

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Bruckner Truck Sales, 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 the following:

A. Provide supplies, parts or services to repair heavy equipment or heavy trucks, including but not limited to supply's, preventive maintenance, mechanical repairs, parts procurement, component/attachment repairs, materials and/or labor on highway and off road light automotive, light trucks, heavy equipment or heavy trucks, as requested.

B. Contractor shall provide services on brands/types of equipment and trucks they service including supplies or parts the cost of these services shall be described in Exhibit "A" attached hereto and incorporated herein.

C. Contractor shall ensure that all work being performed be professionally diagnosed and a City purchase order is in place prior to any work performed.

D. All Repairs and/or adjustments shall be performed by factory trained representative, certified technicians or certified welders.

E. All repairs shall be completed within fifteen (15) working days after receipt of vehicle or equipment and purchase orders. For large repairs or unforeseen

circumstances this period may be extended by an authorized City of Santa Fe representative. The City representative will not unreasonably deny such extension.

F. Parts and materials must be new and conform to the original manufacturer's specifications, unless otherwise approved by the user. Any part removed are the property of the City and shall be returned after each repair upon user request unless replacement part price is predicated upon redeemable core with the part replaced.

G. Contractors shall provide an estimate for the needed repairs. Such estimate shall be provided at no charge if such estimate can be performed without excessive teardown time. Estimates which require teardown must have prior authorization including a City issued Purchase Order prior to commencing teardown.

H. All repairs or services, which requires fluid (Motor oil, coolant, transmission, hydraulic, differential) drainage/replacement, must be replaced with fluids compatible to City shop brands. Reusing of used fluids is not acceptable. All charges including environmental disposal cost or any other cost must be included within the pricing sheet marked as Exhibit "A" and incorporated as part of this agreement.

I. All invoices shall have the following referenced within the invoice including but not limited to; unit number, Make/Model, vehicle millage and hours. Labor hours, total cost of labor, parts with description and cost, any environmental disposal, labor tax and any other costs. All service cost must be included within the pricing marked as Exhibit "A" and incorporated as part of this agreement.

J. Twelve (12) months warranty, twelve thousand (12,000) miles or two hundred fifty (250) hours warranty is required on engines, transmissions and differentials. All other components and parts shall have a warranty of ninety (90) days or

Manufacturer's standard warranty or Manufacturer's standard warranty on repairs completed including travel cost associated therewith on a service call backs.

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 of six hundred sixty thousand dollars (\$660,000) plus applicable gross receipts taxes as described in Exhibit "A" attached hereto and incorporated herein. It is understood that no guarantee or warranty is made or implied by the City, his/her designee or the user that any order for any definite quantity will be issued under this Professional Service Agreement. The Contractor is required to accept the order and furnish the items in accordance with Exhibit "A" attached and incorporated herein

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, approval and acceptance 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 the Contractor, whichever occurs last, and shall terminate on December 30, 2021 unless terminated sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor upon 60 days written notice to either the Contractor or the City.

(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, therefore 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, 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:
Lawrence Garcia
Environmental Services Division
1142 Siler Road
Santa Fe, NM 87507

Contractor:
Bruckner Truck Sales, Inc.
Evan Smith
8101 Daytona Rd. NE
Albuquerque, NM 87121

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

CITY OF SANTA FE:

CONTRACTOR:


JAVIER M. GONZALES, MAYOR

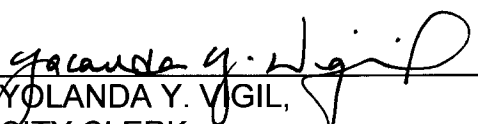
See attached
EVAN SMITH / GENERAL MANAGER

DATE: 2/28/18

DATE: _____

CRS# 02-282902-00-4
City of Santa Fe Business
Registration 17-00147196

ATTEST:


YOLANDA Y. VIGIL,
CITY CLERK
CC mtg. 2/28/18

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CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL,
CITY CLERK

cc mtg. 2/28/18

CONTRACTOR:



EVAN SMITH / GENERAL MANAGER

DATE: 3/23/18

CRS# 02-282902-00-4
City of Santa Fe Business
Registration 17-00147196

APPROVED AS TO FORM:

 11/21
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 1/4/18
ADAM K. JOHNSON, FINANCE DIRECTOR

Business Units 52251, 52254, 52255, 52262, 52265, 62220, 52403 and 12117
Line Items 520400, 520500, 530200, 520550, 570500 and 530850

Exhibit A

Consist of Pages numbered 13 – 20

TECHNICAL SPECIFICATIONS

a) Organizational Experience

Offeror must answer the following questions:

Questions	Answers
List number of years in business:	85 Years
List number of years of experience for the following Owners(s); Technician(s) (if applicable)	Current Generation - 25 Years Technician Average - 8 Years
List types of certifications required and held by your organization	*Certified Volvo/Mack Uptime Center w/ Master Technicians *Numerous ASE Certifications
List any affiliations or associations (AAA, NAPA, Parts plus, etc.).	Authorized Parts & Service Dealer For: MACK * VOLVO * AUTOCAR * HINO * ISUZU * ALLISON * CUMMINS

b) Organizational References

Offeror must provide a minimum of three (3) references from private, state or local government clients within the last three years. Offeror shall submit the following Business Reference information as part of Offer:

User agency/private customers	Answers
Service Provided (oil changes, tire rotation, engine repair, transmission repairs, parts, towing, etc.)	1. NMDOT District 5 2. City of Gallup 3. Advanced Chemical Transport
Fleet Manager/private customer contact name, telephone number, fax number and e-mail address	1. NMDOT District 5 - Jerry Ortiz 505-257-8304 jerry.ortiz@state.nm.us 2. City of Gallup - James Saucedo 505-863-1236 jsaucedo@gallupnm.gov 3. Advanced Chemical Transport - Russ Cowperthwaite 209-205-0105 rcowperthwaite@actenviro.com

c) **Mandatory Specifications**

I. Check which categories you service and add any that are not listed:

- ☒ Parts
- ☐ Supplies
- ☒ Advance diagnostics
- ☐ Body Work/Painting
- ☒ Brakes
- ☐ CNG Maintenance/Repairs
- ☒ Diesel Repairs
- ☒ Electronic/Electrical Services
- ☐ Engine Performance
- ☒ Engine Repairs
- ☒ Exhaust and Emissions Systems
- ☐ Frontend Alignment
- ☐ 4 Wheel Alignment
- ☒ Fuel Systems
- ☒ Heating and Cooling
- ☐ Electric Hybrid Maintenance/Repair
- ☐ On-site Preventative Maintenance
- ☐ Oil Changes
- ☒ Suspension & Steering
- ☐ Tire Rotation/Tire Repair
- ☐ Tires
- ☐ Towing
- ☒ Transmission Repair Manual/Automatic
- ☐ Generators
- ☐ Yellow Equipment Maintenance/Repairs/Parts

II. Answer all questions. Mark "No" if it does not apply.

Question	Answer
What are your hours of operation	M-F 7:30AM - Midnight Saturday 8:00AM - 4:00PM
Do you offer after hours services? If "yes" list the hours and a phone number to be used after hours.	NO
Do you offer emergency services? If "yes" list the types.	NO
Do you offer warranties on services and/or parts? If "yes" Describe the warranties offered.	Yes, based on the warranty offered based on the manufacturer of the parts

COST RESPONSE FORM

Please list out the charges for each of the listed categories, such as, if you charge a flat rate for oil changes or if you charge per part. Please add any cost which is not listed, such as on site services, travel cost, on site preventative maintenance program and cost amounts for different types of services, etc. Must be able to justify the fees listed.

Description	Type	Unit (Please list if price is based on an each, hourly or flat rate	Cost for Item
Advanced Diagnostics, Gasoline	NO BID		
Advanced Diagnostics, Diesel	MACK - VOLVO - HINO - ISUZU - CUMMINS	HOURLY	\$149
Body Work Painting	NO BID		
Brakes, Class "C" Vehicles	NO BID		
Brakes, Class "D" vehicles	AIR DRUM - AIR DISC	HOURLY	\$149
CNG Maintenance/Repairs	CUMMINS WESTPORT ENGINES	HOURLY	\$149
Electronic & Electrical system, Class "C" vehicle	NO BID		
Electronic & Electrical system, Class "D" vehicles	MACK - VOLVO - HINO - ISUZU - CUMMINS	HOURLY	\$149
Engine Performance, Diesel	MACK - VOLVO - HINO - ISUZU - CUMMINS	HOURLY	\$149
Engine Performance Class "C" vehicle	NO BID		
Engine Performance Class "D" vehicle	MACK - VOLVO - HINO - ISUZU - CUMMINS	HOURLY	\$149
Engine Repair Class "C" vehicle (Gasoline)	NO BID		
Engine Repair, Class "D" vehicle (Diesel)	MACK - VOLVO - HINO - ISUZU - CUMMINS	HOURLY	\$149
Exhaust and Emissions system, Gasoline	NO BID		
Exhaust and Emissions systems, Diesel	Normal Repair	HOURLY	\$149
	Manuel Regen to clean exhaust due to extensive idle time	HOURLY	\$149
Frontend Alignment	NO BID		

Frontend Alignment, 4	NO BID		
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wheel drive vehicles	NO BID		
Fuel System Gasoline	NO BID		
Fuel Systems, Diesel	Fuel System	HOURLY	\$149
	Bleed or Regen	HOURLY	\$149
	Diesel drain fuel water separator	HOURLY	\$149
Hazardous Material Disposal	NO BID		
Heating & cooling	MACK-VOLVO-HINO-ISUZU-AUTOCAR	HOURLY	\$149
Labor Rate for services that are not a flat rate	GENERAL	HOURLY	\$149
Hybrid Maintenance/Repair	NO BID		
NO BID Oil Changes/Lubrications	4 Cylinder	Flat Rate	
	V-6 (up to 6 quarts)	Flat Rate	
	V-8 (up to 8 quarts)	Flat Rate	
	V-8 (up to 15 quarts)	Flat Rate	
	V-10 (up to 8 quarts)	Flat Rate	
	Quart of oil gasoline		
	Quart of Low Ash oil CNG		
	Quart of oil Diesel		
	Oil Filter, Gas		
	Oil Filter, Diesel		
	Oil Filter, CNG		
	Air Filter, Gas		
	Air Filter, Diesel		
	Air Filter, CNG		
	Top off DEF exhaust fluid per gallon		
	Labor Rate (if not using a flat rate)	Hourly	
	Misc. Fees: List out		

Other charges not listed above: (Any other parts needed for an oil change/lubrications not included in a flat rate)			
Parts/Tools	Discount off list or Manufacturers price	Percent Discount	% 10
	Or Flat rate markup from list price (No percentages allowed)	\$0.01 - \$1.00	
		\$1.01 - \$10.00	
		\$10.01 - \$50.00	
		\$50.01-\$150.00	
		\$150.01-\$350.00	
		\$351.00-\$750.00	
		\$750.01 - \$1,500.00	
		\$1,500.01 - \$2,500.00	
		\$2,500.00 or more	
NO BID Service mileage package, flat rate (List any additional items or delete items in the package)	Up to 5 quarts of oil, oil filter, air filter, cabin filter and tire rotation		
	Up to 7 quarts of oil, oil filter, air filter, cabin filter and tire rotation		
	Up to 15 quarts of oil, oil filter, air filter, cabin filter transmission fluid and filter and coolant		
	Up to 5 quarts of oil, oil filter, air filter, cabin filter and tire rotation, serpentine belt, transmission fluid and filter and coolant		
	Up to 7 quarts of oil, oil filter, air filter, cabin filter, tire rotation, transmission fluid and filter and coolant and needed fluids for differential and t-case service		
	Up to 15 quarts of oil, oil filter, air filter, cabin filter Up to 15 quarts of oil, oil filter, air filter, cabin filter		

	transmission fluid and filter and coolant and needed fluids for differential and t-case service		
Description	Type	Unit Price	Cost
Suspension & Steering	CLASS D - AIR & MECHANICAL	HOURLY	\$149
Tires (Provide Additional sheet if required)			
<p>No Bid Tire (Service Only) Please add any services not listed</p>	Tire Rotation (Passenger Vehicle)		
	Mount and Balance (Passenger Vehicle)		
	Tire Repair and Flat Repair (Passenger Vehicle)		
	R&R Large truck tire (steer)		
	R&R Large truck tire (rear outside)		
	R&R Large truck tires (rear inside tire)		
	Valve Stem repair and replace		

<p>No Bid Towing</p>	<p>Flat rate all-inclusive to tow a vehicle both passenger vehicle and Class D large vehicles.</p> <p>Please indicate which vehicles your company can legally tow.</p> <p>List out the rates for the different size of towing capacity</p>	0-50 miles tow	
		0-50 lock-out	
		0-50 miles fuel	
		0-50 miles battery/charge	
		0-50 miles, tire change	
		51-150 miles tow	
		51-150 lock-out	
		51-150 miles fuel	
		51-150 miles battery/charge	
		51-150 miles, tire change	
		151-350 miles tow	
		151-350 lock-out	
		151-350 miles fuel	
		151-350 miles battery/charge	
		151-350 miles, tire change	
		351 or more miles tow	
		351 or more lock-out	
		351 or more miles fuel	
		351 or more miles battery/charge	
		351 or more miles, tire change	
Transmission Repairs (Hourly Rate)	Automatic	HOURLY	\$149
	Manuel	HOURLY	\$149
Upholstering	NO BID		

List any other services or charges not listed above, please provide listing and costs that your company could provide the City of Santa Fe;

[illegible]