

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

On-Call Remediation Services for City Facilities

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Keers, Inc** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

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

2. **Scope of Work**

A. The Contractor shall perform the following work:
Keers, Inc. will provide on-call service work, including labor and materials, per the direction of the City of Santa Fe for City Facilities via CES Price Agreement #2020-28B-C102-ALL. All work will be performed on a time and materials basis. See attached proposal from Keers, Inc. dated January 6, 2023 and marked Exhibit "A" attached hereto and made a part thereof.

3. **Compensation**

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

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 General Remediation Services for City Facilities		\$250,000.00

The total compensation under this Agreement shall not exceed \$250,000.00 including New Mexico gross receipts tax (8.3125%) on service and labor only.

4. **Payment Provisions**

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

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

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

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2024. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services

to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. Amendment

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the

Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; Merger**

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

23. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances,

pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request

for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

36. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
 - 2) replace or modify the product or service so that it becomes non-infringing;
- or,
- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with

Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

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

To the City:
Sam Burnett, Facilities Division Director
City of Santa Fe
2651 Siringo Road, Bldg E/ PO Box 909
Santa Fe, NM 87504
505-955-5933
jsburnett@santafenm.gov

To the Contractor:
Chris Lara, Service Coordinator
Keers Remediation, Inc
5904 Florence Ave NE
Albuquerque, NM 87113
505-823-9006
clara@keers.com

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

42. **Succession**

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

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

CITY OF SANTA FE:

CONTRACTOR: Keers, Inc.



ALAN M. WEBBER CITY MAYOR

DATE: Mar 13, 2023



AMARANTE JARAMILLO JR
PRESIDENT/COO

DATE: 11/16/23

CRS# 02-947580-00-5
Registration # 224808

ATTEST:



KRISTINE BUSTOS MIHELICIC, CITY CLERK X/IV
GB MTG 03/08/2023

CITY ATTORNEY'S OFFICE:



Marcos Martinez (Jan 9, 2023 11:13 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Emily K. Oster (Mar 12, 2023 22:56 MDT)

EMILY OSTER, FINANCE DIRECTOR

Various/Various

Org.Name/Org.#



Protecting People's Health For Over 30 Years

Proposal/Service Agreement

Project Title: CES COSF On Call Contract Miscellaneous Clean Up

Proposal Number: N/A

Date: January 6, 2023

Submitted to:	<u>MR. SAM BURNETT</u>	Project Name:	<u>COSF ON CALL CONTRACT</u>
Client:	<u>CITY OF SANTA, FE PUBLIC WORKS</u>	Project Location:	<u>SANTA FE, NM 87501</u>
Mailing Address:	<u>2651 SIRINGO RD. # E</u>	Telephone/Fax:	<u>1-505-955-5938</u>
City/State/Zip:	<u>SANTA FE, NM 87505</u>	Email Address:	<u>JSBURNETT@CI.SANTA-FE.NM.US</u>

SCOPE OF WORK

The proposed work consists of the following:

Type of Services	<input checked="" type="checkbox"/> Asbestos Abatement Services <input checked="" type="checkbox"/> Lead Abatement <input checked="" type="checkbox"/> Toxic Mold Remediation <input checked="" type="checkbox"/> Biohazard Decontamination <input checked="" type="checkbox"/> Miscellaneous Clean up	<input checked="" type="checkbox"/> Site Remediation <input checked="" type="checkbox"/> Industrial Decontamination <input checked="" type="checkbox"/> Waste Disposal <input checked="" type="checkbox"/> Other: Sampling Building Materials
Scope of Work Per CES Contract No. 2020-28B-C102-All	<ol style="list-style-type: none"> 1) Removal and Disposal of Asbestos Hazardous and or Contaminated Goods and Materials, Inspection/Re-Inspection, Sampling, analysis and Remediation, restoration and Related Services. 2) Removal of hazardous materials, including asbestos containing building materials, toxic mold containing building materials, and biohazards including pigeon feces at various locations. 3) Engineering controlled removal methods to be utilized during remediation activities, as required by appropriate regulatory agencies. 4) All hazardous waste, including asbestos waste will be disposed of in compliance with all Occupational Safety and Health Administration (OSHA), National Emission Standards for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA), and Department of Transportation (DOT) Federal Regulations and any other applicable regulations. 5) Testing and engineering shall be performed as needed or required by appropriate regulatory agencies. 6) Miscellaneous Trash Clean Up. 	
Project Locations	Various locations throughout the City of Santa Fe, NM.	
Specific Project Exclusions	Replacement of materials removed.	
Proposed Time	To be determined.	
Disposal Facility	To be determined.	
Other Details	City of Santa Fe must supply utilities (electrical power source) as necessary. <ul style="list-style-type: none"> • Keers can provide restoration service by using a subcontractor. • Mold project can be scheduled with a week of receiving a purchase order. • Asbestos projects may take up to 12 working days to schedule after receiving a purchase order. • An Asbestos Neshap may have to be filed if the asbestos quantities are over 160sf or 260lf. 	

Proposal/Service Agreement

Project Title: CES COSF On Call Contract Miscellaneous Clean Up

Proposal Number: N/A

Date: January 6, 2023

TECHNICAL PROCEDURES

In completing the scope of work, all technical procedures employed will be in accordance with the Keers' proprietary QualPRO® Quality system. Our 193-page QualPRO manual consists of work practice procedures, checklists, and forms that our employees and supervisors use to provide you with a quality, end result in compliance with applicable EPA, OSHA, USHUD, NMED, TDH, and DOT governmental regulations.

WASTE MANAGEMENT

Unless otherwise indicated all asbestos-containing waste will be permanently disposed of at the Special Waste Disposal's landfill (EPA permit No. SWM-013035(SP). Hydrocarbon contaminated soils/water will be treated at the Special Waste Disposal's Hydrocarbon Landfarm Facility (NMED permit No. DP-1012). Both facilities are located in Torrance County, New Mexico.

LIABILITY PROTECTION

This proposal includes \$1,000,000 of hazardous substances specific general liability, auto and workmen compensation insurances, written with A-Rated insurance carriers.

This proposal includes use of the Keers proprietary project documentation system **ProDOC™**. This system consists of: regulatory notifications, daily logs, visual and final inspection reports, air monitoring reports, manometer logs, final inspection report, and waste manifests. **ProDOC™** documents important regulatory/liability information for the protection of the facility owner.

REGULATORY COMPLIANCE

This project is subject to one or more of the following Federal governmental regulation or equivalent delegated State regulation: OSHA (29 CFR 1910 and 1926), EPA (40 CFR 260-299, 40 CFR 763, Subparts E and G), National Emission Standards for Hazardous Air Pollutants (NESHAPS 40 CFR 61, Subpart M), and DOT (49 CFR 100-177) and 24 CFR Part 35. This Proposal/Agreement is in compliance with the applicable regulatory sections.

PROJECT QUALITY/SAFETY ASSURANCE

This project proposal includes our 107-point QA/QC (health, safety, quality and regulatory Control) job site inspection program.

IMPORTANT NOTICE REGARDING REMOVAL OF ASBESTOS FLOORING

Our services are intended to remove asbestos-containing materials only. If flooring products are re-installed, it is the installer's responsibility to prepare the floor for reinstallation according to manufacture's recommendations and requirements. Keers will not be responsible for floor preparation.

Proposal/Service Agreement

Project Title: CES COSF On Call Contract Miscellaneous Clean Up

Proposal Number: N/A

Date: January 6, 2023

IMPORTANT REMINDER: REGULATORY NOTIFICATIONS

Asbestos

On most asbestos abatement projects, a notice of intent to remove asbestos must be filed with the local NESHAPS regulatory authorities, 10 working days before work can begin. In many locations, local regulatory agencies bill the owner a fee based on the number of asbestos removal units stated on the notification. If you need help estimating what this fee is in your area, please ask your local Keers' Service Coordinator.

Toxic Mold

On some mold remediation projects a notice of intent to remediate mold must be filed with the local regulatory authorities, (Texas: 5 working days.)

Lead

On some lead abatement projects a notice of intent to remove lead must be filed with the local or national regulatory authorities, (Texas: 7 working days, USHUD: 5 business days.)

Proposal/Service Agreement

Project Title: CES COSF On Call Contract Miscellaneous Clean Up

Proposal Number: N/A

Date: January 6, 2023

Submitted to:	<u>MR. SAM BURNETT</u>	Project Name:	<u>COSF ON CALL CONTRACT</u>
Client:	<u>CITY OF SANTA, FE PUBLIC WORKS</u>	Project Location:	<u>SANTA FE, NM 87501</u>
Mailing Address:	<u>2651 SIRINGO RD. # E</u>	Telephone/Fax:	<u>1-505-955-5938</u>
City/State/Zip:	<u>SANTA FE, NM 87505</u>	Email Address:	<u>JSBURNETT@SANTAFENM.GOV</u>

PRICING: CES Contract No. 2020-28B-C102-All

MOBILIZATION FEE PER PROJECT	\$ 500.00
COORDINATOR/ESTIMATOR	\$ 75.00 PER HOUR
ENVIRONMENTAL SUPERVISORS/PROJECT MANAGER	\$ 55.00 PER HOUR
ENVIRONMENTAL WORKERS	\$ 50.00 PER HOUR
HAZARDOUS MATERIALS INSPECTOR INCLUDING ASBESTOS & MOLD FINAL AIR CLEARANCE SAMPLING & TESTING	\$ 75.00 PER HOUR
PER TRUCK 1.5 TON CREW CAB	\$ 75.00 PER DAY
PER 37' GOOSENECK TRAILER WITH EQUIPMENT 30 DAYS @ 150.00 PER DAY	\$ 150.00 PER DAY
ASBESTOS WASTE DISPOSAL AND TRANSPORTATION	COST PLUS 25%
SPECIALTY EQUIPMENT- SCAFFOLDING, BLAST EQUIPMENT, DUCT CLEANING	COST PLUS 25%
PERCENT OF MARK UP OF INVOICE	COST PLUS 25%
PERFORMANCE & PAYMENT BONDING WILL BE ADDED @ 3.5% TO PROJECTS OR PURCHASE ORDERS OVER \$ 25,000.00	3.5%
PLEASE ADD NM GRT @ 8.3125% OR CURRENT RATE TO THE TOTAL PURCHASE ORDER AMOUNT	8.3125%
TOTAL CONTRACT AMOUNT NOT TO EXCEED	\$ 250,000.00

Note: We reserve the right to withdraw this proposal if not accepted within 30 days.

Keers Remediation, Inc., Signature:  Date: 1/6/2023
 Name/Title: Christopher Lara, Service Coordinator, E-mail: clara@keers.com

Limitation of Authority: Proposals over \$50,000 require Keers corporate review and signature by an officer and approval to be valid.

Reviewed and approved by: _____ Date: _____
 Name/Title

CUSTOMER ACCEPTANCE

The above proposals (pages 1-6) are hereby accepted. You are authorized to complete the work as described.

Client Signature: _____
Name/Title: _____ **Date:** _____

Please Return to:
 Keers Remediation, Inc., Corporate Office
 5904 Florence Ave. NE, Albuquerque, NM 87113
 Telephone: (505) 823-9006 or Toll Free 800-327-8642
 Fax: (505) 823-2766 or Above Email Address

**Service Center Located in
 El Paso, Texas**

Proposal/Service Agreement

Project Title: CES COSF On Call Contract Miscellaneous Clean Up

Proposal Number: N/A

Date: January 6, 2023

General Conditions

Scope of Work

Keers Remediation, Inc., (Contractor) agrees to furnish necessary labor, materials, supplies, equipment and tools to perform and complete in a professional workmanlike manner, the services described in the proposal.

Payment

100% upon completion of scope of work unless credit arrangements have been made, or work duration is longer than one (1) month. Then the contractor will submit invoices monthly, or as otherwise agreed, for completed portions of services or additional work authorized pursuant to Paragraph 5 herein. Client agrees to pay the invoiced amount within 20 days from date of invoice. Any payment not received by Contractor within 30 days shall be considered delinquent and the amounts due contractor shall accrue a late charge of 1 percent per month for each month from date of invoice. In the event any payment due Contractor under the terms of this Agreement is delinquent, Contractor may suspend all services until all delinquent payments have been received.

Standard of Care

- While performing services under this agreement, Contractor shall exercise the degree of skill ordinarily exercised where performing the kind of services stated in the "Scope of Work".
- Contractor assumes no responsibility for errors in public data utilized, statements from sources outside of Contractor, or developments resulting from situations outside the control of the contractor.
- The standard of care set forth herein is the sole and exclusive standard of care that will be applied to measure Contractor's performance of the services or the creation of its work product.

There are no other representations or warranties made by Contractor. In particular, but not by way of limitation, Contractor makes no representation or warranty that the implementation or use of the recommendations, findings, conclusions, or final results produced as a result of performing the services will result in compliance with applicable law or provide a perfect result. Furthermore, with regard to microbial remediation, the contractor makes no warranties, claims, or guarantees that mold has been forever eliminated. It is possible that mold may return, unless the environment which supports mold growth is altered, which may or may not be possible, even given the best efforts of the contractor. Moreover, to the extent allowed by law, any and all implied representations or warranties arising out of the services are hereby expressly disclaimed and negated. **IN PARTICULAR, BUT NOT BY WAY OF LIMITATION, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.**

Time For Performance

The work will be completed within the calendar days as described in the scope of work, or as expeditiously as possible. If the Contractor is delayed at any time in the progress of the work by any act or omission of the Client, or by its officers, directors, employees, agents and assigns ("Representatives"), or by any separate contractor employed by the Client, or by changes ordered in the work, or by labor dispute, fire, unusual delay in transportation, adverse weather conditions, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the owner pending arbitration, then the contract time shall be extended by agreement for such reasonable time as required.

Additional Work

The Client, without invalidating the agreement, may order changes in the work within the general scope of the agreement consisting of additions, deletions or revisions of the scope, cost of services and time being adjusted accordingly. All such changes in the work shall be authorized in writing. The cost or credit to the Client resulting from a change in the work shall be determined by one or more of the following: (1) by mutual agreement of either a fixed fee and/or unit price to be multiplied by the units worked in determining the total sum; (2) hourly rate per

man hour multiplied by the man hours expended; or (3) by other mutually agreeable cost methods. If the outcome of the completed work indicates that additional or different work is required: the Contractor will notify the Client and will use his best professional judgment in assisting the Client in deciding how to proceed. The cost of services will be equitably adjusted by written change order or supplemental agreement between both parties.

Access, Approvals, Permits

Client shall arrange for access and make all provisions for Contractor to enter public and private property as required for Contractor to perform the specified services. Client shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approval and consent from others as may be necessary. Unless expressly stated in the proposal as the responsibility of contractor.

Client Provided Information

Work will not commence until the Contractor has received a duly executed copy of this contract. The Client shall direct its officers, directors, employees, subcontractors and agents to render reasonable assistance and to provide (promptly upon request) all necessary or appropriate data to the Contractor in connection with its performance under this agreement.

Any data furnished shall be furnished at the Client's expense, and the Contractor shall be entitled to rely upon its accuracy and completeness. The Client shall locate for the Contractor, and shall assume responsibility for the accuracy of his representations, as to the locations of all underground utilities, tanks, structures, or other installations, unless the express responsibility of the Contractor as stated in the "Scope of Work".

Safety

In an emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation and/or extension of time claimed by the Contractor on account of emergency work shall be determined as set forth, under the Additional Work section.

Hazardous Substances

Nothing herein shall be construed or interpreted as requiring Contractor to assume the status of a generator of any hazardous substances or hazardous materials, as those terms are defined under any applicable federal, state and local laws, statutes, regulations, ordinances, rules or orders. If any hazardous, toxic or dangerous substances as defined by federal, state or local laws, statutes, regulations, ordinances, rules or orders, ("Hazardous Substances") are encountered at the site, and if these Hazardous Substances require handling, transportation or disposal at an off-site facility, Contractor will assist in advising the Client of his options. However, Contractor will not "arrange" for disposal of, accept title to, sign manifests for, or take control of any Hazardous Substances, unless expressly stated in the "Scope of Work". Client shall indemnify and hold Contractor harmless from any claims, damages, fines and fees, litigation or expenses, arising out of or in any way related to handling, transportation and disposal of any Hazardous Substances in the course of Contractor's performance of this Agreement.

Restoration

The Client understands that in the normal course of work, some minor damage to property may occur including damage to landscaping, pavement, sprinkler systems, and interior building finishes. While the Contractor will act to minimize damage, the Client understands that the cost of restoration is not included in this agreement unless expressly stated in the scope of work.

Independent Contractor

Contractor shall perform all work under this agreement as an independent contractor, retaining complete control over its personnel and operations. Neither Contractor nor its subcontractors shall be, or shall be construed to be Client's

Proposal/Service Agreement

Project Title: CES COSF On Call Contract Miscellaneous Clean Up

Proposal Number: N/A

Date: January 6, 2023

employees or agents, or have authority to bind Client in any way.

Indemnity

a. Contractor shall indemnify and hold harmless Client, and its respective officers, directors, employees, subcontractors, agents and assigns ("Representatives"), from and against any and all liabilities, claims, causes of action, suits, losses, damages, costs and demands, including reasonable attorneys' fees, resulting from or arising out of, personal injury, including death or property damage, to the extent such injury, death or property damage is caused by the negligence or willful misconduct of Contractor or its Representatives; and, provided that such injury, death, or property damage is not caused by the sole or contributory negligence of Client, or its Representatives; and provided further, that Contractor's liability hereunder shall be limited to and not exceed the insurance coverage and limits of liability identified in this proposal or the total cost of services under of this agreement, whichever amount is less.

b. Client shall indemnify and hold harmless Contractor, and its Representatives, from and against any and all liabilities, claims, causes of action, suits, losses, damages, costs and demands, including reasonable attorneys' fees, resulting from or arising out of, personal injury, including death or property damage, to the extent such injury, death or property damage is caused by the negligence or willful misconduct of Client or its Representatives; and provided further that such injury, death, or property damage is not caused by the sole or contributory negligence of Contractor or its Representatives.

c. The provisions this paragraph shall survive the completion of the work or the termination of the agreement between Contractor and Client.

Dispute Resolution

All claims, disputes and other matters in question between the Contractor and Client arising out of, or relating to, this agreement or breach thereof, shall be decided by arbitration in accordance with the construction industry rules of the American Arbitration Association, unless the parties mutually agree otherwise. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of demand for arbitration shall be filed in writing with the other party to the contract agreement within a reasonable time after the claim, dispute or other matter in question has arisen.

Subcontractors

The Contractor reserves the right to remove any person, firm or corporation (Subcontracted to the Contractor) from participation in the services being provided to the Client.

Termination

If the work is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, through no act or fault of the Contractor or its Representatives, or if the Client has failed to make payment as provided in this agreement for work performed, or has otherwise stopped the contractor's work, then the Contractor may at his option provide three (3) days notice to the Client, terminate this agreement and recover from the Client, payment for all work completed, with all costs arising out of such termination.

Sample Handling and Retention

Generally test samples or specimens are consumed and/or substantially altered during analysis. Contractor, at its sole discretion, will cause disposal of test samples, unless Client requests otherwise, in writing.

Reporting

By virtue of entering into this Agreement and providing services hereunder, Contractor does not assume responsibility for any conditions at the site that may present a danger, either potential or real, to the health, safety or the environment, except as set forth in the "Scope of Work".

Client hereby agrees to promptly notify Contractor of any Hazardous Substances and any special risk to human health, the environment or equipment on site of which Client is or becomes aware. By virtue of entering into this agreement or of providing services hereunder, Contractor does not assume control of or

responsibility for reporting to any federal, state or local public agencies or governmental authorities any conditions at the site that may present a potential danger to health, safety, or the environment.

Waste Characterization

Prior to Contractor's performance of any services under this agreement, Client shall provide Contractor with an accurate waste characterization, which fully informs Contractor of the chemical, physical and hazardous characteristics of any waste to be managed pursuant to this agreement, unless the express responsibility of Contractor as stated in "Scope of Work". Client shall promptly notify Contractor if the waste characterization, or process generating the waste, changes in any respect during the term of this agreement.

Non-conforming Waste

Within a reasonable time after receipt of waste, Contractor may reject any waste that does not materially conform to the characterization or sample provided to Contractor by Client. Contractor shall immediately orally notify Client of such rejection and the manner in which the waste is non-conforming and shall confirm such oral notification in writing within a reasonable period of time. In the event of such rejection, Contractor shall have the right to: (a) return the waste to Client; or (b) arrange for treatment or disposal of the waste at another permitted facility. In any event, Client shall pay all additional fees and costs incurred in the handling of non-conforming waste, including, without limitation, transportation, storage, treatment, and disposal charges.

Title To Waste

Title, responsibility and risk of loss for waste conforming to the waste characterization shall pass from Client to Contractor as follows: (a) if Contractor provides transportation, upon departure of the Contractor vehicle carrying the waste from Client's site; (b) if Client provides transportation, upon acceptance of the waste at the Contractor facility or facility designated by Contractor.

Entire Agreement

This agreement and any referenced attachments constitute the entire agreement between Contractor and Client and supersedes all prior or oral or written representations or agreements. This agreement shall not be modified except in writing and signed by both parties.

Severability

If any of these General Conditions shall be finally determined to be invalid and unenforceable in sole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties.

Applicable Law and Venue

This Agreement shall be governed by the laws of the state of New Mexico. All actions, disputes, claims or other matters arising from this agreement shall be decided per the "Disputes Clause" in Albuquerque, New Mexico

Limitations of Liability

In no event will the contractor be liable to the Client or anyone else (including third-party beneficiaries), for any consequential, incidental, special or indirect damages, including lost revenue and profits that result in any way connected with the services provided herein.

The Client agrees that the liability of the contractor arising out of any kind of legal claim (whether in contract, tort or otherwise) in any way connected with the services provided will not exceed the amount the Client originally paid the contractor for the service, or the available insurance identified elsewhere in the agreement, whichever amount is less.

**ACCEPTANCE OF PROPOSAL AND OFFER
AND CONTRACT AWARD**

RFP NUMBER: 2020-28

RFP DESCRIPTION: Removal and Disposal of Asbestos, Hazardous/Contaminated Materials, Inspection, Sampling, Analysis, Remediation and Related Services

CONTRACT NUMBER: 2020-28B-C102-ALL

CONTRACT

This contract award is being made by Cooperative Educational Services (“CES”), 4216 Balloon Park Rd. NE, Albuquerque, New Mexico 87109 effective this 28th day of February 2020, to Keers Remediation Inc., with its principal office located at 5904 Florence Ave. NE., Albuquerque, NM 87113, pursuant to the above referenced CES conducted Request for Proposal (“RFP”) or Request for Bids (“RFB”) procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

Cooperative Educational Services (CES) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services and construction services (“Products, Services and/or Construction Services”) pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signators to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned (“Contract Holder”) has successfully responded to a RFP or RFB published by CES in accordance with the Procurement Code, (13-1-103, 111, 112), and Contract Holder is being awarded this RFP or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP or RFB documents and this contract award.

CONTRACT TERMS

1. The initial contract term shall be for four (4) calendar years from the effective contract award date February 28, 2020 through February 27, 2024. CES reserves the right

to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. CES reserves the right to offer month-to-month extensions if it is determined by CES to be in the best interest of CES Members/Participating Entities.

2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP or RFB. Contract Holder understands that his obligations under this RFP or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP or RFB may not be altered or amended except with the approval of CES and in accordance with the State Procurement Code.

3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.

4. For transactions which involve CES transmitting purchase orders from a Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the Member/Participating Entity in accordance with Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and Member/Participating Entity in the event any dispute arises between them.

5. Contract Holder understand and agree that upon CES' receipt of funds from the Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with

the manner or method by which Contract Holder provides these Products, Services or Construction Services.

6. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder

7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises regarding the alleged failure of Contract Holder or a Member/Participating Entity to perform as provided for in the RFP or RFB documents, any purchase order or other contract between Contract Holder and a Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

8. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

9. The Recitals are incorporated herein as contract terms.

Agreed effective the above date:

Cooperative Educational Services

David Chavez

Printed Name


By: 

Executive Director

Keers Remediation Inc.

Amarante Jaramillo Jr.

Printed Name

DocuSigned by:
By:  3/2/2020

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Title: President/COO

**ATTACHMENT A
TO
ACCEPTANCE OF PROPOSAL AND OFFER
AND CONTRACT AWARD**

SCOPE OF WORK

Contractor assures CES Members and Participating Entities that it is willing and qualified to provide environmental contractor services to assist them in establishing and implementing a hazardous material investigation, environmental site assessments, facility and compliance audits, storage, removal and disposal of various types of hazardous and contaminated goods and materials that may include but are not limited to: asbestos containing materials; underground fuel storage tanks, contaminated soil, building materials, medical waste, animal waste, bird droppings, mold or mildew abatement, lead abatement, old paint, cleaning product, science lab chemicals, industrial, automotive and maintenance waste, filtration systems and air duct cleaning, meth lab and crime scene cleanup, decontamination and remediation. These events have become more difficult to deal with due to the increased awareness and EPA, OSHA, State Fire Marshal and federal, state and local regulations governing these items.

Any contract awarded as a result of this solicitation is an indefinite-quantity contract for the services requested. All costs associated with preparing quotes/job orders/cost proposals shall be the responsibility of the contractor and must be based on the scope of work and in compliance with the pricing methodology.

1. The contractor must be licensed/certified in asbestos abatement, inspection, sampling, testing, and analysis, hazardous waste disposal, and must comply with all State of NM and Federal Environmental and Occupational Safety and Health Administration (OSHA) rules and regulations; and is responsible for knowledge of any revisions, updates and new codes, regulations and interpretations.
2. The contractor must be able to assess and evaluate CES Member's/PE's sites to determine and develop an efficient and cost-effective plan of action and scope of work on how to remove and dispose of asbestos and/or the identified hazardous waste/non-hazardous waste and/or contaminated materials.
3. The contractor will be responsible for ensuring, establishing and performing all abatement procedures in accordance with federal, state and local requirements. This may require that work be performed after school hours, on weekends and holidays, as worked and coordinated with the individual CES Member/PE. However, if a specific project will not interfere with the school activities or in danger the health, welfare and safety of staff, students and community, then the project may be performed during the normal school day.

4. Prior to the commencement of any project requiring special conditions at the work site, the contractor shall provide, submit and receive any/all written notifications, permits and approvals required by federal, state and local governing agencies, prior to the commencement of any onsite project activity. The Contractor must communicate what is required, coordinate such requirements with and receive the approval of the CES Member/PE to proceed. It will be the contractor's responsibility during the performance of the work to establish, maintain, supervise and be in full control of the project site under these special conditions until such time that the hazard no longer exists, and the site is safe for normal operations.
5. The contractor will supply all labor, materials, services, insurance, permits and equipment necessary to perform the work in accordance with all applicable federal, state, and local regulations, standards, and codes governing asbestos and hazardous materials abatement and other trade work done in conjunction with the abatement and with these specifications.
6. Prior to commencement of any project, special conditions at the site must be considered by the contractor when performing the asbestos abatement (that is, high temperatures; equipment that must remain in operation; other toxic substances in the air, running through pipes or contaminating surfaces). The contractor will be responsible for obtaining this information from the CES Member/PE.
4. The contractor is responsible for restoring the work area and auxiliary areas used during the project to a condition that is safe, equal to or better than the original and accessible to the CES Member/PE. The contractor shall, during the progress of work, remove and dispose of all debris, and keep the premises clean. Upon completion of the work, the contractor will remove all construction equipment and surplus materials. Any damages caused during the performance of activities will be repaired by the contractor at no additional expense to CES or its Member/PE.
5. The work area shall be cleaned in compliance with all federal, state and local requirements, and any other criteria agreed upon by the contractor and the CES Member/PE prior to initiation of the project.
6. Contractor shall maintain documentation including daily logs to include:
 - a) Job progress reports detailing abatement activities, including daily field activities, daily air monitoring and lab results, NESHAPS notification and regulatory agency response, daily employee containment sign in/out, visitor on-site sign in/out,
 - b) Copies of all transportation manifests, trip tickets and disposal receipts for all asbestos waste materials removed from the work area.
 - c) Maintenance documentation on respirator filter changes, HEPA vacuums, negative pressure ventilation units and other engineering controls.
 - d) Material testing conducted during the abatement for purposes of use of abatement activities (testing of encapsulate depth for penetration, testing of substitute materials for adherence to encapsulated surfaces).
 - e) Current AHERA training certificates.
7. Upon the satisfactory completion of removal and disposal process, the contractor will provide the CES Member/PE with documentation showing that the materials were

properly disposed of, together with the location of the disposal site and EPA permit number for the disposal facility.

8. If requested, the contractor will assist the CES Member/PE in identifying and classifying surplus and/or old chemicals, janitorial supplies, compounds or other industrial waste and materials found within its facilities, science, automotive, arts/crafts, industrial arts areas, educational classrooms, storage areas or any other building identified in the scope of work. The contractor will assist the Member/PE in determining the proper method for disposing of the materials identified by preparing a written proposal clearly stating the process to be used, the disposal site to be used and all cost associated with the proposed project.
9. If requested, the contractor will assist the CES Member/PE in identifying the most advantageous method of cleaning various types and sizes of HVAC air systems and duct work. All work performed must be by a fully trained, qualified and certified air system cleaning specialist who has successfully taken and passed a comprehensive examination in air quality assessment, safety regulations, and heating, ventilation and air conditioning systems offered by NADCA. All waste and hazardous materials generated from the project shall be properly stored, handled, transported and disposed of in accordance with federal, state and local requirements.
10. If requested, the contractor will assist the CES Member/PE in identifying the most advantageous method of containment and removal of contaminated materials caused by accidents, construction or remodeling projects, mold or mildew, bird or rodent droppings or other animal waste, contamination by chemical seepage or improper storage or any other causes. The contractor will prepare a written proposal clearly stating the process to be used, the disposal site to be used and all costs associated with the proposed project.
11. If requested, the contractor will assist the CES Member/PE to identify the most advantageous method for the removal and disposal of leaking underground fuel storage tanks. If soil contamination exists, contractor will assist the Member/PE in developing a remediation plan for disposing of contaminated materials in accordance with EPA, federal, state and local requirements. The contractor will prepare a written proposal clearly stating the process to be used, the disposal site to be used and any/all costs associated with the proposed project.
12. If requested, the contractor will assist the CES Member/PE with environmental investigation services to identify, locate, determine the source or cause and develop the most advantageous method and plan to remediate the environmental risk observed and/or suspected to exist. The contractor shall provide the services necessary to remove, transport and dispose of any hazardous materials identified in accordance with EPA, federal, state and local requirements. The contractor will prepare a written proposal clearly stating the process to be utilized, the disposal site to be used and any/all costs associated to the proposed project.
13. If requested, the contractor will assist the CES Member/PE with investigating, assessing and developing plans relating to dealing with ground water, water well monitoring, drinking and tap water quality studies, etc. The contractor will prepare a written

proposal clearly stating the process to be utilized, the actions to be taken and any costs associated with the proposed project.

14. Upon acceptance of the contractor's proposal to perform the work requested by the Member/PE and the receipt of a CES purchase order, the contractor will be responsible for preparing all documentation required and submitting and receiving the proper permits from the various federal, state and local governmental agencies required to complete the scope of work as agreed to by all parties.
15. The contractor must comply with all current federal and state regulations/requirements:
 - a) Occupational Safety and Health Administration (OSHA)
 - b) Title 29, Code of Federal Regulations, Section 1910.1001, *Occupational Safety and Health Standards - Asbestos*
 - c) Title 29, Code of Federal Regulations, Section 1910.134, *Occupational Safety and Health Standards – Respiratory Protection*
 - d) Title 29, Code of Federal Regulations, Section 1926, *Safety and Health Regulations for Construction*
 - e) Title 29, Code of Federal Regulations, Section 1910.1020, *Access to Employee Exposure and Medical Records*
 - f) Title 29, Code of Federal Regulations, Section 1910.1200, *Hazard Communication*
 - g) Environmental Protection Agency (EPA)
 - h) Title 40, Code of Federal Regulations, *National Emission Standard for Hazardous Materials*
 - i) Title 40, Code of Federal Regulations, Part 763, *Asbestos*
 - j) New Mexico State Construction Industries Licensing Act, 1978
16. Upon completion of the project, the contractor will submit satisfactory proof to the Member/PE that required permits, site location and arrangements for transportation and disposal of the hazardous materials have been made. Submit the name of the landfill to be used for disposal and show proof that all regulations pertaining to hazardous materials disposal were met. Obtain and submit a copy of handling procedures and list of protective equipment used for hazardous material disposal at a landfill and signed by the landfill owner. A manifest will be used for this purpose. Manifests are to be notarized by the receiving agency. Submit a Certificate of Insurance naming CES and the CES Member/PE as additional insured, along with 60-day notice of cancellation.
17. When required, submit manufacturer's certification for all equipment to be used during the removal and disposal process as proof that it is EPA certified and designed for this type of activity.
18. When rental equipment is to be used in the removal of hazardous materials or to transport contaminated waste, a written notification concerning intended use of the rental equipment must be provided to the rental agency with a copy submitted to CES.
19. If the project is to last more than one week, submit weekly job progress reports detailing the types of activities performed. Include a review of progress with respect to previously established milestones and schedules, major problems and action taken, injury reports, equipment breakdown and bulk materials stored onsite.

20. Submit copies of all transport manifests, trip tickets and disposal receipts for all waste materials removed from the work area during the removal process.
21. If required, submit daily copies of worksite entry logbooks with information on work and visitor access.
22. If required, submit logs documenting filter changes on respirators, HEPA vacuums, negative pressure ventilation units and other engineering controls.
23. If required, submit a binder with the following information for close-out documentation of all project activities and reports:
 - a) Daily field activity reports
 - b) Daily air monitoring reports and laboratory analytical results, if required
 - c) Any CID, OSHA or EPA or regulatory agency inspection reports, site visit reports and other communications
 - d) Daily employee containment sign-in/out logs if required
 - e) Visitor onsite sign-in/out logs
 - f) Waste manifests, including EPA permit number for disposal facility
 - g) Current medical certificates if required
24. Visually inspect or re-inspect and assess the condition of friable known or assumed ACBM.
25. Visually inspect material that was previously considered non friable ACBM and touch the material to determine whether it has become friable since the last inspection or re-inspection.
26. Identify any homogeneous areas with material that has become friable since the last inspection or re-inspection.
27. Sampling - An accredited inspector shall collect, in a statistically random manner that is representative of the homogeneous area of suspected ACM, bulk samples from each homogeneous area of friable surfacing material for testing.
28. For each homogeneous area of newly friable material that is already assumed to be ACBM, bulk samples shall be collected and submitted for analysis in accordance with 763.86 and 763.87.
29. Assess the condition of the newly friable material in areas where samples are collected, and newly friable materials in areas that are assumed to be ACBM. Reassess the condition of friable known or assumed ACBM previously identified.
30. Record and submit to the designated person a copy of such information that is required under 763.85 (b) (3) (vii) within 30 days of the re-inspection.
31. Update and/or provide the CES Member or Participating Entity a management plan and schedule (developed in accordance to federal AHERA, 40 CFR 763, to include all updates as published for the final rule and notice, and state regulation and requirements) for the re-inspection of all friable and non-friable known or assumed ACBM in each facility building that is leased, owned or otherwise used as a school or public building.
32. Provide an inspection report with the date of the inspection signed by each accredited person making the inspection, State of accreditation, and if applicable, his or her accreditation number.

33. Provide an inventory of the locations of the homogeneous areas where samples are collected, exact location where each bulk sample is collected and the dates that samples are collected, homogeneous areas where friable suspected ACBM is assumed to be ACM, and homogeneous areas where non-friable suspected ACBM is assumed to be ACM.
34. Provide the name and address of each laboratory performing an analysis, the date of analysis, and the name and signature of the person performing the analysis shall be submitted to the CES Member/PE designee for inclusion into the management plan within 30 days of the analysis.

Provide training for CES Member(s) or Participating Entity(s) that fulfills the requirements that EPA, DOT and OSHA mandates for those who handle or work near hazardous substances.

**Omissions in RFP 2020-28 Removal and Disposal of Asbestos, Hazardous/Contaminated Materials, Inspection, Sampling, Analysis, Remediation, Restoration and Related Services of any provision therein described shall not be construed as to relieve the vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment or services.*

**ATTACHMENT B
TO
ACCEPTANCE OF PROPOSAL AND OFFER
AND CONTRACT AWARD**

PRICING

A. CES Members and Participating Entities will pay Contractor for Services at the rates set forth in Attachment B.

RFP # 2020-28

LINE ITEM MARKET BASKET - Hazadous Waste Materials - Abatement, Disposal, Analysis, Inspection/Re-Inspection and Resotration Services

Company Name:

Keers Remediation Inc

Pricing Must Include the CES 1.25% Administration Fee

Product Name	Product Description	Unit of Measure	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Labor	Principle - hrly rate	\$	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
Labor	Accredited Asbestos Inspector - hrly rate	\$	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00
Labor	Accredited Management Planner - hrly rate	\$	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
Labor	Project Manager - hrly rate	\$	55.00	55.00	55.00	55.00	55.00	55.00	55.00	55.00
Labor	Certified Industrial Hygenist - hrly rate	\$	70.00	70.00	70.00	70.00	70.00	70.00	70.00	70.00
Labor	Laboratory Technician - hrly rate	\$	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
Labor	Administrative Support - hrly rate	\$	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00
Labor	Training Development - hrly rate	\$	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00
Labor	Staff Training - hrly rate	\$	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00
Labor	Master Tradesmen/Supervisor - NMCID License (GB98) - Normal Working Hours 8am to 5pm - M-F - NM Wage Rates	\$	92.00	92.00	92.00	74.00	92.00	92.00	92.00	92.00
Labor	Tradesmen - Journeyman - Normal Working Hours 8a to 5p - M-F - NM Wage Rates	\$	80.00	80.00	80.00	69.00	80.00	80.00	80.00	80.00
Labor	Helper/Skilled Labor - Normal Working Hours 8a to 5p - M-F - NM Wage Rates	\$	44.00	44.00	44.00	38.00	44.00	44.00	44.00	44.00
Labor	Master Tradesmen/Supervisor - NMCID License (GB98) - Other than normal working hours, weekends and emergency call out. - NM Wage Rates	\$	126.00	126.00	126.00	110.00	126.00	126.00	126.00	126.00
Labor	Tradesmen - Journeyman - Other than normal working hours, weekends and emergency call out. - NM Wage Rates	\$	118.00	118.00	118.00	102.00	118.00	118.00	118.00	118.00
Labor	Helper/Skilled Labor - Other than normal working hours,weekends and emergency call out. - NM Wage Rates	\$	64.00	64.00	64.00	53.00	64.00	64.00	64.00	64.00
Labor	Master Tradesmen/Supervisor - NMCID License (GB98) - Normal Working Hours 8am to 5pm - M-F - Federal Wage Rates	\$	92.00	92.00	92.00	74.00	92.00	92.00	92.00	92.00
Labor	Tradesmen - Journeyman - Normal Working Hours 8a to 5p - M-F - Federal Wage Rates	\$	80.00	80.00	80.00	69.00	80.00	80.00	80.00	80.00
Labor	Helper/Skilled Labor - Other than normal working hours,weekends and emergency call out. - Federal Wage Rates	\$	44.00	44.00	44.00	38.00	44.00	44.00	44.00	44.00
Labor	Master Tradesmen/Supervisor - NMCID License (GB98) - Other than normal working hours, weekends and emergency call out. - Federal Wage Rates	\$	126.00	126.00	126.00	110.00	126.00	126.00	126.00	126.00
Labor	Tradesmen - Journeyman - Other than normal working hours, weekends and emergency call out. - Federal Wage Rates	\$	118.00	118.00	118.00	102.00	118.00	118.00	118.00	118.00
Labor	Helper/Skilled Labor - Other than normal working hours,weekends and emergency call out. - Federal Wage Rates	\$	64.00	64.00	64.00	53.00	64.00	64.00	64.00	64.00
Analysis	Fixed reimbursement amount to cover overhead and profit for every \$700.00 spent for Laboratory Work.	\$	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00

RFP # 2020-28

LINE ITEM MARKET BASKET - Hazadous Waste Materials - Abatement, Disposal, Analysis, Inspection/Re-Inspection and Resotration Services

Company Name:

Keers Remediation Inc

Pricing Must Include the CES 1.25% Administration Fee

Product Name	Product Description	Unit of Measure	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7	Region 8
Mobilization	Base cost of mobilization to perform a hazardous materials removal and disposal project	\$	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00
Inspection	Inspection cost - per sq ft.	\$	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
3 Year Re-Inspection	Inspection cost - per sq ft.	\$	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Sample Analysis - PLM	Sample Analysis - per sample	\$	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
Sample Analysis - PCM	Sample Analysis - per sample	\$	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00
Sample Analysis - TEM	Sample Analysis - per sample	\$	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
Abatement	Cost of Abatement of used oil - per gallon	\$	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Abatement	Cost of Abatement of janitorial and cleaning chemicals - per gallon	\$	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Abatement	Cost of Abatement of contaminated soil - per ton	\$	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00
Abatement	Cost of Abatement of mold and mildew from buildings and structures.	\$	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Abatement	Cost of Abatement of science lab chemicals - per gallon.	\$	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Abatement	Cost of Abatement of Asbestos floor tile - per sq ft.	\$	3.00	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Abatement	Cost of Abatement of Asbestos wall board - per sq ft.	\$	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Abatement	Cost of Abatement of Asbestos for plaster like materials - per sq ft.	\$	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00
Abatement	Cost of Abatement of Asbestos materials relating to pipe and pipe joints - per sq ft.	\$	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
Abatement	Cost of Abatement of Asbestos materials relating to tank insulations - per sq.ft.	\$	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00
Abatement	Cost of Abatement of Asbestos materials relating to pipe and pipe joints - per sq ft.	\$	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00
Per Diem Rate	Per diem rate - meals and lodging - per 24 hour period.	\$	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00
Milage Rate	Milage rate for company - owned vehicles (car/medium duty truck)	\$	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Materials and Supplies	Fixed reimbursement amount to cover overhead and profit for every \$100.00 spent for materials and supplies.	\$	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00
Equipment Rental	Fixed reimbursement amount to cover overhead and profit for every \$100.00 spent for equipment rental.	\$	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00
Offeror Support For CES Pricing	Offeror's Support for CES Pricing. Percent of difference between CES Price and individual entity price.	%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%	5.00%

Cooperative Educational Services

RFP 2020-28

Other Services/Costs

This is the "PRICING FORMAT REQUIRED". Enter information in shaded areas only. Please Do Not Add, Edit or Change Columns or Column Titles. You may add additional rows and worksheets as needed.

All Regions? If "NO" complete a Price List for each Region		Yes	No
Name: Keers Environmental			
Product/Service Description	Item	Unit	Rate
Analysis PCM (air) 24 hours	Sample	every \$100.00 spent	25.00
Analysis TEM (air) 24 hours	Sample	every \$100.00 spent	25.00
Analysis PLM (bulk) 24 hours	Sample	every \$100.00 spent	25.00
Analysis TEM (bulk) 24 hours	Sample	every \$100.00 spent	25.00
Analysis PLM point count 24 hours	Sample	every \$100.00 spent	25%
Per diem rate (meals and lodging per 24 hr period)	Each	per day	125.00
Mileage rate (company owned vehicle)	Mile	per mile	2.00
Performance and payment bonds	Each	percent	3.5%
Percent of mark-up on invoice items	Each	percent	25%
Mobilization rate	Project	percent	8%
Subcontractors	Each	every \$100.00 spent	25.00
Equipment Rental	Each	every \$100.00 spent	25.00
Dustless blaster	Each	per day	250.00
Company Owned Truck	Each	per day	50.00
Company Owned Enclosed Trailer	Each	per day	75.00
Disposal ACM Material	Invoice	every \$100.00 spent	25.00
Disposal Hazardous Material	Invoice	every \$100.00 spent	25.00
Disposal Non-Hazardous Materials	Invoice	every \$100.00 spent	25.00
Disposal C&D Waste	Invoice	every \$100.00 spent	25.00
Disposal Contaminated Soils	Invoice	every \$100.00 spent	25.00
Disposal Lead Waste Hazardous	Invoice	every \$100.00 spent	25.00
Disposal Lead Non-Hazardous	Invoice	every \$100.00 spent	25.00
Labor Rates (Non-State Wage Rates)			
Coordinator/Estimator	Hour	per hr	70.00
Environmental Supervisor	Hour	per hr	55.00
Environmental Worker	Hour	per hr	50.00
Environmental Inspector	Hour	per hr	70.00
General Laborer	Hour	per hr	50.00
Floor tile and mastic		sq ft	4.00
Sheetrock walls		sq ft	4.00

Cooperative Educational Services

RFP 2020-28

Other Services/Costs

This is the "PRICING FORMAT REQUIRED". Enter information in shaded areas only. Please Do Not Add, Edit or Change Columns or Column Titles. You may add additional rows and worksheets as needed.

All Regions? If "NO" complete a Price List for each Region		Yes	No
Name: Keers Environmental			
Product/Service Description	Item	Unit	Rate
Sheetrock ceilings		sq ft	4.50
Plaster walls		sq ft	5.00
Plaster ceilings		sq ft	5.25
TSI pipe fittings (glovebag)		Each	35.00
TSI pipe insulation (glovebag)		Each	30.00
Labor Rates (State Wage Rates)			
Coordinator/Estimator	Hour	per hr	75.00
Environmental Supervisor	Hour	per hr	60.00
Environmental Worker	Hour	per hr	55.00
Environmental Inspector	Hour	per hr	75.00
General Laborer	Hour	per hr	45.00
Floor tile and mastic		sq ft	4.50
Sheetrock walls		sq ft	4.50
Sheetrock ceilings		sq ft	5.00
Plaster walls		sq ft	5.25
Plaster ceilings		sq ft	5.50
TSI pipe fittings (glovebag)		Each	40.00
TSI pipe insulation (glovebag)		Each	35.00



Contract Award Letter

February 28, 2020

**Keers Remediation Inc.
5904 Florence Ave NE
Albuquerque, NM 87113**

Re: ACCEPTANCE OF OFFER and CONTRACT AWARD For:

2020-28B-C102-ALL

Removal and Disposal of Asbestos, Hazardous and/or Contaminated Goods and Materials, Inspection/Re-Inspection, Sampling, Analysis and Remediation, Restoration and Related Services

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to our 2020-28 solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

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

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

Sincerely Yours,

Cooperative Educational Services

David Chavez
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343



City of Santa Fe, New Mexico

Memorandum



DATE: February 7, 2023

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

VIA: Halona Crowe, Public Works Business Operations Manager for *Halona Crowe*
Halona Crowe (Feb 7, 2023 11:08 MST)
 Regina Wheeler, Public Works Director

FROM: Sam Burnett, Facilities Division Director *J. Samuel Burnett*
J. Samuel Burnett (Feb 7, 2023 11:04 MST)

ACTION:
 Request approval of a General Services Contract for Miscellaneous On-Call Remediation Services for City Facilities; in the total amount of \$250,000.00 including NMGR; Keers, Inc; Sam Burnett, jsburnett@santafenm.gov, 505-955-5933.

BACKGROUND AND SUMMARY:
 The Public Works Department’s Facilities Division uses on-call services throughout the City’s facilities and properties including Midtown and the Railyard. These on-call services allow us to address issues, needs, and emergencies as they arise in a timely and efficient manner. The Facilities Division typically maintains on-call contracts for General Contracting, Mechanical Electrical and Plumbing, Roofing, Remediation, and Landscaping.

This is a formal request for the approval of an on-call contract for Remediation services with Keers, Inc. Keers Inc. specializes in the removal and disposal of various hazardous and/or contaminated goods and materials as well as inspection, sampling, analysis and remediation, restoration and related services. This on-call contract with Keers, Inc is critical to the ability of the Facilities Division to respond to emergency situations in a timely manner and will help prevent major damage to the City’s facilities and to mitigate any future damage. Keers has provided a number of services throughout the city and have proven to be cost effective, reliable and consistently capable of providing high quality results.

This on-call contract is not a guarantee of payment to the vendor awarded such a contract. This contract is only used as need arises and funding is available. Each time an on-call contract is used the vendor receives a formal request or ‘task order’ from Staff. The Requesting Department shall provide, at a minimum, a detailed scope of work and/or drawings defining work required. The vendor then provides a quote, which is vetted and negotiated by staff as needed. Once the quote is deemed satisfactory and funding is identified a purchase requisition is entered and a purchase order produced for that particular scope of work.

PROCUREMENT METHOD:
 This contract is procured using the CES procurement vehicle via CES Contract #2020-28B-C102-All

CONTRACT NUMBER:
 The Munis contract number is 3203813. This contract expires June 30, 2024, with the right to renew on an annual basis not to exceed four years.

FUNDING SOURCE: Various

Balance: \$250,000.00

Munis Org Name/Number: Various

Munis Object Name/Number: Various

ATTACHMENTS:

Keers, Inc Contract

Keers, Inc Proposal

Keers, Inc Procurement Documents (SWPA, CES, GSA, ITB/RFP, etc)

Keers, Inc Certificate of Insurance

Keers, Inc Business License

Summary of Contracts

Procurement Checklist



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of New Mexico, Inc. PO Box 94450 Albuquerque NM 87199		CONTACT NAME: Mariah Kochensparger PHONE (A/C, No, Ext): (505) 821-5888 E-MAIL ADDRESS: Mariah.Kochensparger@bbrown.com FAX (A/C, No):	
INSURED Keers Remediation Inc. 5904 Florence Ave NE Albuquerque NM 87113		INSURER(S) AFFORDING COVERAGE INSURER A: Arch Specialty Insurance Company INSURER B: Arch Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 21199 11150	

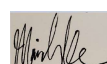
COVERAGES **CERTIFICATE NUMBER:** 22' Keers Master **REVISION NUMBER:**

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 CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			12EMP0555106	04/01/2022	04/01/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			11CAB9245406	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0			12EMX0555206	04/01/2022	04/01/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/>		N/A	EBWCC00130-06	04/01/2022	04/01/2023	<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
A	Pollution/Professional-Claims Made			12EMP0555106	04/01/2022	04/01/2023	Per Occurrence	\$1,000,000
							Aggregate	\$2,000,000
							Deductible	\$5,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

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

BUSINESS REGISTRATION

Business Name: KEERS REMEDIATION INC
DBA: KEERS REMEDIATION INC

Business Location: 5904 FLORENCE AVE NE
ALBUQUERQUE, NM 87113

Owner: Amarante Jaramillo

License Number: 2224808

Issued Date: October 17, 2022

Expiration Date: October 17, 2023

CRS Number: 02-947580-00-5

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General

Fees Paid: \$10.00

KEERS REMEDIATION INC
5904 Florence Ave NE
Albuquerque, NM 87113

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203813

Contractor: Keers, Inc.

Description: City-Wide On-Call Remediation Services.

Contract Agreement Lease / Rent Amendment

Term Start Date: TBD Term End Date: June 30, 2024

Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:** _____

 _____ Feb 8, 2023
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: Procured via CES CoOp

4. **Funding Source:** Various **Org / Object:** Various/Various

 _____ Feb 7, 2023
Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Sam Burnett Phone # 505-955-5933

Email: jsburnett@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Keers, Inc.

Procurement Title: City-Wide On-Call Remediation Services

Procurement Method: State Price Agreement Cooperative Sole Source Other

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

Department Requesting Public Works/Facilities Div Staff Name Sam Burnett

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

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

Sam Burnett Facilities Division Director 2/3/2023

Department Rep Printed Name (attesting that all information included) Title Date
 Contracts Supervisor Feb 8, 2023

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

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











23-0100 Keers, Inc. On-Call CES Contract #2020-28B-C102-All PW FACILITIES GB

Final Audit Report

2023-03-14

Created:	2023-03-09
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAIgwzTB7XO4kHpPhxRLG_I6MTIfJgzJq

"23-0100 Keers, Inc. On-Call CES Contract #2020-28B-C102-All PW FACILITIES GB" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)
2023-03-09 - 8:19:55 PM GMT- IP address: 63.232.20.2
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Signature Date: 2023-03-14 - 2:59:00 PM GMT - Time Source: server- IP address: 174.205.96.118

 Agreement completed.

2023-03-14 - 2:59:00 PM GMT