade  
Lighting Economic Analysis



**CONFIDENTIAL**

*For the Client or Company Listed Only - All Rights Reserved FSG 2016*

**SUBMITTED BY:**

**Gabriel Marquez**

Sales Representative

*[gabriel.marquez@fsg.com](mailto:gabriel.marquez@fsg.com)*

505-450-7405



## Lighting Economic Analysis

December 12, 2017

### Rail Yard Municipal Garage

John E Alejandro

Renewable Energy Planner

503 Camino De La Familia

Santa Fe, Nm 87501

#### Project: Lighting Upgrade

Rail Yard Municipal Garage

503 Camino De La Familia

Santa Fe, Nm 87501

Total Fixtures Upgraded:	243
kW Reduced:	30.14
Avg kWh Rate:	\$0.046
kWh Reduced:	264,018
Annual Utility Savings:	\$12,144.81
Annual Maintenance Savings: (1)	\$10,719.60
Inflation Rate: (2)	2.0%
Est. Discount Rate: (Cost of Capital)	8.0%
Cap Rate Basis:	5.0%
EPA Required Lamp Disposal:	\$182
YOUR COST TO WAIT PER DAY:	\$63

FSG's INVOICE AMOUNT:	\$85,756.80
Projected Utility Rebate:	\$39,714.73
Contingency Amount <sup>(4)</sup>	\$0.00
NET INSTALLED COST:*	\$46,042.07

\*After Utility Rebate (which is not guaranteed by FSG)

Net Simple Payback:	2.01
Return On Investment:	49.7%

Only Utility can Guarantee

Yrs w/Maintenance Savings

Internal Rate of Return: (IRR)	62%
Net Present Value: (NPV)	\$129,384
Added Real Property Value <sup>(3)</sup>	\$457,288

(Hurdle Rate)

(Today's value of future savings)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6-10
Annual Cash Flow:	\$22,864	\$23,322	\$24,775	\$25,018	\$25,261	\$129,949
Net Cash Flow:	(\$46,042)	\$23,322	\$24,775	\$25,018	\$25,261	\$129,949
Cumulative Cash:	(\$23,178)	\$144	\$24,919	\$49,938	\$75,199	\$763,414

(1) Maintenance savings is included in the net simple payback and cash flow years 1 & 2

(2) Inflation impacts years 2-10

(3) Real Property Value increases by reducing operating expenses thereby improving Net Operating Income (I

(4) Only actual approved additional costs will be added.

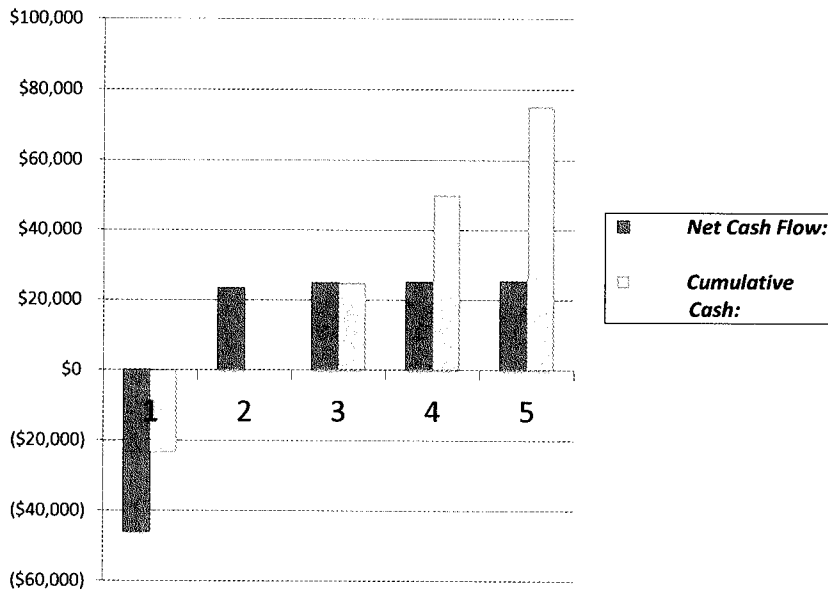
#### PRESENT SYSTEM

Total kW:	42.23
Total kWh:	369,909

#### PROPOSED SYSTEM

Total kW:	12.09
Total kWh:	105,891

Total KW Saved:	30.14
Total kWh Saved:	264,018





December 12, 2017

**John E Alejandro**  
Rail Yard Municipal Garage  
503 Camino De La Familia  
Santa Fe, Nm 87501

Submitted by: **Gabriel Marquez**  
FSG Representative  
*gabriel.marquez'@fsgi.com*  
505-450-7405

Project: Lighting Retrofit (LR)  
Location: Rail Yard Municipal Garage

Thank you for considering FSG's lighting proposal. We will provide all materials (unless otherwise requested), labor, and equipment to complete your project professionally according to all relevant electrical codes and in a timely manner.

Any utility rebates herein listed, are subject to the local utility company's rules and procedures. FSG cannot guarantee said rebate, but will provide all information needed to the utility to maximize the rebate on your behalf.

Lighting waste disposal will follow EPA's regulation. Mercury-containing lamps will be recycled unless you have a preferred vendor to handle the proper disposal. Hazardous ballasts quantities are typically unknown at the start of any job. FSG and/or its contractor will properly store any hazardous ballast on site (at your location determination) and can coordinate disposal for you at an additional cost.

#### **WARRANTIES**

FSG will honor the providing manufacturer(s) material and labor warranty as written. Any special accommodations shall be attached to this document as 'Exhibit A'. FSG warrants its own workmanship for 2 years from final invoice date of project. FSG will process all related claims on the customer's behalf.

#### **TERMS & CONDITIONS**

This proposal is valid for 90 days from the date issued. We appreciate the opportunity to serve your needs. If you have any questions, please don't hesitate to call or email.

#### **EXCLUSIONS**

- Any fixture not specified in the audit documentation can be retrofitted, with your approval, at an additional unit price (to be attached).
- It is assumed that the existing circuitry is properly maintained and adequate for the new fixture or retrofit that are to be installed. Any work on the electrical services need for code compliance, is NOT included in

#### **ACCEPTANCE BY:**

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Purchase Order #*



## SCOPE OF WORK

### Lighting Upgrade

Replace (205) 150w MH Fixtures with (205) New 56w LED Fixtures, Replace (38) 100w MH Lamps with (38) New 16.5w LED A21 Lamps.

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Gabriel Marquez  
Sales Representative  
FSG  
*[gabriel.marquez'@fsgi.com](mailto:gabriel.marquez'@fsgi.com)*

## Environmental Impact Statement

Client: Rail Yard Municipal Garage  
Project: Rail Yard Municipal Garage  
503 Camino De La Familia



Annual Kilowatt Hours Saved: **264,018**

According to the EPA, for each kWh saved, approximately 1.8 pounds of Carbon Dioxide (CO<sub>2</sub>), .006 pounds of Sulfur Dioxide (SO<sub>2</sub>), .003 pounds of Nitrogen Oxides (NO<sub>x</sub>), and .043 milligrams of Mercury (Hg) are eliminated from future power plant emissions into our atmosphere annually.

CO<sub>2</sub> is a "Greenhouse Gas" while SO<sub>2</sub> contributes to acid rain formation and NO<sub>x</sub> contributes to the tropospheric ozone formation (Smog) and estuarial damage.

### The Annual Pollution Reduction Impact of Your Project

Carbon Dioxide (lbs):	475,232	Nitrogen Oxides (lbs):	792
Sulfur Dioxide (lbs):	1,584	Mercury (grams):	11

For every 10,000 Kilowatt Hours saved the EPA has estimated the savings to be equivalent to planting **2.9 acres** of trees annually or equivalent to removing **1.4 cars** from our roads annually.

### Your Lighting Project's Local Impact

Acres of Trees Planted: 77	Cars Removed: 37
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The EPA does regulate the disposal of lighting products if they contain hazardous waste. Fluorescent lamps, HID lamps, and some incandescent may contain some hazardous elements. **PCB** containing ballast are already federally regulated. If you are already classified as a hazardous waste generator you must follow the disposal and or recycling regulations from the EPA. If you produce more than 100kg of hazardous waste per month, you are considered a hazardous generator. Lamps are classified as **Universal Waste** which does reduce some of the handling procedures.

All Generators of lighting waste products must have a **TCLP** test (Toxicity Characteristic Leaching Procedure) to identify potential hazards. The lamps cannot exceed 0.2 milligram per liter in order to pass. Failure to perform the test will automatically trigger the need for recycling. Your local landfill may not accept the lamps that pass. Ballast containing **PCB's** **MUST** also be disposed of through incineration or EPA approved recycling. FSG prefers to incinerate PCB's. **Ballasts must have "NO PCB's" on their label, otherwise, they must be considered to have PCB's.**

FSG recommends recycling the lamps and incinerating the ballast to provide you with the safest disposal method and sound environmental practices. We can manage the entire project and minimize your potential exposure while achieving the highest savings. All recycling/disposal certificates will be mailed to the address listed in the proposal.

### DISCLAIMER

Please seek advice from the EPA at their website, local office, or national hotline for further details. FSG, its employees, managers, directors, officers or its agents are not ever considered to be the generator of the lighting waste related to this or any project. Our intent is to help our customers navigate through the federal and state regulations as best as we can. Please seek the advice of your own risk management staff, lawyers, or consultants to insure and protect yourself from liability. FSG, nor its employees are responsible for the EPA's projections on environmental benefits. The EPA conversion numbers can be found at [www.epa.gov](http://www.epa.gov).

Existing kW:  
Existing kWh  
Annual Energy Cost:

42.23  
369,909  
17,016

Proposed kW:  
Proposed kWh  
Annual Energy Cost:  
Direct Energy Savings:

12.09  
105,891  
4,871  
\$12,144.81

Lighting Economic Analysis

LOADED KWH RATE

\$0.0460

EXISTING LIGHTING										PROPOSED LIGHTING									
Item	Usage or Area Type	Fixture Code	Fixt Qty	Generic Fixture Description	Existing Annual Hrs	Input Watts	kW per Line	kWh per Line	Annual Energy Cost	Item	New Fixture Code	Qty	Fixture Description	Annual Hrs	Input Watts	kW Per Line	kWh per Line	Annual Energy Cost	Proposed Annual Savings
1	Garage	MH150/1	205	150W MH Wall Pack	8,760	183	37.52	328,631	\$15,117	1	LED056-FIXT	205	GE-EG2R LED Garage Light 56w	8,760	56	11.48	100,565	\$4,626	\$10,491
2	Garage	MH100/1	38	100W MH Wall Pack	8,760	124	4.71	41,277	\$1,899	2	LED016-SCRW	38	56240-Green Creative LED A21 16.5w	8,760	16	0.61	5,326	\$245	\$1,654



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/1/2017

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).

<b>PRODUCER</b> Marsh & McLennan Agency LLC 301 Congress Avenue, Suite 1000 Austin TX 78701		<b>CONTACT NAME:</b> Kathryn McGee <b>PHONE (A/C, No, Ext):</b> 512-226-7963 <b>FAX (A/C, No):</b> 212-701-1108 <b>E-MAIL ADDRESS:</b> Kathryn.McGee@marshmma.com															
<b>INSURED</b> Facilsolut2 Facility Solutions Group, Inc 4401 Westgate Blvd, Suite 310 Austin TX 78745		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Travelers Indemnity Co of America</td><td>25666</td></tr><tr><td>INSURER B: Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER C: Lexington Insurance Company</td><td>19437</td></tr><tr><td>INSURER D: Aspen American Insurance Company</td><td>43460</td></tr><tr><td>INSURER E: Travelers Casualty Ins Co of Americ</td><td>19046</td></tr><tr><td>INSURER F: Allied World Assurance Co (U.S.) In</td><td>19489</td></tr></tbody></table>		INSURER	NAIC #	INSURER A: Travelers Indemnity Co of America	25666	INSURER B: Charter Oak Fire Insurance Company	25615	INSURER C: Lexington Insurance Company	19437	INSURER D: Aspen American Insurance Company	43460	INSURER E: Travelers Casualty Ins Co of Americ	19046	INSURER F: Allied World Assurance Co (U.S.) In	19489
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**COVERAGES** **CERTIFICATE NUMBER:** 687388032 **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 <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> No XCU Exclusion GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			VTC2KCO5803B046IN	10/1/2017	1/1/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			VTC2O5468B656COF16	10/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			015681526 CX004QG16	10/1/2017 10/1/2017	1/1/2018 1/1/2018	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 XS of \$4M Primary \$21,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			VTC2KUB5803B03417 VTRK-UB-5803B022-17	10/1/2017 10/1/2017	1/1/2018 1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <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
E	Third Party Crime			105910238	10/1/2017	1/1/2019	Occ \$2,500,000
F	Pollution / Environmental			03096332	10/1/2017	1/1/2018	Occ / Agg \$2,000,000

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

Named Insured Includes: FSG Electric; FSG Lighting; FSG, Inc.; GB Realty Management, LLC; 801 Richfield Partnership, LLC; Sign Tech International; Design Electric, Inc.; FSG Signs.

Blanket Additional Insured endorsement form #CGD316 edition 11/11 applies to the General Liability policy.  
Blanket Additional Insured endorsement form #CGD604 edition 08/13 applies to the General Liability policy.  
Blanket Additional Insured endorsement form #CAT353 edition 02/15 applies to the Automobile Liability policy.  
See Attached...

## CERTIFICATE HOLDER

City of Santa Fe PO Box 909 Santa Fe NM 87504
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## CANCELLATION

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



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Facility Solutions Group, Inc 4401 Westgate Blvd, Suite 310 Austin TX 78745	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation endorsement form #CGD316 edition 11/11 applies to the General Liability policy.  
 Waiver of Subrogation endorsement form #CAT353 edition 02/15 applies to the Automobile Liability policy.  
 Waiver of Subrogation endorsement form #WC000313 (00) applies to the Workers' Compensation policy.  
 Waiver of Subrogation endorsement form #WC420304 (B) applies to the Workers' Compensation policy.

Alternate Employer endorsement form #WC000301 (A) applies to the Workers' Compensation policy.

Primary and Non-Contributory endorsement form #CGD604 edition 08/13 applies to the General Liability policy.  
 Primary and Non-Contributory endorsement form #CAT474 edition 02/15 applies to the Automobile Liability policy.  
 Primary and Non-Contributory endorsement form #LX4305 edition 06/14 applies to the Umbrella policy.

Notice of Cancellation endorsement form #ILF025 edition 09/98 applies to the General Liability policy.  
 Notice of Cancellation endorsement form #ILT320 edition 09/97 applies to the Automobile Liability policy.  
 Notice of Cancellation endorsement form #WC9906Q1 (00) applies to the Workers' Compensation policy.

The General Liability and Automobile Liability policies include blanket additional insured endorsements that apply to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Automobile Liability, and Workers' Compensation policies include blanket Waiver of Subrogation endorsements that apply to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Workers' Compensation policy includes a blanket alternate employer endorsement that applies to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Automobile Liability, and Umbrella policies include blanket primary and non-contributory endorsements that apply to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Automobile Liability, and Workers' Compensation policies include blanket notice of cancellation endorsements that provides the certificate holder with 60 days advanced notice of cancellation only when there is a written contract between the named insured and the certificate holder that requires such status.

The Umbrella policy follows form over the General Liability, Automobile Liability, and Employers Liability policies.





GSD/PD (Rev. 01/11)

State of New Mexico  
General Services Department

Statewide Price Agreement

Awarded Vendor  
000079938  
Facility Solutions Group, Inc.  
dba FSG Lighting  
4401 Westgate Blvd., Ste 310  
Austin, TX 78745-1493

Telephone No. 512-440-7985

Price Agreement Number: 60-000-15-00034

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

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

Procurement Specialist: Clarke J. Fountain

Telephone No.: (505) 670-9723

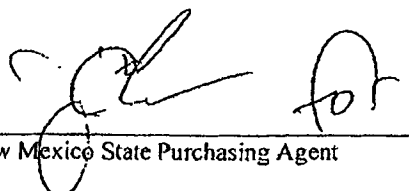
Invoice:  
Same As "Ship To"

Title: **Outdoor LED Lighting**

Term: **November 30, 2015 to Jan. 14, 2020**

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

  
\_\_\_\_\_  
New Mexico State Purchasing Agent

Date: Nov. 30, 2015

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

CF

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 60-000-15-00034

Page-2

Establish a Price Agreement based on GSA Contract # GS-07F-0181W for Buildings Building Materials/Industrial Services and Supplies (LED Lighting).

This Price Agreement may be extended if the GSA Contract is extended, upon approval of all parties.

Contract orders shall be issued only to vendor(s) shown under this Price Agreement. Prices shall be equal to or less than the price stipulated under the above listed GSA Contract.

Agencies must verify that items being purchased, rented, etc., are listed on the above referenced GSA. Only those items listed may be placed on contract orders under this Price Agreement. A complete copy of the GSA catalog must be retained by the using agency for auditing purposes. Trade-ins are not allowed under this Price Agreement.

Vendors under this Price Agreement are required to furnish a complete copy of the GSA catalog to the using agency upon request. Vendors must certify upon request that only those products, supplies or services accepted by the federal government are included in GSA price list.

State and local government catalogs are not acceptable.

Note: all terms and conditions established in the referenced GSA and by the New Mexico State Purchasing Agent shall prevail.

The Contractor agrees to provide a utilization report to the agreement administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

The periodic report shall include the gross total sales for the period subtotaled by procuring agency name. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to three quarters of one percent (0.75%) of the total sales for the period.

This agreement is not intended to be used to procure "Open Market" items.

001            1            Ea            See GSA



SUSANA MARTINEZ  
GOVERNOR

ED BURCKLE  
CABINET SECRETARY

LAWRENCE O. MAXWELL  
DIRECTOR  
STATE PURCHASING DIVISION

## State of New Mexico

### General Services Department

GSD/SPD (Rev. 2/14)

ADMINISTRATIVE SERVICES DIVISION  
(505) 827-2000

FACILITIES MANAGEMENT DIVISION  
(505) 827-2111

STATE PURCHASING DIVISION  
(505) 827-0472

RISK MANAGEMENT DIVISION  
(505) 827-0442

STATE PRINTING & GRAPHIC SERVICES BUREAU  
(505) 476-1950

TRANSPORTATION SERVICES DIVISION  
(505) 827-1958

11/30/2015

### MEMORANDUM

To: Facility Solutions Groups, Inc.  
From: Mr. Lawrence O. Maxwell, State Purchasing Agent  
RE: Price Agreement for GSA: GS-07F-0181W

Please be advised the State Purchasing Agent is willing to establish a Price Agreement based upon your willingness to extend your GSA pricing, terms and conditions based on Federal Supply Schedule GS-07F-0181W to the State of New Mexico subject to the following requirements:

1. Purchases based on 13-F-129 (A)(1) NMSA 1978 do not reflect actual purchases from a General Services Administration (GSA) contract, the vendor must agree to remit the 0.75% Industrial Funding Fee to the State of New Mexico, State Purchasing Division, on a quarterly basis to offset contract administration costs.
2. Along with submitting the required fee, the vendor must also agree to, and actually supply the State of New Mexico, State Purchasing Division a quarterly usage report broken out, at a minimum, to the state agency and local public body level in accordance with the following schedule:

<u>Period End</u>	<u>Report Due</u>
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

If you agree to the above conditions please sign at the space provided below and email back to [ClarkeJ.Fountain@state.nm.us](mailto:ClarkeJ.Fountain@state.nm.us). If you have any further concerns please contact Clarke J. Fountain at (505) 670 9723.

By signing this document you are certifying that you have the authorization to bind your company.

Your immediate attention to this matter is greatly appreciated.

Facility Solutions Group  
Company Name

Billy Ramirez  
Print Name

[Signature]  
Signature

Division Manager  
Title

11-30-15  
Date



# 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** ☒ or **CONTRACT AMENDMENT** ☐

2 Name of Contractor Facility Solutions Group (FSG) Inc.

3 Complete information requested

☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$85,756.80

Termination Date: June 30, 2018

☒ Approved by Council Date: Pending

☐ or by City Manager Date: \_\_\_\_\_

Contract is for: Lighting replacement, Railyard Garage

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

☐ Approved by Council \_\_\_\_\_

☐ 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 \$ 85,756.80 of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: Original Contract

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ \$85,756.80



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

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

RFP# \_\_\_\_\_ Date: \_\_\_\_\_

RFQ ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Other State Price Agreement 60-000-15-00034

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

Danley Rodriguez  
Purchasing Officer Review

Comments or Exceptions: \_\_\_\_\_

7 Funding Source: Parking Division Funds BU/Line Item: 52156.520400

Becky A. Casper for BUDGET OFFICE  
Budget Officer Approval

Comments or Exceptions: Not enough funds in specified line item; however,

8 Any out-of-the ordinary or unusual issues or concerns:  
N/A

(Memo may be attached to explain detail.)

Advised Parking to  
Complete a technical budget  
amendment to align  
budget.

9 Staff Contact who completed this form: Noel Correia

Phone # 955-6611

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

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review  
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # \_\_\_\_\_

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

Note: If further information needs to be included, attach a separate memo.

Comments:

## CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: FSG, Inc

Procurement Title: SPD 60-000-15-00034 Outdoor LED Lighting

Other Methods: State Price Agreement ☒ Cooperative ☐ Sole Source ☐ Exempt ☐ Other ☐ \_\_\_\_\_

Department Requesting/Staff Member: PWD/Noel Correia

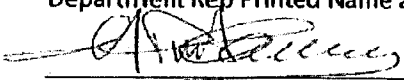
### Procurement Requirements:

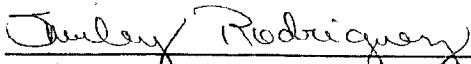
*A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction 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"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<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 type="checkbox"/>	<input checked="" type="checkbox"/>	Contract, Agreement or Amendment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Noel Correia, Parking Division Director  
Department Rep Printed Name and Title

  
Department Rep Signature attesting that all information included

  
Purchasing Officer attesting that all information is reviewed

12/19/17

### REQUIRED DOCUMENTS FOR OTHER METHOD FILE\*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<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 of exempt procurement

☐ ☒ Copies of all Sole Source submittals  
☐ ☒ Other: \_\_\_\_\_

**AWARD\***  
**YES    N/A**

☒ ☐ Fully executed Memo to Committees from the Department with recommendation of award  
☐ ☒ Other: \_\_\_\_\_

**CONTRACT\***  
**YES    N/A**

☒ ☐ Copy of Executed Contract  
☒ ☐ Copy of all documentation presented to the Committees  
☐ ☒ Finalized Council Committee Minutes  
☐ ☒ Other: \_\_\_\_\_

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

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

Noel Correia, Parking Division Director  
~~Department Rep Printed Name and Title~~

  
\_\_\_\_\_  
Department Rep Signature attesting that all information included

# PNM Quick Saver™ Program Participation Agreement



Date Stamp: 11/29/2017  
Facility Name: Rallyard Muninpal Garage  
Facility Address: 503 Camino De La Familia, Santa Fe, NM, 87501  
Proposal No: 17115-2

Project Information			
<b>Facility Information</b>	Rallyard Muninpal Garage 503 Camino De La Familia Santa Fe, NM, 87501	<b>Customer Information (Decision Maker)</b>	Rallyard Muninpal Garage 503 Camino De La Familia Santa Fe, NM, 87501
<b>Facility Contact</b>	John Alejandro	<b>Customer Contact</b>	John Alejandro
<b>Telephone</b>	E	<b>Telephone</b>	E
<b>Fax</b>		<b>Fax</b>	
<b>Email</b>		<b>Email</b>	
Building Information			
<b>Electric Service Agreement ID #</b>		<b>Building Type</b>	Government-City/County
<b>Square Footage of Facility</b>	85,000	<b>Year Building Built</b>	1993-2001
<b>Own or Rent</b>	Own		
Project Summary			
<b>Total kW Reduced</b>	31.73	<b>Total Project Cost</b>	\$85,756.80
<b>Total Annual kWh Savings</b>	277,158.30	<b>0% Sales Tax Included</b>	
<b>Total Annual Therm Savings</b>	0.00	<b>Total Incentives</b>	\$39,714.73
<b>Total Annual Dollar Savings</b>	\$27,715.83	<b>Total Customer Payment</b>	\$46,042.07
<b>Contractor's Name</b>	Facility Solutions Group	<b>Payback (In years)</b>	1.66
		<b>Contractor's Telephone</b>	505-345-7951 x1
<b>Disclaimer: Savings and payback are estimates and will vary depending on actual usage.</b>			

In order to participate in the Quick Saver Program, Customers must read and initial the following and sign the attached Terms and Conditions:

**Customer Disclosure (Initial):**

I understand that New Mexico consumers are not obligated to purchase any product or other service not funded by this Program and that actual savings will depend on actual usage of the energy efficient equipment.

**Savings (Initial):**

I understand that the Annual Dollar savings and project payback values presented in this Participation Agreement are approximate, and that actual savings will depend on actual usage of the energy efficient equipment.

**Lighting Levels (Initial):**

I understand that if I authorize a lighting retrofit, lighting levels may change. I have reviewed the % Lumen change located in the lighting summary table of this Agreement.

**Contractor Assignment (Initial):**

I am aware that the Contractor for this project will be Facility Solutions Group and will be referred to below as the 'Contractor'.

**PNM Customer in Good Standing (Initial):**

I certify that my company is current (no more than 45 days in arrears) on its PNM electricity bills.

**Access Agreement (Initial):**

As a participating Customer, I agree to allow Contractor access to my facility for the purpose of conducting site inspections or equipment installations. I will allow, if requested, a representative from PNM or any authorized subcontractor access to my property to verify the installed product, including inspections for measurement and evaluation purposes unrelated to approval of incentive payments.

**Liability (Initial):**

I waive any and all claims and potential claims against PNM, DNV GL Energy Services USA, Inc., and their respective officers, directors, agents, employees, successors and assigns for any loss or liability caused by the Contractor or persons for which the Contractor is responsible associated with the Quick Saver™ Program or arising out of my participation in the Program.



# PNM Quick Saver™ Program Participation Agreement



Date Stamp: 11/29/2017  
Facility Name: Rallyard Muninpal Garage  
Facility Address: 503 Camino De La Familia, Santa Fe, NM, 87501  
Proposal No: 17115-2

## Lighting Summary Table

Item #	Location	Qty.	Existing Description	Replacement Description	Circls. Qty.	Op. Hrs/Wk	% Lumen Change	Estimated Annual Savings (\$)	Total Cost
1	Garage	205	150 Watt Metal Halide	56W LED Fixture	0	168	-71	\$23,997.79	\$84,212.10
2	Garage	38	100 Watt Metal Halide	16W LED Lamp	0	168	-89	\$3,718.04	\$1,544.70

PNM Quick Saver™ Program  
320 Gold Ave. SW, Suite 600  
Albuquerque, NM 87102  
Phone: (505) 938-9400  
Fax: 1(505) 938-9401  
Email: [Energyefficiency@PNM.com](mailto:Energyefficiency@PNM.com)  
website: [www.pnmenergyefficiency.com](http://www.pnmenergyefficiency.com)

**Contractor Contact Information**  
Facility Solutions Group  
7209 Jefferson NE  
Albuquerque, NM, 87109  
505-345-7951 x1 Phone  
[billy.ramirez@fsqi.com](mailto:billy.ramirez@fsqi.com)

For Small Business Solutions Program use only: Eligible: ☐ Yes ☐ No Verified By: \_\_\_\_\_ Method: Bill, List, Other: \_\_\_\_\_

# **PNM Quick Saver™ Program Participation Agreement**



Date Stamp: 11/29/2017  
Facility Name: Railyard Muninipal Garage  
Facility Address: 503 Camino De La Familia, Santa Fe, NM, 87501  
Proposal No: 17115-2

## **Terms and Conditions of the Quick Saver Program**

This Agreement is by and among DNV GL Energy Services USA, Inc. ("DNVGL"), the participating business customer ("Customer"), and the contractor signing below ("Contractor"). DNVGL Contractor and Customer may be referred to in this Agreement individually as "Party", and collectively as "Parties". This Agreement confirms Customer's desire to participate in the Quick Saver™ Program ("Program") offered by Public Service Company of New Mexico ("PNM") and administered by DNVGL, to replace or improve existing equipment currently in use at Customer's address ("Facility") specified in this Agreement. In consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

**1. Term.** This Agreement shall become effective on the date written on page 1 of this Agreement and shall remain in effect until the earliest of: (a) six months from the effective date; (b) the date Program funds are no longer available for any reason; or (c) upon termination by any Party. Customer shall have the right to terminate this Agreement at any time up until the time the energy efficiency equipment ("Equipment") is installed at the Facility.

**2. Eligibility.** Customer is eligible to participate in the Program only if Customer is a business actively receiving electric service from PNM, the Facility is located within the PNM service territory, and the Facility has a maximum monthly peak demand of 100 kW or less per meter based on the last 12 months of billing history.

**3. Limited Funding.** The Program has limited funding. Participating customers will be served on a first-come, first-served basis until allocated funds are depleted. If funds are available, the incentive for installation of the Equipment ("Project") will be reserved once this completed Agreement has been received by DNVGL.

**4. Energy Assessment.** Customer understands that DNVGL or Contractor will perform a no-cost energy assessment at the Facility. Monitoring devices or equipment may be temporarily installed at the Facility as part of the energy assessment and/or as part of Program evaluation after the Equipment is installed. Customer has no ownership in any such monitoring equipment. Participation in this free assessment does not obligate Customer to participate in the Program or any other utility programs.

**5. Costs; Energy Savings.** The Total Project cost, Total Incentive, Total Customer Payment, and projected savings (Total annual kWh savings) are based on the Summary of Recommendations listed on page 2 of this Agreement. Actual costs may vary if the scope of work changes. Customer will have the opportunity to approve any cost or other changes. Customer agrees to provide necessary Project documentation to DNVGL including, but not limited to, utility bill data and other data needed to quantify potential energy savings. Payment of incentives or any other actions taken by PNM or DNVGL are not intended to be, and shall not constitute, guarantees of any energy savings results.

**6. Contractor's Responsibilities.** Contractor is solely responsible for the work performed under this Agreement. The Contractor's responsibilities include:

- Material procurement and installation (serves as the General Contractor for assigned Projects);
- Hazardous waste disposal and required documentation, and removal and disposal of Equipment and materials retrofit or replaced as part of the Project;
- Resolving any customer complaints or failed inspection items within 14 calendar days;
- Submitting required documentation (including invoices and material specification sheets, if requested);
- Collecting residual payment from Customer; and
- Providing the following warranties for work performed in the Program:
  - i. 1 year labor
  - ii. Manufacturer's warranty on Equipment installed as follows:
    - 1 year - Compact fluorescent lamps and adaptors
    - 3 years - Fluorescent tube lamps
    - 5 years - Electronic ballasts
    - 5 years - LED Fixtures
    - 10 years - Reflectors
    - 2 years - Occupancy sensors and photocells
    - 5 years - Exit signs
    - 2 years - Electronically Commutated Motors (ECMs)
    - 2 years - Refrigeration motor controls
    - 2 years - Anti-Sweat Heater (ASH) Controls
    - 2 years - LED Lamps
- Maintaining a New Mexico contractor's license and all other New Mexico and local licenses required to perform the work under the Agreement.
- Contractor represents and warrants that Contractor, its agents, employees and any other person(s) for whom Contractor may be liable carries insurance as required under the Quick Saver™ Program Contractor Application & Agreement.

# **PNM Quick Saver™ Program Participation Agreement**



Date Stamp: 11/29/2017  
Facility Name: Railyard Muninipal Garage  
Facility Address: 503 Camino De La Familia, Santa Fe, NM, 87501  
Proposal No: 17115-2

**7. Installation and Payment.** It is anticipated that the Project will be completed within approximately six months. Incentives will be paid on retrofit Projects only, and the incentive amount cannot exceed the purchase price. Payment of incentives is strictly subject to verification of work completed in accordance with the Program rules. Customer or Contractor must submit the following proof of purchase upon request: Equipment vendor's name, address, and phone; itemized listing of products including quantity; product invoice paid or payment terms; and installation date. Customer agrees to allow representatives of DNVGL, Contractor or PNM reasonable access to the Facility to verify the Equipment has been installed. Customer shall pay Contractor for the residual amount of Project costs not covered by the incentive (Total Customer Payment shown on page 1) upon completion of Project, unless other arrangements have been made between Customer and Contractor. Submission of this Agreement does not guarantee receipt of incentives.

**8. Pre-Existing Site Conditions.** Customer will not hold the Program, DNVGL, PNM, Contractor, or their respective officers, directors, employees, agents, successors or assigns, responsible for any pre-existing conditions at the Facility, including, but not limited to, toxic or hazardous materials found at the Facility, roof leaks or other structural problems.

**9. Taxes.** Incentives may be taxable and if over \$600, will be reported to the IRS by the Program unless Customer indicated on page 1 that it is exempt or is a corporation. Customer understands that it should consult its tax advisor concerning the taxability of incentives. Customer is responsible for any taxes that may be imposed as a result of the receipt of incentives from this Program.

**10. Discrepancies.** Contractor is solely responsible for checking the Equipment specifications to ensure that all requirements are met. DNVGL reserves the right to require correction of discrepancies and/or disapprove and reduce the incentive payment if the Program rules are not followed or if work completed by the Contractor is materially different than what was contained on the Participation Agreement or Change Order, whichever is most current. If DNVGL finds material discrepancy(ies) between the work performed and the Change order, it will allow the Contractor 14 calendar days from the time of notification to remove the discrepancy(ies) in a manner acceptable to the Program and the Customer.

**11. Program Rules.** The Program may be modified or terminated at any time without advance notice. The Program will enforce Program rules, such as minimum equipment standards, installation standards, disclosure requirements and required forms and documentation. A copy of these written rules (Policies and Procedures) will be available for downloading from the Program website at [www.pnmenergyefficiency.com](http://www.pnmenergyefficiency.com). DNVGL reserves the right to modify the Program rules as it sees necessary. The Program rules that are in place at the time that Customer signs this Agreement and/or Change Order, whichever is most current, will apply to that Project.

**12. Professional Standards.** DNVGL and Contractor shall perform their respective services in accordance with applicable professional standards and must abide by the specified implementation requirements while performing work for the Project.

**13. Compliance with Laws; Safety.** DNVGL and Contractor shall comply with all applicable federal, state and municipal laws, ordinances, codes, acts, statutes, rules, orders, and regulations which apply to its actions at the Facility or to the Project. Contractor shall ensure that all work is performed in compliance with reasonable safety and work practices and applicable federal, state and local laws, rules and regulations.

**14. Equipment Operation and Maintenance.** Operation and any required maintenance, repair or replacement of the Equipment will be the sole responsibility, and at the expense, of Customer. If any Equipment becomes defective or fails to operate properly, Customer agrees to repair the Equipment in such a manner as to maintain or exceed its original energy efficiency rating or to replace such Equipment with Equipment that has equal or higher efficiency ratings. THE PROGRAM, DNVGL, AND PNM MAKE NO, AND HEREBY DISCLAIM ANY AND ALL, IMPLIED OR EXPRESS WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SHALL NOT BE RESPONSIBLE FOR ANY REPRESENTATION OR PROMISE WITH RESPECT TO THE EQUIPMENT, MATERIALS OR LABOR REQUIRED OR THE INSTALLATION OF THE EQUIPMENT AT THE FACILITY, OR THE COST OF SUCH EQUIPMENT, MATERIALS AND LABOR, OR ANY ENERGY SAVINGS THAT MAY ACCRUE FROM THE INSTALLATION OF SUCH EQUIPMENT. Further, neither the Program, DNVGL, nor PNM assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any data, information, method, product or process disclosed in this Agreement, or represents that its use will not infringe any privately-owned rights, including, but not limited to, patents, trademarks, or copyrights.

**15. PNM Name.** Customer agrees not to use the names, identifying characteristics, logo, service mark or trademark of PNM for published Project reports, advertising, sales promotion or other publicity without the written approval from PNM

**16. Disclaimer and Indemnity.** Customer acknowledges and agrees that it is voluntarily participating in the Program. Customer further acknowledges and agrees that PNM and DNVGL assume no liability for Customer's decision to enter into this Agreement, for the Equipment to be installed at the Facility, or for any disputes arising out of repair or replacement of the Equipment installed under this Agreement. Further, as part of the consideration for this Agreement, Customer hereby releases and shall indemnify, hold harmless and defend DNVGL and PNM, together with any and all of their respective officers, directors, employees, agents, successors and assigns, from any and all claims, losses, harm, costs, liabilities, damages and expenses (including attorneys' fees) of any nature whatsoever, or allegations thereof, arising directly or indirectly out of or in any way connected with the act, omission, fault or negligence of Customer, except to the extent that any such claims, losses, harm, costs, liabilities, damages and expenses arise as a result of the respective gross negligence or willful misconduct of DNVGL or PNM. Customer assumes responsibility for incidental, or consequential damages for its own negligence, including responsibility for the negligence of its employees, contractors, subcontractors, and agents and for the claims of third parties resulting from such negligence. The liability of DNVGL and PNM for any claim whatsoever shall not exceed the total amount of payments under this Agreement.

**17. Property Owner's Permission.** If a tenant, Customer is responsible for obtaining the property owner's permission to install the Equipment for

## ***PNM Quick Saver™ Program Participation Agreement***



Date Stamp: 11/29/2017  
Facility Name: Railyard Muninipal Garage  
Facility Address: 503 Camino De La Familia, Santa Fe, NM, 87501  
Proposal No: 17115-2

which the Customer is applying for an incentive payment. By signing this Agreement, Customer represents that Customer has obtained such permission.

**18. Mutual Indemnification.** Customer and Contractor shall indemnify the other for any losses or damages except to the extent that the losses or damages arise from a Party's sole negligence or willful misconduct.

**19. Life of Equipment.** Customer agrees that it will continue using the installed Equipment for the life of the Equipment or for five (5) years, whichever is less. If Customer does not provide this benefit, Customer shall refund a prorated amount of the installation cost, depending on the period of time that Customer provided the related energy efficiency benefits.

**20. Program Process.** Customer understands that the Program process consists of the following steps:

- A Program Approved Contractor will conduct an on-site assessment.
- A Program Approved Contractor will present Customer with one or more version of the Participation Agreement (the Agreement). Customer will read through the Agreement and if Customer decides to participate in the Program, Customer will initial and sign the Agreement. Contractor will sign the Agreement.
- Contractor will submit the Agreement to the Program team. The Program team will verify Customer's eligibility, and if eligible, will sign the Agreement.
- The Program team will provide Customer with a copy of the signed Agreement.
- The Program may conduct a Pre-Inspection to verify existing equipment types and quantities. If significant errors or inaccuracies are identified by the Program inspector, a new Agreement may need to be signed by Customer and Contractor.
- Contractor will install the Equipment at the Facility.
- Customer and Contractor will sign the Project Completion Form.
- Contractor will submit the Project Completion form to the Program team.
- The Program team may conduct a post-installation inspection to verify the installed Equipment. If no issues are identified during the Post Inspection, the Program team will send Customer and Contractor a "Notification of Payment" and will issue the incentive to Contractor.
- For purposes of evaluating the overall effectiveness of the Program, a Measurement and Verification Contractor may perform inspections and measurements after the Project is installed.

**21. Promotional Materials.** Customer understands that it may be recognized as a Program participant in promotional materials; however, specific Project details will not be released without Customer's prior consent. If Customer chooses to opt out of any recognition, Customer will notify the Program in writing.

**22. Environmental Credits.** Any and all environmental credits and attributes generated by the Project described in this Agreement will be retained by PNM.

**23. Assignment.** This Agreement will inure to the benefit of and be binding upon the successors and assigns of the respective Parties. No assignment or transfer by either Party shall be made without the prior written approval of the other Party, except for a transfer to a parent, subsidiary or affiliate of such Party, and such approval shall not be unreasonably withheld.

**24. Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of New Mexico, excluding any choice of law rules.

**25. Attorney's Fees.** If any action is brought to enforce this Agreement, each party shall be responsible for its own attorney's fees.

# PNM Quick Saver™ Program Participation Agreement



Date Stamp: 11/29/2017  
Facility Name: Railyard Muninipal Garage  
Facility Address: 503 Camino De La Familia, Santa Fe, NM, 87501  
Proposal No: 17115-2

## Pre-existing Conditions Waiver (Customer Initials Required: Only Initial One)

I am aware that the following pre-existing conditions are present at my facility that may reduce the efficiency and/or functionality of the proposed measures:

*AC* This is not applicable for my facility.

## Operating Hours Waiver (Customer Initials Required: Only Initial One)

*AC* I have reviewed the operating hours, as listed in the Lighting Summary table, and have verified that they are accurate as listed.

This proposal is for Refrigeration only and therefore not applicable for my facility.

## AGREED AND ACCEPTED:

*X* *NOEL P. CORREIA* (print name) am authorized to sign this Agreement on behalf of the Facility, Customer and Facility Owner. I have read this Agreement and hereby agree to its terms.

*X* *[Signature]*  
Decision Maker Signature

*NOEL P. CORREIA PARKING DIV. DIRECTOR*  
Print Name and Title

*12/07/17*  
Date

*X* *NPCORREIA@CI.SANTA-FE.NM.US*  
Decision Maker Email Address (Required)

*X* *[Signature]*  
Contractor Signature

*Billy Quintana*  
Print Name and Title

*11/29/2017*  
Date

DNV GL Energy Services USA, Inc. Signature

Print Name and Title

Date

I prefer all my PNM Quick Saver Program documents by email (quick and paperless)

*X* I prefer all my PNM Quick Saver Program documents by mail (USPS delivery, 7-10 days)