

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 Cooperative Education Services (CES) / Robert Cohen Company, LLC (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 services for the City :

- A. The contractor shall provide professional MFMA Certified hardwood floors installations and repairs at the Fort Marcy Recreation Complex.
- B. See attached proposal marked exhibit "A" attached hereto and made a part thereof from CES/Robert Cohen Company, LLC to include the following, but is not necessarily inclusive to the items listed below:

- 1) Grind and fill as needed to level and prep existing Mondo floor for installation of new hardwood floor.
- 2) Demo and dispose of racquetball flooring in west court. Prep floor for new system. Adjust door as needed. Owner has the right to salvage the wood.
- 3) Furnish and install approximately 6,336 square feet of Aacer Scissor Loc II hardwood flooring system with MFMA certified 25/32" x 2-1/4" Second and Better Grade strip maple flooring in Gym.
- 4) Furnish and install approximately 800 square feet of Aacer Aacerfast hardwood flooring system with MFMA certified 25/32" x 2-1/4" Second and Better Grade strip maple flooring in west Racquetball Court. System height is 1-3/8".
- 5) Sand to bare wood and refinish east racquetball court.

- 6) Game line striping for basketball, volleyball, two side pickleball courts, and two racquetball courts.
- 7) Remove and reinstall bleachers on new hardwood floor.
- 8) Adjust backstop heights.
- 9) Furnish and install new volleyball cover plates into new hardwood floor.
- 10) Furnish and install new SafePath pre-molded ADA ramps at doorways as shown on Gym Floor Schematic Plan dated 4-27-18.
- 11) New vented cove base at perimeter of gym. Cork expansion material at perimeter of racquetball court.'
- 12) Prevailing wage.
- 13) 100% payment and performance bonds.
- 14) Clean-up and incidentals for complete work. Clean up all construction debris daily and properly dispose off-site.
- 15) Secure any building permits and final inspections.
- 16) Working hours will be during normal business hours on agreed upon weekdays.

C. See attached plan marked exhibit "B", which shows the agreed upon layout for the new floors and SafePath ramps that shall be installed.

D. See attached plan marked exhibit "C", which shows the agreed upon floor layout and striping that shall be installed.

E. See the attached specification sheet marked exhibit "D" which shows the specifications for the 2.5" AacerFast floor that shall be installed in the Fort Marcy Gym.

F. See the attached specification sheet marked exhibit "E" which shows the specifications for the 1-3/8" AacerFast floor that shall be installed in the Fort Marcy West Racquetball Court.

G. See the attached specification sheet marked exhibit "F" which shows the specifications for the SafePath ramps that shall be installed in the Fort Marcy Gym.

H. See the attached Cooperative Education Service (CES) documentation marked exhibit "H".

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 One-Hundred and Four Thousand, Nine-Hundred and Twenty-One Dollars and Sixty-Six Cents (\$104,921.66), inclusive 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, 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 June 30, 2019 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, 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:
PO Box 909
Santa Fe, NM 87505

Contractor – CES/Robert Cohen Company, LLC
1311 Cuesta Abajo Ct. NE Ste B
Albuquerque, NM 87113

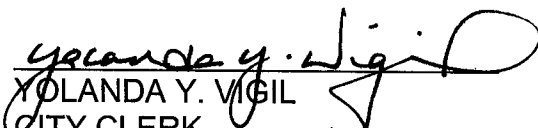
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: 6/18/18

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
cc mtg. 6/13/18


APPROVED AS TO FORM:

 5/11
GENO ZAMORA
INTERIM CITY ATTORNEY

APPROVED:


KENT DEYOUNG
INTERIM FINANCE DIRECTOR

CONTRACTOR:
Robert Cohen Co. LLC.


ROBERT J. COHEN, MANAGING
MEMBER

DATE: 6/15/18

CRS# 02360401008
City of Santa Fe Business
Registration # 18-00139237

Business Unit Line Item: 32125.572970



MFMA Certified Hardwood Floor Contractors

1311 Cuesta Abajo Ct. NE, Ste B
Albuquerque, New Mexico 87113
Toll Free 877-395-1978 Fax 505-243-2975
NM License 61317 GB-98, GF-05
www.sport-surfaces.com

May 2, 2018

Sam Burnett
Public Works Department Facilities Division
City of Santa Fe
PO Box 909
Santa Fe, NM 87501

Re: Ft. Marcy Par Recreation Center
Gym Floor Replacement

Dear Mr. Burnett:

We will furnish the material, labor and equipment for the complete work to install an Aacer Scissor-Loc II hardwood flooring system in the Ft. Marcy Park Recreation Center Gym, an AacerFast 1-3/8" racquetball flooring system in the west racquetball court, and sand and refinish the east racquetball court.

Included in the work is:

1. Grind and fill as needed to level and prep existing Mondo floor for installation of new hardwood floor.
2. Demo and dispose of racquetball flooring in west court. Prep floor for new system. Adjust door as needed. Owner has the right to salvage the wood.
3. Furnish and install approximately 6,336 square feet of Aacer Scissor Loc II hardwood flooring system with MFMA certified 25/32" x 2-1/4" Second and Better Grade strip maple flooring in Gym.
4. Furnish and install approximately 800 square feet of Aacer Aacerfast hardwood flooring system with MFMA certified 25/32" x 2-1/4" Second and Better Grade strip maple flooring in west Racquetball Court. System height is 1-3/8".
5. Sand to bare wood and refinish east racquetball court.
6. Game line striping for basketball, volleyball, two side pickleball courts, and two racquetball courts.
7. Remove and reinstall bleachers on new hardwood floor.
8. Adjust backstop heights.
9. Furnish and install new volleyball cover plates into new hardwood floor.
10. Furnish and install new SafePath pre-molded ADA ramps at doorways as shown on Gym Floor Schematic Plan dated 4-27-18.
11. New vented cove base at perimeter of gym. Cork expansion material at perimeter of racquetball
12. Clean-up and incidentals for complete work.

14. Prevailing wage.

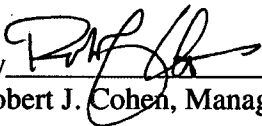
15. 100% payment and performance bonds.

The cost for the work through CES contract #17-08CN-A131-ALL is:

CES #17-08CN-A131-ALL					
CES Part #	Description	Qty	Unit	Price	Total
126	Scissor-Loc II (Gym)	6,336	Sq. Ft.	\$ 11.99	\$ 75,968.64
172	Aacer Fast (West Racquetball)	800	Sq. Ft.	\$ 11.90	\$ 9,520.00
309	Sand & Finish (East Racquetball)	800	Sq. Ft.	\$ 2.26	\$ 1,808.00
216	Vented Cove Base	324	Lin. Ft.	\$ 8.99	\$ 2,912.76
317	SafePath Ramps	66	Lin. Ft.	\$ 62.40	\$ 4,118.40
327	Basketball Court Lines	1	Ea.	\$ 250.00	\$ 250.00
329	Volleyball Court Lines	1	Ea.	\$ 200.00	\$ 200.00
328	Pickleball Court Lines	2	Ea.	\$ 200.00	\$ 400.00
320	Volleyball Cover Plates	2	Ea.	\$ 75.00	\$ 150.00
	Sub-Total				\$ 95,327.80
	Bond			1.5%	\$ 1,429.92
	NMGRT			8.4375%	\$ 8,163.93
					\$ 104,921.66

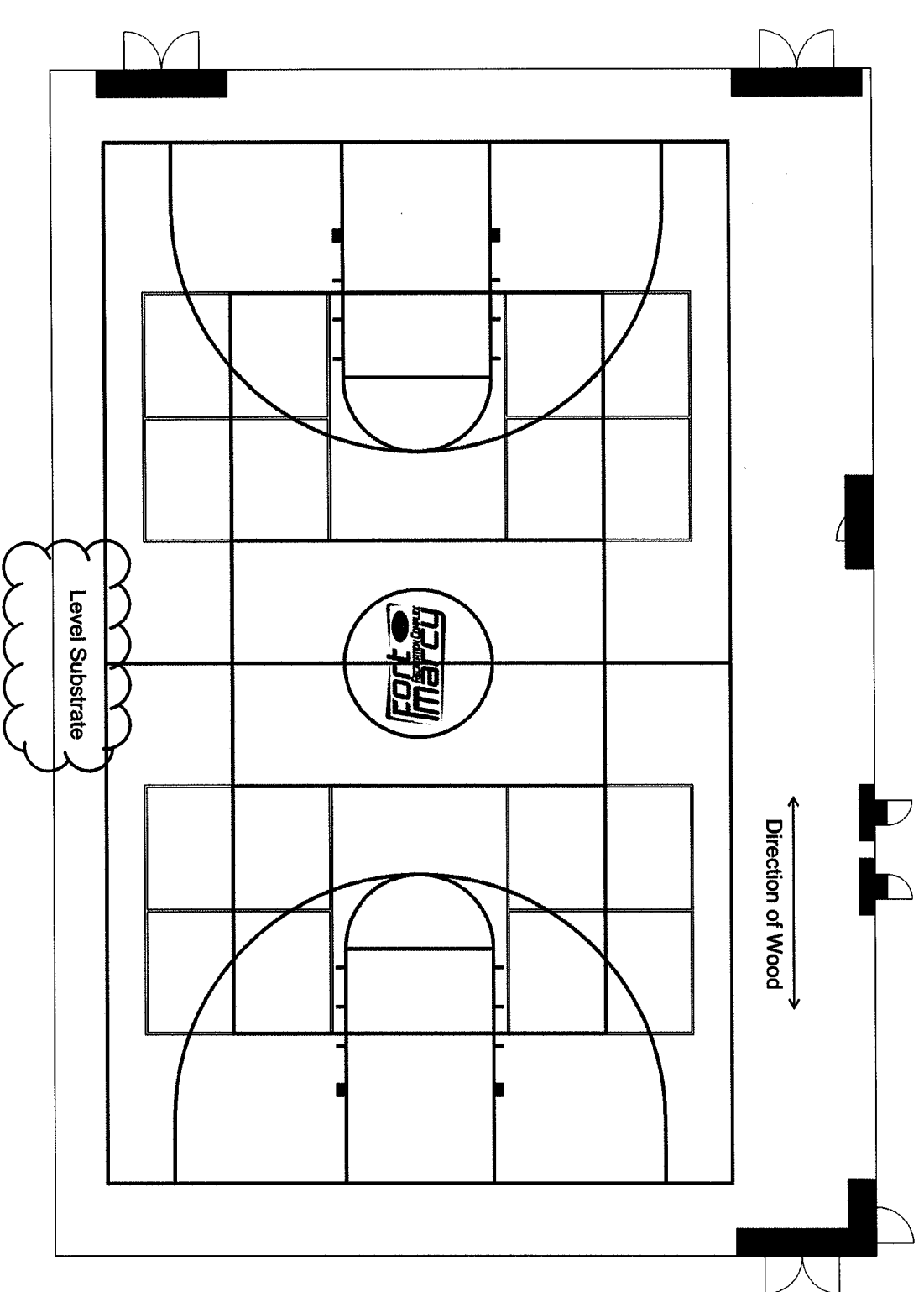
Yours truly

ROBERT COHEN CO., LLC

By 
Robert J. Cohen, Managing Member

SCALE: 1/16" = 1'

Ft. Marcy Layout



3/4" Maple
1x6 - 2 layers
1/4" Closed Cell Foam
Mondo

Basketball - 84' x 50' - Black
Volleyball - 60' x 30' - Red
Pickleball - 44' x 20' - Yellow

SafePath premolded
ADA Ramp 1:12



April 11, 2018

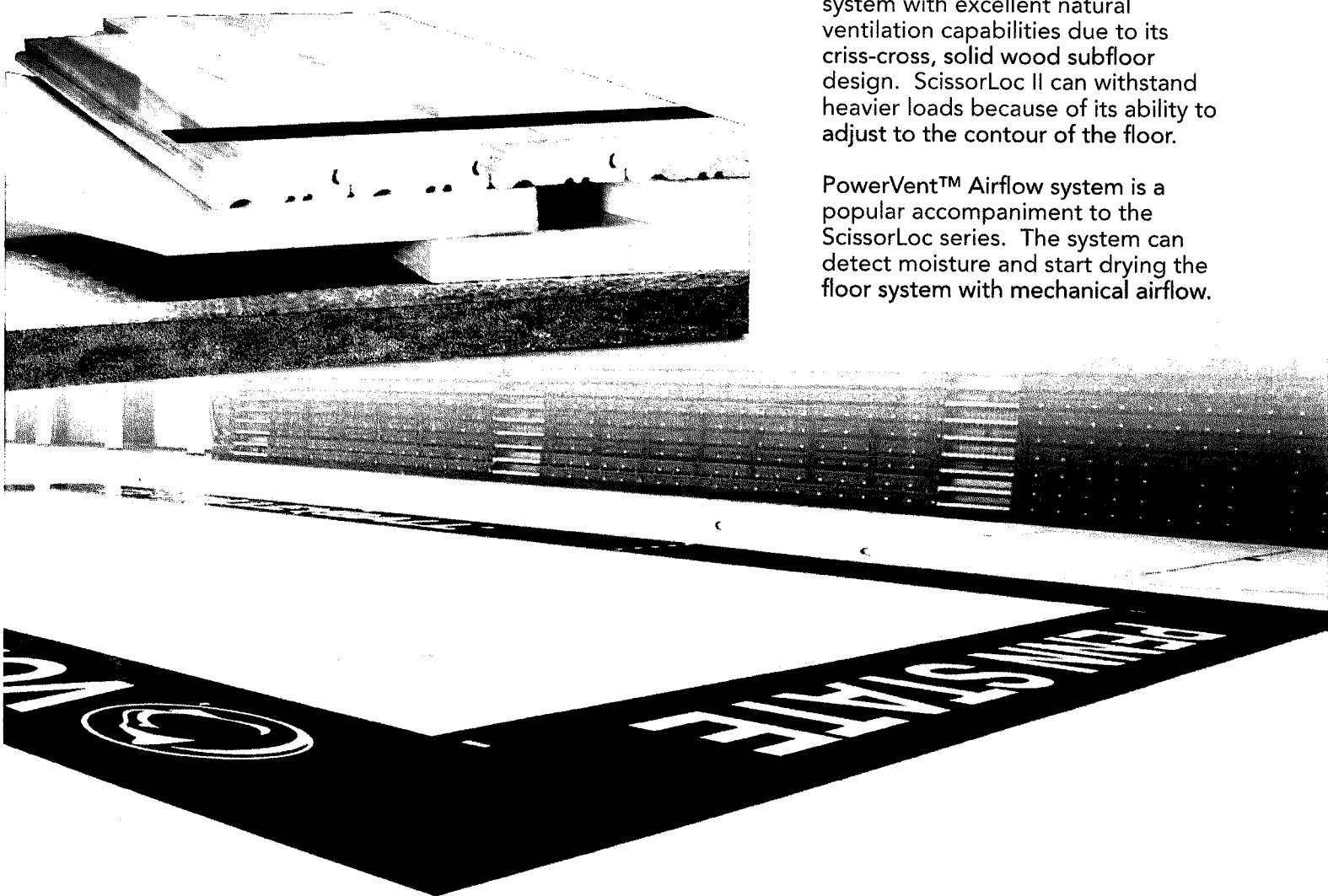


AACER™
SPORTS FLOORING

ScissorLoc™ II

ScissorLoc II is a dimensionally stable system with excellent natural ventilation capabilities due to its criss-cross, solid wood subfloor design. ScissorLoc II can withstand heavier loads because of its ability to adjust to the contour of the floor.

PowerVent™ Airflow system is a popular accompaniment to the ScissorLoc series. The system can detect moisture and start drying the floor system with mechanical airflow.



see us at
Sweets.com



The mark of
responsible forestry

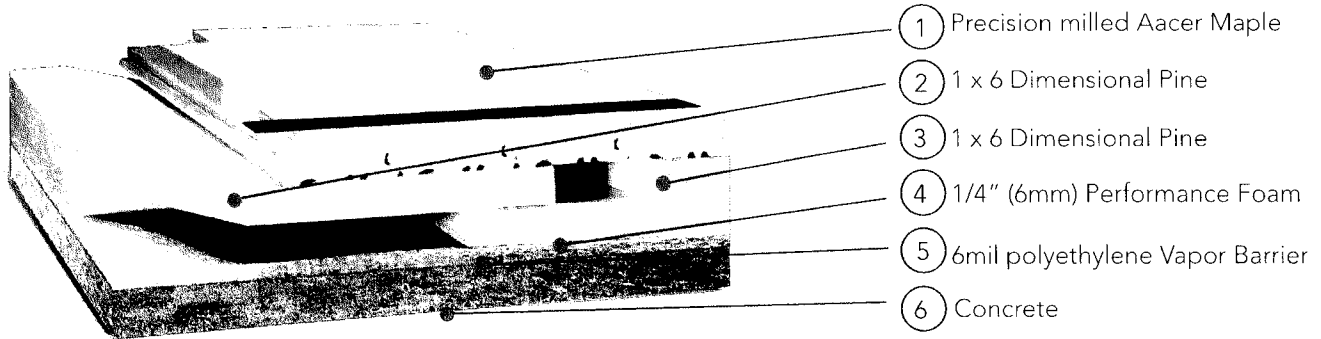
FLOATING

EXHIBIT D



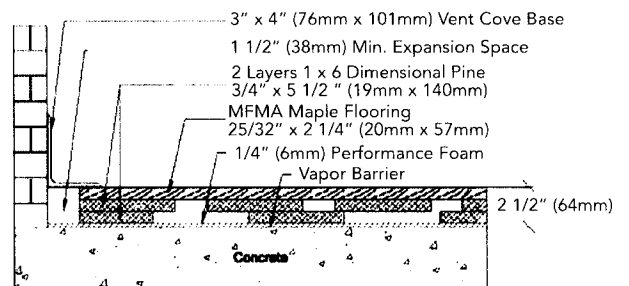
ScissorLoc™ II

Available ScissorLoc™ Floor Systems: I, II, III, DC and LP

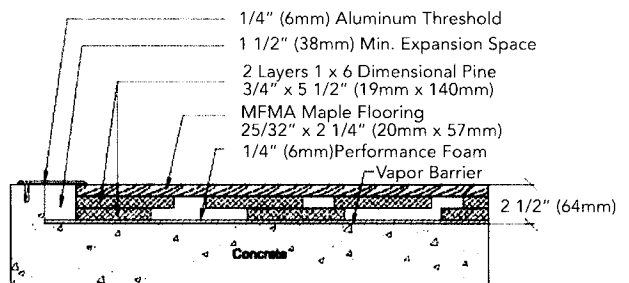


Certified	
Green Status LEED Contributors	 FSC® Certified Maple - MRc7 FSC® Certified Subfloor Components - MRc7 EQ - 4.2 Regional Materials - MRc5.1 & 5.2
Optional Versions	I, II, III, DC, LP, PowerVent™
Resilience	1/4" Performance Foam <i>*other pad options available</i>
Slab Depression	ScissorLoc™ II 25/32" (20mm) flooring - 2 1/2" (64mm) 33/32" (26mm) flooring - 2 3/4" (70mm)
Retrofit	System may be adjusted to fit any slab profile
Subfloor Construction	Solid Pine
System Type	Floating System
Testing Laboratory	
U.S. Patent#	#5,299,401
Warranty	Lifetime available

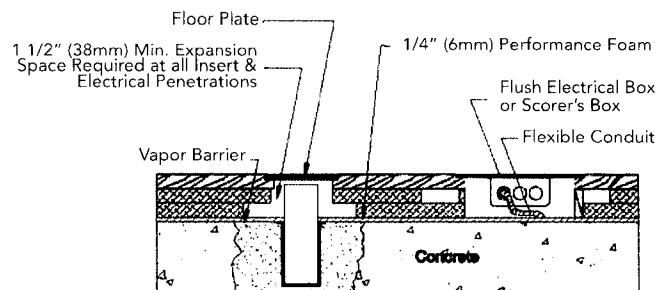
WALL BASE



THRESHOLD



EQUIPMENT

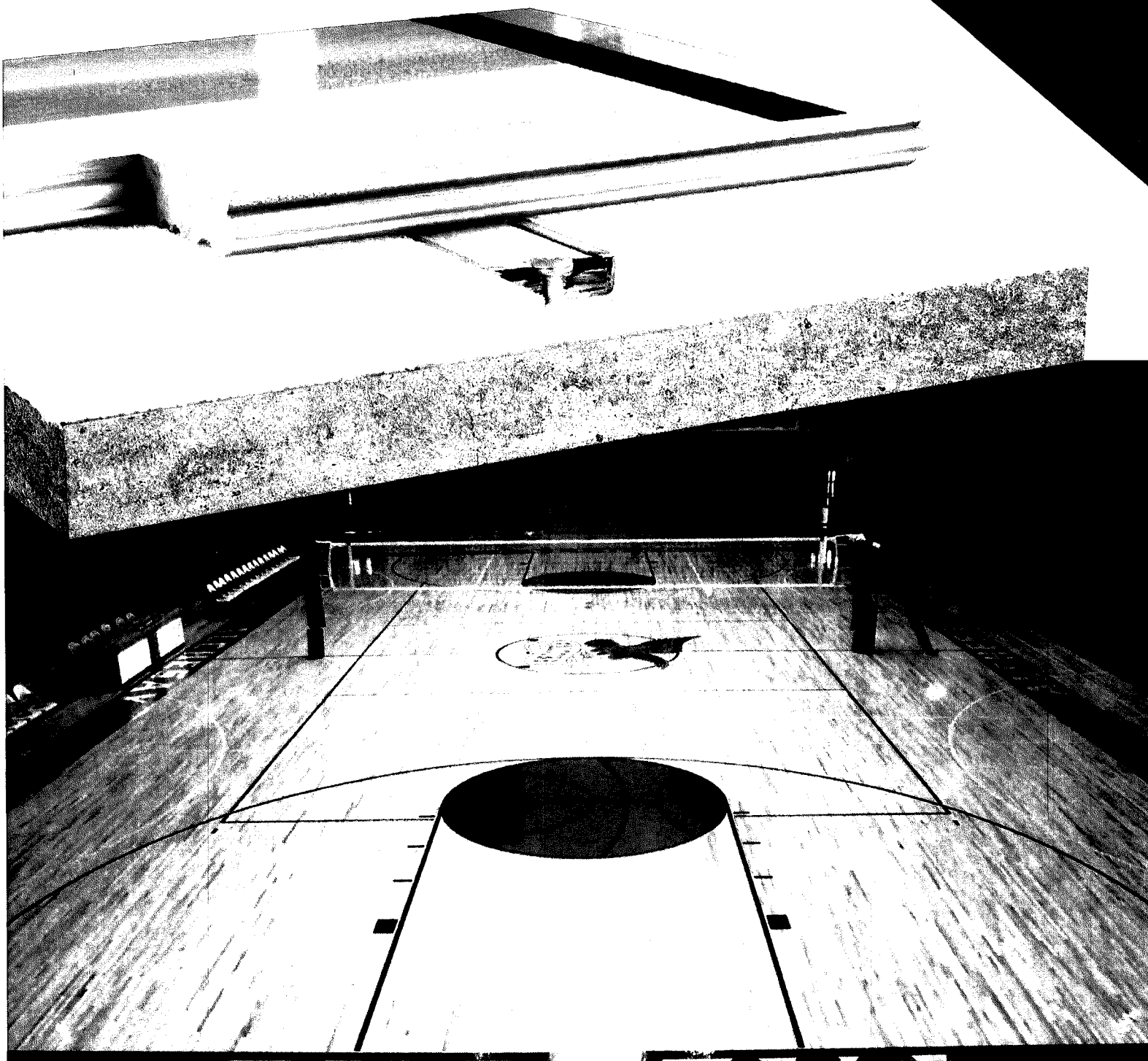


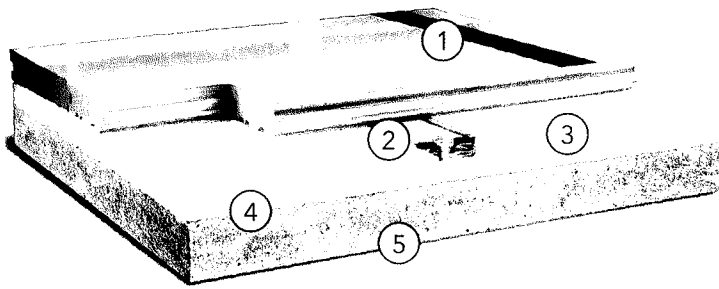
AacerFast™

FIXED SYSTEMS



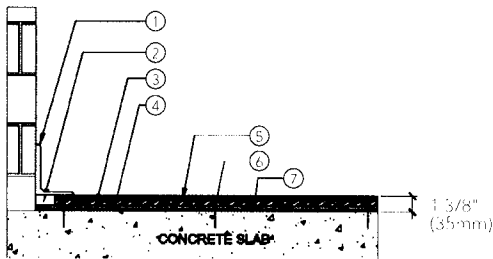
AacerFast™ is an anchored low profile system. This system combines the benefits of a nail down floor with the stability of an anchored floor. It is suitable for new and retrofit commercial projects and sports flooring applications.





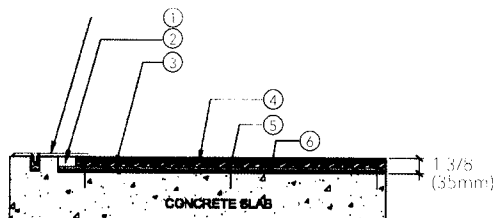
- | | |
|---------------------------------|------------------------------------|
| 1. Precision-milled Aacer Maple | 4. 6mil Polyethylene Vapor Barrier |
| 2. AacerFast™ Channel | 5. Concrete |
| 3. Channeled Performance Foam | |

WALL BASE



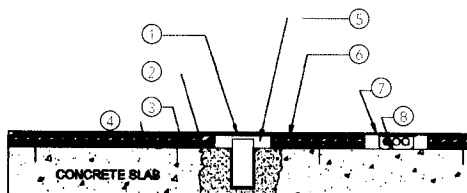
- 3" x 4" (76mm x 101mm) Vent Cove Base
- 1 1/2" (38mm) Min. Expansion Space
- AacerFast™ Channel
- 1/2" (12mm) Channeled Performance Foam
- MFMA Maple Flooring 25/32" x 2 1/4" (20mm x 57mm)
- Concrete Fastener
- Vapor Barrier

THRESHOLD



- 1/4" (6mm) Aluminum Threshold
- 1 1/2" (38mm) Min. Expansion Space
- AacerFast™ Channel
- MFMA Maple Flooring 25/32" x 2 1/4" (20mm x 57mm)
- Concrete Fastener
- Vapor Barrier

EQUIPMENT



- Floor Plate
- 1/2" (12mm) Channeled Performance Foam
- AacerFast™ Channel
- Vapor Barrier
- 1 1/2" (38mm) Min. Expansion Space Required at all Insert & Electrical Penetrations
- MFMA Maple Flooring 25/32" x 2 1/4" (20mm x 57mm)
- Flush Electrical Box or Scribe's Box
- Flexible Conduit

Anchorage

Green Status and LEED Contributors

Channel and Nail



- FSC® Certified Maple - MRc7
- EQ - 4.2
- Regional Materials - MRc5.1 & 5.2

Resilience

1/2" (12mm) Channeled Performance Foam

Slab Depression

25/32" (20mm) flooring – 1 3/8" (35mm)
33/32" (26mm) flooring – 1 5/8" (41mm)

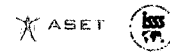
Subfloor Construction

Foam and Wood Steel Encased Channel

System Type

Fixed

Testing Laboratory



Warranty

Lifetime available



see us at
Sweets.com





EXHIBIT F

CourtEdge™ Reducers

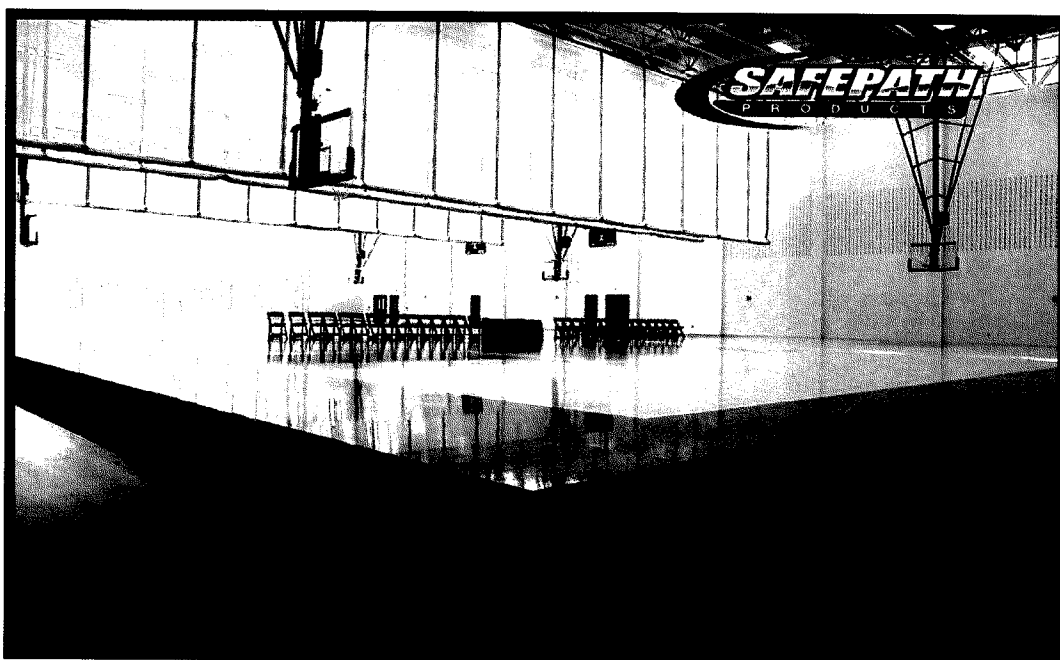
SafePath™ offers some of the largest reducers available. Our reducers range from ½" to 2-1/2" as a single part. We can also design for greater heights that come in two-part models and these can range up to 5-1/2" in height.

CourtEdge™ Reducers provides a safe and easy transition from the playing surface to the original floor reducing injury to athletes and spectators with these exciting new "green" slip resistant ADA compliant and non-compliant products. Installation is accomplished in minutes with high-grade silicone adhesive. CourtEdge™ Reducers are designed to be affixed to the vertical sides of hydroscopic flooring systems allowing for expansion and contraction of substrate flooring material.

These products are available in standard sizes that are fixed lengths and widths. These parts are molded with thousands of pounds of pressure that provide an extremely durable part with no load weight limitations. CourtEdge™ Reducers are available in multiple sizes, dimensions and patterns. Following, you will find a listing of the products SafePath™

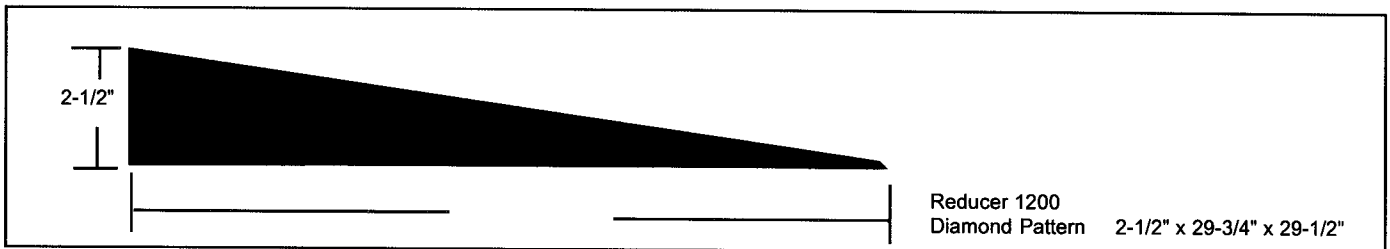
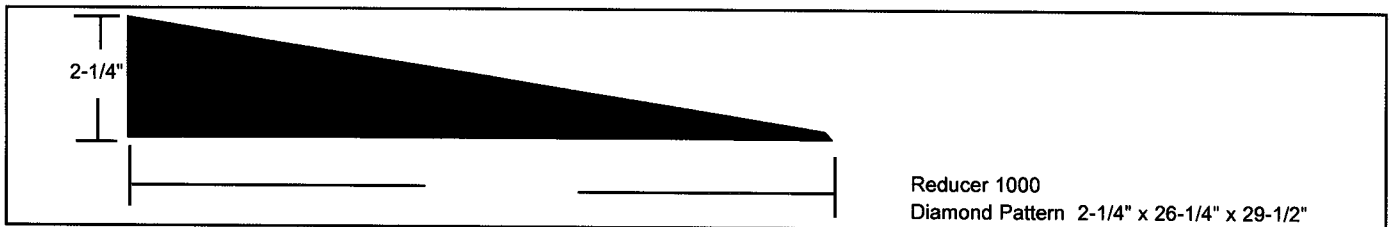
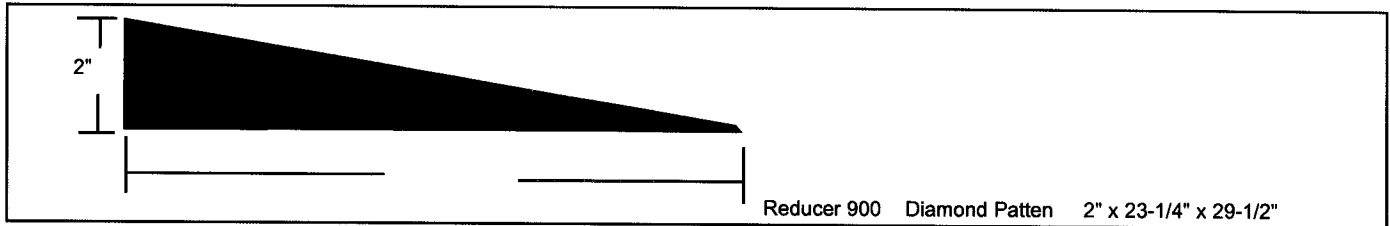
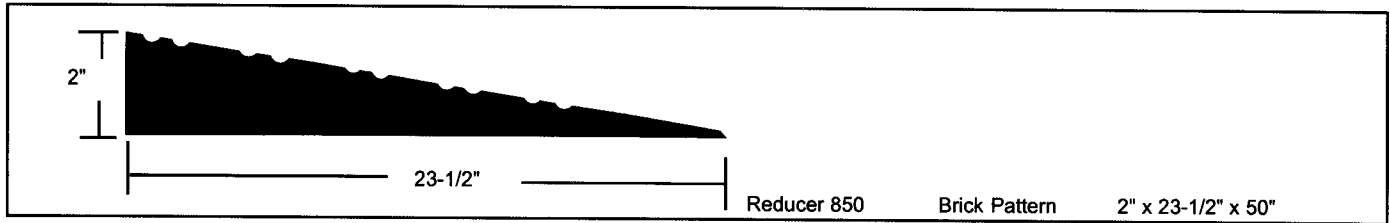
offers. Simply determine the length and the height of the product you need and order the units required for your project.

Whether it's interior or exterior, CourtEdge™ Reducers will never freeze, crack, or splinter like other flooring transition products, and never requires the use of mechanical fasteners.



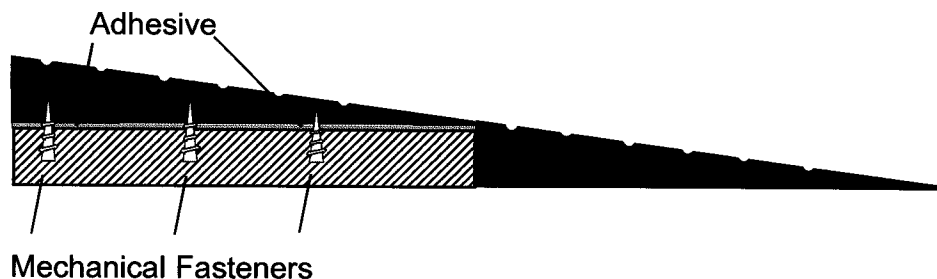
www.SafePathProducts.com
1-800-497-2003

CourtEdge™ Reducers Next Page



How Custom CourtEdge™ Reducers are Created:

For custom height reducers, we laminate reducer material to rubber flat stock to make multiple-part products up to 5-1/2" in height



Custom CourtEdge™ Reducers should be made from similar patterns to provide for constant surface pattern.

www.SafePathProducts.com

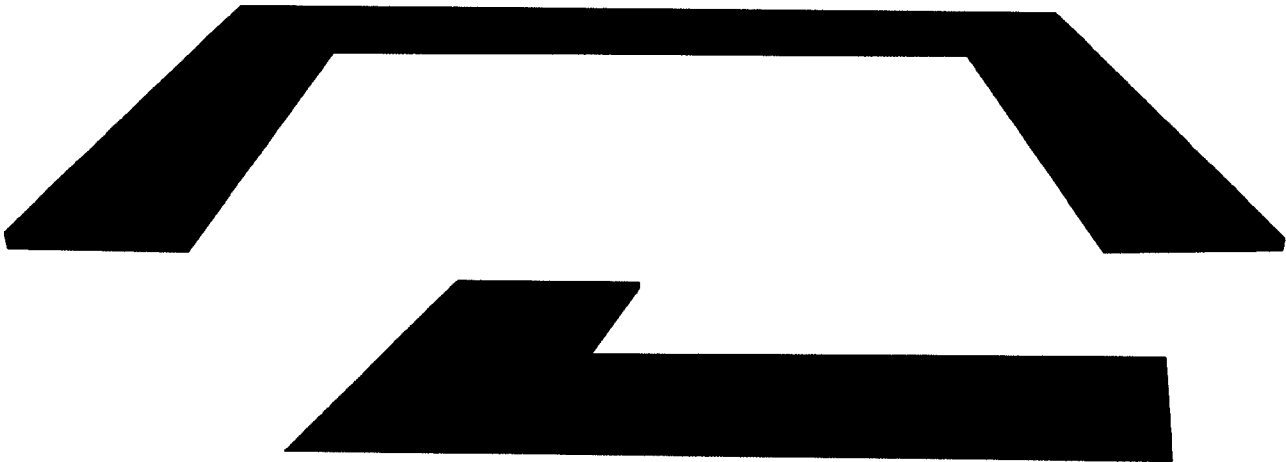
1-800-497-2003



Types of Inside & Outside Corners that can be created with
1-1/2", 1-3/4" & 2" CourtEdge™ Reducers

SKU	DISCRIPTION	DIMENSIONS	WIDTH	WEIGHT
Reducer 850	Reducer Brick Pattern	2" x 23-1/2" x 50"	50"	48
Reducer 800	Reducer Brick Pattern	1-3/4" x 18" x 40"	40"	33
Reducer 700	Reducer Brick Pattern	1-1/2" x 15" x 40"	40"	30

Left & Right Inside Returns



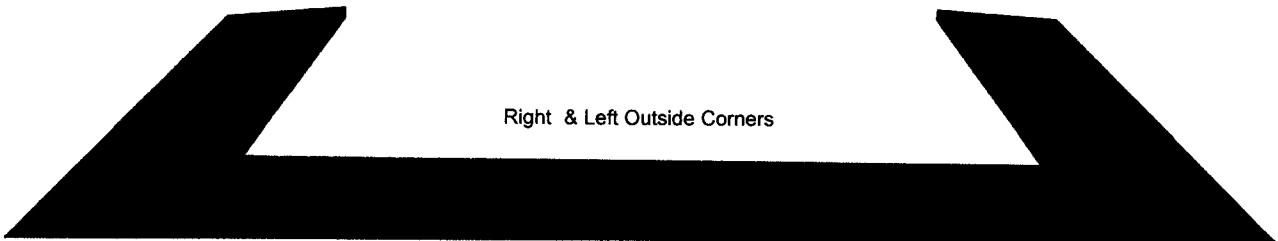
Left Outside Corner

Left Inside Return



Easy to Cut in the Field

Right & Left Outside Corners





COOPERATIVE EDUCATIONAL SERVICES

February 28, 2017

Contract Award Letter

Robert Cohen
ROBERT COHEN CO., LLC (dba SPORT SURFACES DISTRIBUTING, INC.)
1311 Cuesta Abajo Ct NE Ste B
Albuquerque, NM 87107

Re: ACCEPTANCE OF OFFER and CONTRACT AWARD For:

17-08CN-A131-ALL Hardwood Flooring Installation, Maintenance, Repair and Refinishing

Dear Mr. Cohen,

The Association of Educational Purchasing Agencies (AEPA) issued Hardwood and Synthetic Flooring. You responded and were approved as an AEPA vendor. In accordance with the Terms and Conditions of the AEPA solicitation, Cooperative Educational Services (CES) received your response for consideration to provide your products and services to educational institutions in the state of New Mexico. Your response has been reviewed at CES, and it is indeed my pleasure to inform you that The enclosed Acceptance of Offer and Contract Award is from the cover sheet that you submitted in your bid. I suggest that you take this award and place it with your copy of the bid that you submitted. Please read carefully the paragraph above the authorized signature. It outlines the agreement and specifies the term of the award.

We would like to include information concerning your company in our procurement directory called the Blue Book. Each of our members and participating entities receives a copy of this Blue Book. It enables their staff to look up important information concerning each vendor before placing an order. Although space is limited, the description below is intended as a quick reference of your company. If you would like to revise the description, please provide any changes in writing to CES' procurement office.

The Robert Cohen Co., LLC have been selling, installing, maintain, and repairing high quality athletic and commercial floors, tracks and courts, and synthetic turf for over 30 years. We are distributors and certified installers for MONDO and ULIMATERB indoor and outdoor sport flooring and tracks; AACER maple hardwood athletic flooring; TURF NATION and UBU for synthetic turf products; and DECOTURF Tennis Court surfaces.

On CES' website (www.ces.org), you can download contact information for all of CES' members and participating entities. You are invited to send marketing materials directly to these institutions.

We look forward to working with you. Please let us know if you have questions or if we can be of any further assistance.

Sincerely yours,

Cooperative Educational Services

David Chavez,
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

"Your New Mexico Procurement Partner Since 1979"

AEPA IFB #017-C Athletic Surfaces – Hardwood and Synthetic Flooring

Form B – Acceptance of Bid & Contract Award

Name of Bidder: Sport Surfaces Distributing Inc

Instructions: PART I of this form is to be completed by the Bidder and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. The completed document must be scanned to a PDF format and uploaded to Public Purchase with the Bidder's proposal. If approved by AEPA, the Bidder is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: BIDDER

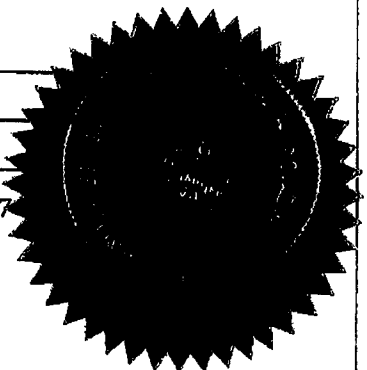
In compliance with the Invitation For Bid (IFB), the undersigned warrants that I/we have examined the Instructions to Bidders, associated documents, and being familiar with all of the conditions surrounding the proposed projects, hereby offer and agree to furnish all labor, materials, supplies and equipment incurred in compliance with all terms, conditions, specifications and amendments associated with this IFB and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Company Name Sport Surfaces Distributing Inc Date September 19, 2016
Company Address 1311 Cuesta Abajo Ct NE, Ste B City Albuquerque State NM Zip 87113
Contact Person Robert J. Cohen Title President
Authorized Signature [Signature] Title President
Email Address rcohen@sport-surfaces.com Phone 505-243-2971

PART II: AWARDING MEMBER AGENCY

Your bid response for the above identified bid is hereby accepted. As a Vendor Partner you are now bound to offer and provide the products and services identified within this IFB, your response and approved by AEPA, including all terms, conditions, specifications, exceptions and amendments. As Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. The intent of this contract is to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2018 unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

Awarding Agency Cooperative Educational Services
Agency Executive David Crane
Awarded this 15 day of March 2017 Contract Number 17-020-A131-ALL
Contract to commence (Member Agency to select): ☐ _____ or ☒ March 1, 2017





COOPERATIVE EDUCATIONAL SERVICES

EXTENSION OF CONTRACT

made by and between

ROBERT COHEN CO., LLC (dba SPORT SURFACES DISTRIBUTING, INC.)

and

Cooperative Educational Services

Said Contract(s) being numbered:

17-08CN-A131-ALL Hardwood Flooring Installation, Maintenance, Repair and Refinishing

The existing Contract initially commenced on March 1, 2017 and will expire on February 28, 2018. The Term of Contract and Extension in Hardwood and Synthetic Flooring/2017-008C RFP A provides the Contract may be extended annually for up to three (3) additional one (1) year terms by mutual written agreement through February 28, 2021. Cooperative Educational Services desires to extend the Contract for an additional term of one (1) year until February 28, 2019. Upon the signature of an authorized officer of the above named company or corporation, the Contract is hereby extended.

This extension shall be subject to the same Terms and Conditions contained in the original Bid Document and in Contract Number Hardwood and Synthetic Flooring/2017-008C RFP A

COOPERATIVE EDUCATIONAL SERVICES

Authorized Signature

Date February 02, 2018

Contractor agrees to provide complete information of any deleted and new products or price adjustments as allowed under headings (Discontinued Products) and (New Technology and Price Reduction) of the RFP.

Authorized Signature

Date

Printed Name

Title February 02, 2018

NOTE: This Contract Extension should be received by 4:00 p.m. at the offices of CES on 3/1/18

If you do not want to extend this Contract, please sign below and return this agreement.

Discontinue: We desire to discontinue the contract effective 2/28/2018

Authorized Signature

Date

"Your New Mexico Procurement Partner Since 1979"



STATE OF NEW MEXICO
NEW MEXICO DEPARTMENT OF
WORKFORCE SOLUTIONS
Labor Relations Division,
121 Tijeras Ave NE, Suite 3000
Albuquerque, NM 87102
www.dws.state.nm.us

Wage Decision Approval Summary

1) Project Title: Gym Floor Replacement
Requested Date: 05/04/2018
Approved Date: 05/07/2018
Approved Wage Decision Number: SF-18-0771-B

Wage Decision Expiration Date for Bids: 09/04/2018

2) Physical Location of Jobsite for Project:
Job Site Address: 490 Bishops Lodge Rd
Job Site City: Santa Fe
Job Site County: Santa Fe

3) Contracting Agency Name (Department or Bureau): CITY OF SANTA FE
Contracting Agency Contact's Name: John Burnett
Contracting Agency Contact's Phone: (505) 955-5933 Ext.

4) Estimated Contract Award Date: 06/04/2018

5) Estimated total project cost: \$104,921.66
a. Are any federal funds involved?: No
b. Does this project involve a building?: Yes - The gym floor and one racquetball court floor are being replaced within the Fort Marcy Recreation Complex.
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
d. Are there any other Public Works Wage Decisions related to this project?: No
e. What is the ultimate purpose or functional use of the construction once it is completed?: Sports Recreation

6) Classifications of Construction:

Classification Type and Cost Total	Description
General Building (B) Cost: \$104,921.66	Gym floor replacement



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PUBLIC WORKS PROJECT REQUIREMENTS

As a participant in a Public Works project valued at more than \$60,000 in the State of New Mexico, the following list addresses many of the responsibilities that are defined by statute or regulation to each project stakeholder.

Contracting Agency

- Ensure that all Contractors wishing to bid on a Public Works project when the project is \$60,000 or more are actively registered with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> (Contractor Registration) prior to bidding.
- Please submit Notice of Award (NOA) and Subcontractor List(s) to the PWAA website promptly after the project is awarded.
- Please update the Subcontractor List(s) on the PWAA website whenever changes occur.
- All Sub-Contractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.
- Ninety days after project completion please go into the PWAA system and close the project. Only Contracting Agencies are allowed to close the project. Agents or Contractors are not allowed to close projects.

General Contractor

- Provide a complete Subcontractor List and Statements of Intent (SOI) to Pay Prevailing Wages for all Contractors, regardless of amount of work, to the Contracting Agency within 3 (three) days of award.
- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Submit weekly certified payroll bi-weekly to the Contracting Agency.
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- Confirm the Wage Rate poster, provided in PWAA, is displayed at the job site in an easily accessible place.
- Make sure, when a project has been completed, the Affidavits of Wages Paid (AWP) are sent to the Contracting Agency.



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- All Subcontractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.

Subcontractor

- Ensure that all Subcontractors wishing to bid on a Public Works project have an active Contractor Registration with the Public Works and Apprenticeship Application (PWAA) website: <http://www.dws.state.nm.us/pwaa> prior to bidding when their bid will exceed \$60,000.
- Submit weekly certified payroll bi-weekly to the General Contractor(s).
- Make certain the Public Works Apprentice and Training Act contributions are paid either to an approved Apprenticeship Program or to the Public Works Apprentice and Training Fund.
- All Subcontractors and tiers (excluding professional services) regardless of contract amount must be listed on the Subcontractor List and must adhere to the Public Works Minimum Wage Act.

Additional Information

Reference material and forms may be found at New Mexico Department of Workforce Solutions Public Works web pages at: <https://www.dws.state.nm.us/Labor-Relations/Labor-Information/Public-Works>.

CONTACT INFORMATION

Contact the Labor Relations Division for any questions relating to Public Works projects by email at public.works@state.nm.us or call (505) 841-4400.

Type "B" - GENERAL BUILDING
Effective January 1, 2018

	Base Rate	Fringe Rate	Apprenticeship
Asbestos Worker - Heat & Frost Insulator	31.76	11.11	0.67
Boilermaker	32.06	27.35	0.67
Bricklayer/Blocklayer/Stonemason	23.52	8.10	0.67
Carpenter/Lather	24.00	9.47	0.67
Cement Mason	20.37	9.78	0.67
Electricians-Outside Classifications			
Groundman	22.36	11.34	0.67
Equipment Operator	32.08	13.77	0.67
Lineman/Tech	37.75	15.19	0.67
Cable Splicer	41.53	16.14	0.67
Inside Classifications			
Wireman/Technician	30.40	10.36	0.67
Cable Splicer	33.44	10.45	0.67
Sound Classifications			
Installer	23.39	8.31	0.67
Technician	28.95	7.52	0.67
Soundman	27.01	8.31	0.67
Elevator Constructor	41.10	32.40	0.67
Elevator Constructor Helper	28.77	32.40	0.67
Glazier	20.25	4.55	0.67
Ironworker	26.50	14.66	0.67
Painter (Brush/Roller/Spray)	16.75	5.88	0.67
Paper Hanger	16.75	5.88	0.67
Drywall Finisher/Taper	24.00	9.47	0.67
Plasterer	22.07	8.16	0.67
Plumber/Pipefitter	28.95	11.38	0.67
Roofer	23.78	7.60	0.67
Sheetmetal Worker	29.28	17.16	0.67
Soft Floor Layer	24.00	9.47	0.67
Sprinkler Fitter	29.90	19.67	0.67
Tile Setter	23.52	8.10	0.67
Tile Setter Helper/Finisher	15.59	8.10	0.67
Laborers			
Group I	16.09	5.68	0.67
Group II	17.00	5.68	0.67
Group III	18.00	5.68	0.67
Group IV	20.25	5.68	0.67
Operators			
Group I	20.32	6.47	0.67
Group II	22.38	6.47	0.67
Group III	22.82	6.47	0.67
Group IV	23.24	6.47	0.67
Group V	23.41	6.47	0.67
Group VI	23.62	6.47	0.67
Group VII	23.73	6.47	0.67
Group VIII	26.61	6.47	0.67
Group IX	28.89	6.47	0.67
Group X	32.13	6.47	0.67
Truck Drivers			
Group I	14.76	6.25	0.67
Group II	15.00	6.25	0.67
Group III	15.50	6.25	0.67
Group IV	15.51	6.25	0.67
Group V	15.60	6.25	0.67
Group VI	15.75	6.25	0.67
Group VII	15.90	6.25	0.67
Group VIII	16.11	6.25	0.67
Group IX	16.32	6.25	0.67

NOTE: All Contractors are required to pay SUBSISTENCE, ZONE AND INCENTIVE PAY according to the particular trade. Details are located in a PDF attachment at WWW.DWS.STATE.NM.US. Search Labor Relations/Labor Information/Public Works/Prevailing Wage Rates.