

CITY OF SANTA FE
CONSTRUCTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Apache Construction Co., Inc. dba Valley Fence Company**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the City has let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of _____, 2022.

The CITY and the CONTRACTOR agree:

1. Scope of Work.

A. The Contractor shall perform the following work and as described in Exhibit "A" attached hereto:

1) Install solar powered swing gate operators, 40 watt solar panels, battery powered operators, exit and safety sensors, 5 remote controls, Bluetooth phone activators, panel on 12 foot high post, pipe gates to cover openings with 3" heavy pipe, 6 5/8" mounting posts, steel plates for unit and welded in place.

2) The Contractor shall be responsible for verifications of all conditions, measurements, and dimensions for bidding.

3) The Contractor shall be responsible for all permits, fees, and State inspections associated with the construction.

B. Project: Ragle Park Parking Lot Gates, 2530 W. Zia Rd., Santa Fe, NM
City Department: Public Works, Parks Division

2. Compensation.

A. The City shall pay to the Contractor in full payment for \$24,855.00, excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

Base Bid (OR BID ALTERNATE A)	\$24,855.00
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Gross Receipts Tax (8.1875 %)	\$2,035.00
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Base Bid (OR BID ALTERNATE A) plus NMGR \$26,890.00

The total amount payable to the Contractor under this Agreement, including Alternates (if needed) gross receipts tax and expenses, shall not exceed \$26,890.00. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2024** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole

liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. 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.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement 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 City Council, this Agreement shall terminate immediately 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.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. 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.

7. Construction Contract Performance and Payment Bond.

A. When a construction contract is awarded in excess of twenty-five thousand dollars

(\$25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars (\$125,000) or more.

8. 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.

9. 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.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

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

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this

Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of Cityship by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

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.

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 Article 12 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 Article 12 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 Article 12 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.

14. 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 Article 4 herein, or to agree to the reduced funding.

15. Change Orders.

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

- 1) Deliverable requirements, as outlined in the Scope of Work;
- 2) Due date of any Deliverable, as outlined in the Scope of Work;

- 3) Compensation of any Deliverable, as outlined in the Scope of Work;
- 4) Agreement compensation, as outlined in Article 2; or
- 5) Agreement termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

- (a) the name of the person requesting the change;
- (b) a summary of the required change;
- (c) the start date for the change;
- (d) the reason and necessity for change;
- (e) the elements to be altered; and
- (f) the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. 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 Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Penalties for violation of law.

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 illegal bribes, gratuities and kickbacks.

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures 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.

19. 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, sec. 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.

20. 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.

21. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

22. Other 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 as 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. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. 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.

D. 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.

23. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. 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

24. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. 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.

26. 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.

27. 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.

28. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified,

return receipt requested, postage prepaid, as follows:

To the City: Melissa A. McDonald
 Parks and Open Space Director
 1142 Siler Rd., Santa Fe, NM 87505
 mamcdonald@santafenm.gov

To the Contractor: Valley Fence Company
 David Garcia
 PO Box 12312, Albuquerque, NM 87195
 vfc david@aol.com

29. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

30. Progress Payments.

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

31. Liquidated Damages.

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

32. Final Payment.

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a

disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

33. Schedule.

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30 day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and are part of their Contract.

34. General and Special Provisions

A. Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to be in compliance with the law.

C. This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Agreement.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

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

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

H. Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

K. Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

L. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

M. Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

N. Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

O. Pursuant to Section 13-4-11, NMSA 1978, Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

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:

John Blair
John Blair (Sep 18, 2023 17:12 MDT)

JOHN BLAIR, CITY MANAGER

DATE: Sep 18, 2023

CONTRACTOR:
Valley Fence Company

[Signature]
NAME

President / CEO
TITLE

DATE: 8-7-23
CRS# 01-165-805-003

Registration # _____

ATTEST:

Kristine Mihelcic
KRISTINE BUSTOS MIHELICIC, CITY CLERK
XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 31, 2023 10:07 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Sep 18, 2023 16:43 MDT)
EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org# 3559980/572970 AH



QUOTATION / ACCEPTANCE

VALLEY FENCE COMPANY

A Division of A.C.C.I.

PREPARED FOR:

CITY OF SANTA FE PARKS
200 LINCOLN AVE
SANTA FE, NEW MEXICO 87504

P.O. Box 12312
Albuquerque, NM 87195
Telephone (505) 877-1155
Fax (505) 877-5301

Phone:	505-629-7435
email:	isharp@santafenm.gov

Date:	Thursday, August 17, 2023
Delivery:	
Terms:	
F.O.B.:	
Bid Date:	08/17/2023

Project No. RAGLE PARK

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
1	2 EACH	SOLAR POWERED SWING GATE OPERATORS, 40 WATT SOLAR PANELS, BATTERY POWERED OPERATORS, EXIT AND SAFETY SENSORS, 5 REMOTES CONTROLS, BLUETOOTH PHONE ACTIVATORS, PANEL ON 12 FOOT HIGH POSTS, PIPE GATES TO COVER OPENINGS, 3" HEAVY PIPE, 6 5/8" MOUNTING POSTS, STEEL PLATES FOR UNIT AND WELDED INPLACE, PRICE IS MATERIALS AND LABOR TO INSTALL.	LUMP SUM	\$ 24,855.00
TAX RATE	8.1875%			PLUS TAX

TERMS: PAYABLE ON DATE OF THIS CONTRACT UNLESS OTHER TERMS ARE PROVIDED HEREIN:

VALLEY FENCE COMPANY agrees to guarantee above fence to be free from defects in materials for one year. Exclusion: Warranty does not cover warping or shrinkage on any wood products. Gate operators warranty for ninety days.

VALLEY FENCE COMPANY shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer.

VALLEY FENCE COMPANY will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does VALLEY FENCE COMPANY assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located, it is recommended that the customer have the property surveyed.

The customer will assume all liability for any damage caused by directing VALLEY FENCE COMPANY to dig in the immediate vicinity of known utilities.

The final billing will be based on the actual footage of fencing built and the work performed. Partial billing for materials used on this job and adjustments for labor will be charged or credited at the currently established rates. Additional charges for any extra work not covered in this contract that was requested by the customer will also be added. The full amount of any additional charges will become payable upon completion of all work whether or not it has been invoiced.

A finance charge of 1 1/2% per month (or a minimum of \$1.00), which is an annual percentage rate of 18%, shall be applied to accounts that are not paid within 30 days after completion of any work invoiced. All materials will remain the property of VALLEY FENCE COMPANY until all invoices pertaining to this job are paid in full within 30 days. All warranties are void in total if sum is not received within thirty days. Right of access and removal is granted to VALLEY FENCE COMPANY in the event of non-payment under these terms of this contract.

CONTRACT TOTAL	APPROVED & ACCEPTED FOR CUSTOMER	
Contract Amount:	X	DAVID GARCIA 505-304-3891
NMGRT:	Customer Date	VFCDAVID@AOL.COM
Total Contract:	X	
	Customer Date	



**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:
8 Vendors

Number: **20-00000-21-00028**

Amendment No.: **One**

Term: **January 31, 2022 – January 30, 2024**

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

Procurement Specialist: **Clarke J. Fountain**

Telephone No.: **(505) 629-2964**

Email: **ClarkeJ.Fountain@state.nm.us**

Invoice:
As Requested at Time of Order

Title: Fencing Material and/or Installation

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties except (AD) Enchantment Fences, LLC, this Price Agreement is extended from January 31, 2023 to January 30, 2024 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

e Purchasing Agent

Date: 9/20/2022

x This Agreement was signed on behalf of the State Purchasing Agent

Certificate Of Completion

Envelope Id: D995107B792644EBBF21027989528F8C

Status: Completed

Subject: Please DocuSign: SPD SPA 20-00000-21-00028 A001

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Clarke Fountain

AutoNav: Enabled

13 Bataan Blvd

Envelopeld Stamping: Enabled

Santa Fe, NM 87508

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

ClarkeJ.Fountain@state.nm.us

IP Address: 97.123.171.241

Record Tracking

Status: Original

Holder: Clarke Fountain

Location: DocuSign

9/20/2022 3:57:52 PM

ClarkeJ.Fountain@state.nm.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

Signer Events**Signature****Timestamp**

Michael Saavedra



Sent: 9/20/2022 4:00:07 PM

michael.saavedra@state.nm.us

Viewed: 9/20/2022 4:20:38 PM

New Mexico General Services

Signed: 9/20/2022 4:21:15 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 174.205.35.92

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 6/4/2020 11:04:51 AM

ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Clarke Fountain



Sent: 9/20/2022 4:21:16 PM

clarkej.fountain@state.nm.us

Viewed: 9/20/2022 4:23:07 PM

Procurement Specialist

Signed: 9/20/2022 4:23:30 PM

New Mexico General Services

Signature Adoption: Pre-selected Style

Using IP Address: 97.123.171.241

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Valerie Paulk



Sent: 9/20/2022 4:23:32 PM

Valerie.Paulk@state.nm.us

Viewed: 9/20/2022 4:27:23 PM

Signed of Behalf of State Purchasing Agent

Signed: 9/20/2022 4:27:42 PM

New Mexico General Services

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 5/29/2020 9:40:59 AM

ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/20/2022 4:00:07 PM
Certified Delivered	Security Checked	9/20/2022 4:27:23 PM
Signing Complete	Security Checked	9/20/2022 4:27:42 PM
Completed	Security Checked	9/20/2022 4:27:42 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



State of New Mexico General Services Department

Statewide Price Agreement

Awarded Vendor:
9 Vendors on Page 6

Price Agreement Number: **20-00000-21-00028**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **See Page 6**

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

Procurement Specialist: **Mark Lujan**

Telephone No.: **(505) 795-2516**

Email: **Mark.Lujan@state.nm.us**

Invoice:
As Requested at Time of Order

Title: Fencing Material and/or Installation

Term: January 31, 2022 thru January 30, 2023

This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk
Mark Hayden, New Mexico State Purchasing Agent

Date: 2/7/2022

x This Agreement was signed on behalf of the State Purchasing Agent

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

JDL MS

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Purchasing Division
Statewide Price Agreement #: 20-00000-21-00028

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor 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 Vendor, 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 subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

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the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **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.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing

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this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency 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)

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days, the Agency 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. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause

Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.

Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:**(AA) 0000084338****AFC LLC****dba: Albuquerque Fence****Delivery:****As Requested****3807 Academy Parkway N NE****Albuquerque, NM 87109****505-898-3696****jill@abqfence.com****(AB) 0000054618****American Fence Company of New****Mexico, Inc.****Delivery:****Two (2) weeks****PO Box 19040****Phoenix, AZ 85005-9040****505-897-3103****rob.casper@americanfence.com or paul.maxfield@americanfence.com****(AC) 0000057596****Apache Construction Co., Inc.****dba: Valley Fence Company****Delivery:****30 Days****P.O. Box 12312****Albuquerque, NM 87195****505-877-1155****ntarango@vfcn.com or pchavez@valleyfencecompany.com****(AD) 0000044788****Enchantment Fences LLC****8322 Broadway SE****Delivery:****As Requested****Albuquerque, NM 87105****505-877-7070****info@enchantmentfences.com****(AE) 0000113804****Interwest Safety Supply****5821 Coronado Ave. NE****Delivery:****Destination****Albuquerque, NM 87109****505-850-3646****massaad@iwsafety.com**

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(AF) 00000049250

L & J Construction, Inc.

PO Box 1943

Anthony, NM 88021

575-882-4426

ljconst@gmail.com

Delivery:

FOB Destination

(AG) 0000109689

RLC Services

dba: Lynn's Landscape & Fencing

PO Box 250

Elephant Butte, NM 87935

505-320-9025

preed8062@hotmail.com

Delivery:

As Requested

(AH) 0000163715

TLC Elite YMS LLC

dba: TLC Elite YMS

3403 Ann Circle

SE

Rio Rancho, NM 87124

505-835-8619

tlceliteymsllc@gmail.com

Delivery:

within 30 days of award date

(AI) 0000108636

TriWest Fence LLC

110 Denny Rd

Bernalillo, NM 87004

505-867-6433

sales@triwestfence.com or

bryant@triwestfence.com

Service@triwestfence.com

Delivery:

**Automatic Gate Emergency
Service within 24 hours Fence
Emergency Service within
48-72 hours**

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Specifications

Establish a Statewide Price Agreement for the furnishing of fencing materials, gates and fittings. Also included in this Price Agreement will be to provide labor rates for installing new fence and materials and repair of existing fencing within the State. Gate operators with controls and installation of bollards for protection are also included. Any related work to bring in power and controls, set posts in concrete, cut pavement, etc. is included. Wiring for low or high voltage electric fence installations are not included. In general, subcontracts are allowable with prior written agency permission. Related subcontracting for concrete testing, Architect/Engineer design and electrical for gates and other related work is allowable. This Price Agreement shall be utilized by all New Mexico State Agencies, commissions, political subdivisions and local public bodies applicable by law.

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of two (2) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed three (3) years.

Compensation Caps

The total cost of **each project**, excluding applicable gross receipts tax, shall not exceed Four Million Dollars **(\$4,000,000.00)**. **This cap includes all change orders associated with the project.** NM Gross Receipts Taxes is not included on the Compensation Cap, however it is billed on the pay application/invoice.

The total cap for **this Statewide Price Agreement** is **Twelve Million Five Hundred Thousand Dollars (\$12,500,000) per awarded Contractor** for the whole term of the Statewide Price Agreement.

MANDATORY REPORTING FOR AGENCIES AND LOCAL PUBLIC BODIES

The Agency or Local Public Body **MUST** report all work issued under this Price Agreement to the State Purchasing Division so that the cap thresholds can be monitored.

When the total cap of **Twelve Million Five Hundred Thousand Dollars (\$12,500,000)** for this Statewide Price Agreement has been reached, the Contractor will be terminated from the Price Agreement.

Multiple Awards:

Pursuant to the Procurement Code, Sections 13-1-153 and 13-1-154, the State reserves the right to issue multiple awards to obtain the items listed. Multiple awards are recommended to ensure availability and timely delivery.

Escalation / Reduction Clause:

Contractor shall keep pricing fixed for each year of this Price Agreement. Thereafter, SPD and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Contractor shall submit all pricing increase requests to SPD directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement.

Requested price increases that exceed 10% will not be accepted. No price increase may result in a higher profit margin for the Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Price Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. To facilitate prompt consideration, all requests for price increase must include all information listed below:

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1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase.

General Requirements:

The awarded contractor shall respond to the user agency within twenty four (24) hours to any request involving installation or repair of fencing material to make arrangements to have a crew and materials sent to the work site when available. The Contractor must have installation crews available for installation and/or repair of materials throughout the state of New Mexico.

The Contractor and their employees agree to cooperate with and abide by any and all rules and regulations set forth by the user agency as not to interfere with the daily operations of the user agency or to jeopardize the health and safety of all employees, and the general public.

Contractor must be licensed, insured, and in compliance with all current applicable federal, state, and local rules, regulations, and codes pertaining to this type of work. The procuring agency shall not be held liable for any accidents or injuries to the Contractor's employees incurred as a result of contractor's employees' negligence while performing services for the user agency.

A potential sub-contractor of the Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Price Agreement may be cancelled immediately.

For the New Mexico Corrections Department or other secure sites, any security clearances and/or criminal history background checks that may be required for the Contractor and its employees must be obtained prior to commencement of the job. The Corrections Department or the procuring agency reserves the right to deny any employee of the Contractor, access to the property should that employee be in violation of any criteria required for the security clearance.

Any procuring agency reserves the right to escort any or all employees of the Contractor off the property for any inappropriate conduct or actions that jeopardize the safety, security, or well-being of the facility. Should any incidents occur, the State of New Mexico reserves the right to immediately cancel this agreement for that Contractor.

The Contractor, during the delivery, installation or repair of fencing materials shall take all steps necessary to protect any existing property including adjacent or connecting surfaces, buildings, equipment, electrical systems, piping, sidewalks and landscaping from unnecessary damage. Any unnecessary damage to property shall be promptly repaired to the satisfaction of the user agency at the Contractor's expense.

Under the terms and conditions of this Price Agreement all State of New Mexico, Commissions, Institutions, Political Sub-divisions and Local Public Bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder. All orders issued hereunder will bear both an order number and this Price Agreement number. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the Contractor during the term of this Price Agreement. The Contractor shall

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enclose a packing list with each shipment listing the order number, Price Agreement number, and commercial part number (if any) for each item.

The Contractor shall ship all products F.O.B. Destination. Except for loss or damage directly attributable to the negligence of a procuring agency, the Contractor shall bear all risk of loss or damage until products have been accepted by the procuring agency. All shipping costs, whether regular or enhanced, shall be prepaid by the Contractor and billed as a separate item at actual cost. The Contractor shall advise the procuring agency of any enhanced delivery charges prior to the acceptance of the purchase order.

Acceptance - In accordance with Section 13-1-158 NMSA 1978, the agency shall determine if the product or services provided meet specifications. No payment shall be made for any products or services until the products or services have been accepted in writing by the procuring agency. Unless otherwise agreed upon between the procuring agency and the Contractor, within fifteen (15) days from the date the procuring agency receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the procuring agency shall issue a written certification of complete or partial acceptance or rejection of the products or services.

The time period for acceptance of products shall begin at the time of receipt of the final shipment when there are multiple agreement shipments per purchase order. Unless the procuring agency gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

Inspection - Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the vendor's risk and expense, promptly after notice of rejection.

Whenever a procuring agency does not accept any product and returns it to the Contractor, all related documentation furnished by the Contractor shall be returned also. The Contractor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the procuring agency. Unless otherwise agreed upon by the procuring agency, the Contractor is responsible for the pick-up of returned equipment.

This Price Agreement may be amended by mutual agreement of the State Purchasing Agent and the Contractor upon written notice by either party to the other. As stated in Article VI -Amendment on Page 7 of Terms and Conditions.

Tax Note: Price shall not include state gross receipts tax or local option tax(es). Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

Important Information - The conditions and specifications sent out in the Invitation to Bid are inseparable and indivisible. Any vendor, by submitting a bid, agrees to be bound by all such conditions or specifications sent out in this Invitation to Bid, and all other documents required to be submitted shall be returned by the vendor in his bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the bid, at the discretion of the state, constitute grounds for rejection of the entire bid.

All quantities are estimated and listed solely for bid purposes only. No guaranteed quantities will be purchased at one time. The State of New Mexico, its agencies and its subsidiaries reserve the right to utilize the Price Agreement in whole or in part and may be increased, decreased or not utilized to accommodate the agency's needs.

Contractor Note:

No person shall act as a contractor without a license issued by the (Construction Industries) division classified to cover the type of work to be undertaken. No bid on a contract shall be submitted unless the contractor has a valid license issued by the (Construction Industries) division to bid and perform the type of work to be undertaken. 60-13-

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12, NMSA 1978. Bidders must have their license and public works registration current and active at the time of bid opening or the bid will be considered non-responsive.

Contractor License Number: _____

Vendor is requested to indicate Federal Tax ID Number, NM Gross Receipts Number or Social Security Number:

Bidder must have a Public Works Registration which is active at the time of bid opening.

Public Works Registration Certification Number: _____

Fence material ordered by any Corrections Department will be prison grade fencing material, gates and fittings. Fence material and construction ordered by New Mexico Department of Transportation will have to comply with the NM DOT Standard Specifications for Highway and Bridge Construction 2000 edition, which can be purchased from the General Office store in Santa Fe, NM (505) 827-5209. The Contractor shall comply with all federal and state environments requirements while working in designated waters of the US including but not limited to live streams and arroyos.

Environmental clearance should be obtained before undertaking any work in any channel.

Awarded Contractor shall maintain or have access to ample stock of the various products listed in this Price Agreement to support the needs of the agency or local public body.

All products supplied and/or installed under this Price Agreement shall be manufactured of the highest quality materials and made in the United States of America. Any brands specified are provided only as a reference to the level of quality desired and do not reflect a preference on the part of the user agency or local public body. Unfamiliar products or contraction techniques shall be evaluated by user agency and Contractor's must be prepared to supply sample product and/or demonstrate new methods. Vendor must also specify minimum order amounts if applicable

General Framework -All frame work shall conform to the following: all line posts, terminals, braces, top rails, gateposts and gate frames shall conform to federal specification RR-F-1 91/3C Class I. Pipe shall be steel pipe, Grade A, round with all surfaces hot-dip galvanized. Galvanizing shall be triple coated with 28.35 G. of zinc per sq. meter.

Vendors who do not bid items as specified may be deemed nonresponsive. Vendors who do not supply or subcontract for specific items on the list may enter 'No Bid' or a zero or leave those items blank.

SUBCONTRACTING:

Subcontracting is allowed, however NO markup is allowed of those expenses.

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Items:

Item	Approx. Qty.	Unit	Article and Description	Unit Price		
Chain Link Line Posts / Terminal Posts / Top Rails:				(AA)	(AB)	(AC)
001	1	LF	1-5/8" O/D high strength galvanized steel; Price per lineal foot	\$3.45	\$3.90	\$3.30
				(AD)	(AE)	(AF)
				\$4.50	\$4.20	\$4.20
				(AG)	(AH)	(AI)
				\$3.75	\$7.19	\$3.94
				(AA)	(AB)	(AC)
002	1	LF	1-7/8" O/D high strength galvanized steel; Price per lineal foot	\$4.26	\$4.80	\$4.07
				(AD)	(AE)	(AF)
				\$5.50	\$5.20	\$5.20
				(AG)	(AH)	(AI)
				\$4.63	\$9.07	\$5.47
				(AA)	(AB)	(AC)
003	1	LF	2-3/8" O/D high strength galvanized steel; Price per lineal foot	\$5.74	\$6.50	\$5.49
				(AD)	(AE)	(AF)
				\$6.50	\$7.00	\$7.00
				(AG)	(AH)	(AI)
				\$6.24	\$12.29	\$6.64
				(AA)	(AB)	(AC)
004	1	LF	2-7/8" O/D high strength galvanized steel; Price per lineal foot	\$9.27	\$10.35	\$8.87
				(AD)	(AE)	(AF)
				\$8.50	\$11.30	\$11.30
				(AG)	(AH)	(AI)
				\$10.08	\$18.64	\$11.55
				(AA)	(AB)	(AC)
005	1	LF	4" O/D high strength galvanized steel; Price per lineal foot	\$12.93	\$14.20	\$12.36
				(AD)	(AE)	(AF)
				\$14.50	\$15.85	\$15.75
				(AG)	(AH)	(AI)
				\$14.05	\$26.65	\$17.47
				(AA)	(AB)	(AC)
006	1	LF	6" O/D high strength galvanized steel; Price per lineal foot	\$25.70	\$25.00	\$24.59
				(AD)	(AE)	(AF)
				\$34.50	\$32.50	\$31.30
				(AG)	(AH)	(AI)
				\$27.94	\$45.30	\$34.38

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Chain Link Gates

Frame and brace shall be of industrial grade, I 7/8" O/D standard galvanized pipe shall be used for both frame and interior bracing. Gate frames and bracing shall be welded at **all** joints and comers and all welds must be covered with a rust preventive coating. Fabric on gates shall be equal to fabric being used on fence unless otherwise specified by procuring agency.

Pricing for gates shall be bid on as a price per lineal foot with standard hardware including hinges and simple latch. Unit price per lineal foot shall be figured on gate height. Example: Cost to construct gate 6 foot high, 1 foot wide= cost per lineal foot for 6 foot high gate.

007	1	LF	Lin Ft. Gate - 6 to 8ft. High	(AA) \$18.00	(AB) \$21.00	(AC) \$14.50
				(AD) \$27.50	(AE) \$23.00/ft.	(AF) \$125.00
				(AG) \$64.65	(AH) \$160.57	(AI) \$28.00

				(AA) \$18.75	(AB) \$22.00	(AC) \$15.50
008	1	LF	Lin Ft. Gate-8'1"to 12 ft. high	(AD) \$49.50	(AE) \$24.00/ft	(AF) \$155.00
				(AG) \$92.50	(AH) \$265.68	(AI) \$38.00

				(AA) \$20.00	(AB) \$23.00	(AC) \$16.50
009	1	LF	Lin Ft. Gate - over 12 ft. high	(AD) \$59.50	(AE) \$26.50/ft.	(AF) \$250.00
				(AG) \$107.50	(AH) No Bid	(AI) \$56.00

Fabric

Fence fabric shall be smooth galvanized finish, 9 ga. US origin, open hearth steel, hot-dip galvanized before weaving with 1.2 oz. of zinc per square meter of wire, twisted at top and knuckled at bottom. 1"O Substitutes.

				(AA) \$25.72	(AB) \$8.50	(AC) \$25.72
010	1	LF	6' wide roll 25 MM mesh	(AD) \$19.50	(AE) \$33.50	(AF) \$33.00
				(AG) \$31.04	(AH) No Bid	(AI) \$23.72

				(AA) \$5.63	(AB) \$5.85	(AC) \$5.63
011	1	LF	6' wide roll 50 MM mesh	(AD) \$6.50	(AE) \$7.50	(AF) \$7.50
				(AG) \$6.40	(AH) \$10.25	(AI) \$7.73

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012	1	LF	8' wide roll 25MM mesh	(AA)	(AB)	(AC)
				\$32.90	\$11.35	\$32.90
				(AD)	(AE)	(AF)
				\$25.50	\$42.50	\$42.00
				(AG)	(AH)	(AI)
				\$39.88	No Bid	\$31.63
013	1	LF	8' wide roll 50MM mesh	(AA)	(AB)	(AC)
				\$7.50	\$7.80	\$7.50
				(AD)	(AE)	(AF)
				\$9.50	\$10.00	\$9.50
				(AG)	(AH)	(AI)
				\$8.53	\$13.90	\$10.30
014	1	LF	10' wide roll 25MM mesh	(AA)	(AB)	(AC)
				\$41.10	\$14.15	\$41.10
				(AD)	(AE)	(AF)
				\$34.50	\$52.50	\$52.50
				(AG)	(AH)	(AI)
				\$49.81	No Bid	\$39.53
015	1	LF	10' wide roll 50MM mesh	(AA)	(AB)	(AC)
				\$9.37	\$9.75	\$9.37
				(AD)	(AE)	(AF)
				\$12.50	\$11.95	\$12.00
				(AG)	(AH)	(AI)
				\$10.02	\$17.30	\$12.87
016	1	LF	12' wide roll 25MM mesh	(AA)	(AB)	(AC)
				\$49.36	\$17.00	\$49.36
				(AD)	(AE)	(AF)
				\$43.50	\$63.50	\$63.00
				(AG)	(AH)	(AI)
				\$59.83	No Bid	\$47.44
017	1	LF	12' wide roll 50MM mesh	(AA)	(AB)	(AC)
				\$11.24	\$11.70	\$11.24
				(AD)	(AE)	(AF)
				\$15.50	\$14.75	\$14.50
				(AG)	(AH)	(AI)
				\$12.02	\$20.80	\$15.43

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				(AA)	(AB)	(AC)
018	1	LF	14' wide roll 25MM mesh	\$62.81	\$19.85	\$57.57
				(AD)	(AE)	(AF)
				\$69.50	\$75.50	\$73.50
				(AG)	(AH)	(AI)
				\$69.79	No Bid	\$52.39
				(AA)	(AB)	(AC)
014	1	LF	10' wide roll 25MM mesh	\$41.10	\$14.15	\$41.10
				(AD)	(AE)	(AF)
				\$34.50	\$52.50	\$52.50
				(AG)	(AH)	(AI)
				\$49.81	No Bid	\$39.53
				(AA)	(AB)	(AC)
015	1	LF	10' wide roll 50MM mesh	\$9.37	\$9.75	\$9.37
				(AD)	(AE)	(AF)
				\$12.50	\$11.95	\$12.00
				(AG)	(AH)	(AI)
				\$10.02	\$17.30	\$12.87
				(AA)	(AB)	(AC)
016	1	LF	12' wide roll 25MM mesh	\$49.36	\$17.00	\$49.36
				(AD)	(AE)	(AF)
				\$43.50	\$63.50	\$63.00
				(AG)	(AH)	(AI)
				\$59.83	No Bid	\$47.44
				(AA)	(AB)	(AC)
017	1	LF	12' wide roll 50MM mesh	\$11.24	\$11.70	\$11.24
				(AD)	(AE)	(AF)
				\$15.50	\$14.75	\$14.50
				(AG)	(AH)	(AI)
				\$12.02	\$20.80	\$15.43
				(AA)	(AB)	(AC)
018	1	LF	14' wide roll 25MM mesh	\$62.81	\$19.85	\$57.57
				(AD)	(AE)	(AF)
				\$69.50	\$75.50	\$73.50
				(AG)	(AH)	(AI)
				\$69.79	No Bid	\$52.39
				(AA)	(AB)	(AC)
019	1	LF	14' wide roll 50MM mesh	\$16.86	\$13.65	\$16.86
				(AD)	(AE)	(AF)
				\$23.50	\$22.50	\$21.50
				(AG)	(AH)	(AI)
				\$21.90	No Bid	\$19.53

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Tension Bars

Galvanized steel, flat, standard weight, 3/16" x 1/4

				(AA)	(AB)	(AC)
020	1	EA	72" length tension bar	\$3.73	\$5.50	\$3.73
				(AD)	(AE)	(AF)
				\$6.50	\$6.90	\$5.00
				(AG)	(AH)	(AI)
				\$4.16	\$7.86	\$8.00
				(AA)	(AB)	(AC)
021	1	EA	96" length tension bar	\$6.01	\$7.50	\$6.01
				(AD)	(AE)	(AF)
				\$8.50	\$8.90	\$8.00
				(AG)	(AH)	(AI)
				\$6.71	\$9.50	\$10.74
				(AA)	(AB)	(AC)
022	1	EA	120" length tension bar	\$7.54	\$8.00	\$7.54
				(AD)	(AE)	(AF)
				\$10.50	\$12.30	\$9.50
				(AG)	(AH)	(AI)
				\$8.41	\$12.01	\$13.46
				(AA)	(AB)	(AC)
023	1	EA	144" length tension bar	\$9.07	\$9.00	\$9.07
				(AD)	(AE)	(AF)
				\$12.50	\$14.35	\$11.50
				(AG)	(AH)	(AI)
				\$10.13	\$13.76	\$16.20
				(AA)	(AB)	(AC)
024	1	EA	168" length tension bar	\$13.44	\$10.00	No Bid
				(AD)	(AE)	(AF)
				\$21.50	\$23.50	\$20.00
				(AG)	(AH)	(AI)
				\$12.50	No Bid	\$17.18

Tension Bands

14ga X 7/8" steel galvanized, medium weight, including bolts

				(AA)	(AB)	(AC)
025	1	EA	For 1-5/8" O.D. post T band	\$1.65	\$1.25	\$0.56
				(AD)	(AE)	(AF)
				\$1.50	\$1.70	\$0.85
				(AG)	(AH)	(AI)
				\$0.63	\$1.88	\$1.00

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				(AA)	(AB)	(AC)
026	1	EA	For 1-7/8" O.D. post T band	\$1.75	\$1.50	\$0.59
				(AD)	(AE)	(AF)
				\$2.50	\$1.75	\$0.90
				(AG)	(AH)	(AI)
				\$0.66	\$2.00	\$1.06
				(AA)	(AB)	(AC)
027	1	EA	For 2-3/8" O.D. post T band	\$1.90	\$1.75	\$0.66
				(AD)	(AE)	(AF)
				\$3.50	\$1.85	\$1.00
				(AG)	(AH)	(AI)
				\$0.74	\$2.16	\$1.97
				(AA)	(AB)	(AC)
028	1	EA	For 2-7/8" O.D. post T band	\$2.30	\$2.25	\$0.77
				(AD)	(AE)	(AF)
				\$4.50	\$1.95	\$1.15
				(AG)	(AH)	(AI)
				\$0.86	\$2.30	\$2.30
				(AA)	(AB)	(AC)
029	1	EA	For 4" O.D. post T band	\$2.75	\$2.75	\$1.02
				(AD)	(AE)	(AF)
				\$6.50	\$2.35	\$1.45
				(AG)	(AH)	(AI)
				\$1.14	\$273.00	\$3.03
				(AA)	(AB)	(AC)
030	1	EA	For 6" O.D. post T band	\$3.40	\$3.35	\$2.82
				(AD)	(AE)	(AF)
				\$12.50	\$4.60	\$3.75
				(AG)	(AH)	(AI)
				\$3.15	\$6.67	\$5.04
				(AA)	(AB)	(AC)
Barb arms, universal, 3-wire, 16 gauge pressed steel						
031	1	EA	Barb arm base, universal steel 1-5/8" rail	\$1.30	\$1.35	\$8.39
				(AD)	(AE)	(AF)
				\$11.50	\$15.35	\$11.50
				(AG)	(AH)	(AI)
				\$7.88	\$8.15	\$4.05

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				(AA)	(AB)	(AC)
032	1	EA	1-5/8" X 1-5/8" barb arm	\$3.57	\$3.20	\$3.47
				(AD)	(AE)	(AF)
				\$6.50	\$5.35	\$4.50
				(AG)	(AH)	(AI)
				\$3.88	\$10.68	\$2.61
				(AA)	(AB)	(AC)
033	1	EA	1-7/8" x 1-5/8" barb arm	\$4.15	\$5.50	\$3.91
				(AD)	(AE)	(AF)
				\$7.50	\$5.90	\$10.50
				(AG)	(AH)	(AI)
				\$4.36	\$10.68	\$6.98
				(AA)	(AB)	(AC)
034	1	EA	2-3/8" x 1-5/8" barb arm	\$5.10	\$6.00	\$4.27
				(AD)	(AE)	(AF)
				\$8.55	\$6.35	\$5.50
				(AG)	(AH)	(AI)
				\$4.76	\$11.48	\$7.62
				(AA)	(AB)	(AC)
035	1	EA	2-7/8" x 1-5/8" barb arm	\$6.85	\$8.25	\$4.87
				(AD)	(AE)	(AF)
				\$14.50	\$7.10	\$6.50
				(AG)	(AH)	(AI)
				\$5.44	No Bid	\$8.70
				(AA)	(AB)	(AC)
036	1	EA	2-3/8" x 1-5/8" V-ARM	\$11.47	\$8.50	\$11.17
				(AD)	(AE)	(AF)
				\$37.50	\$15.00	\$14.00
				(AG)	(AH)	(AI)
				\$10.49	No Bid	\$14.24
			Corner barb arm, universal, 3-wire 16 gauge, pressed steel	(AA)	(AB)	(AC)
037	1	EA	2-3/8" comer arm	\$14.74	\$8.50	\$15.01
				(AD)	(AE)	(AF)
				\$22.50	\$19.85	\$19.00
				(AG)	(AH)	(AI)
				\$14.11	No Bid	\$12.34
				(AA)	(AB)	(AC)
038	1	EA	2-7/8" comer arm	\$18.11	\$9.00	\$18.43
				(AD)	(AE)	(AF)
				\$27.50	\$24.25	\$23.50
				(AG)	(AH)	(AI)
				\$17.33	No Bid	\$18.29

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				(AA)	(AB)	(AC)
039	1	EA	4" comer arm	\$18.34	\$17.00	\$16.87
				(AD)	(AE)	(AF)
				\$32.50	\$25.40	\$108.00
				(AG)	(AH)	(AI)
				\$20.84	No Bid	\$19.63
				(AA)	(AB)	(AC)
040	1	Roll	Barbed wire, US origin, two strand, class 3, 4 (four) point barbs, interwoven with 4" to 6" spacing between barb@ 1320' per roll.	\$120.07	\$145.00	\$122.25
				(AD)	(AE)	(AF)
				\$145.00	\$142.50	\$153.00
				(AG)	(AH)	(AI)
				\$128.41	\$2,000.00	\$130.29

Fence stays:

Fence stays galvanized steel. 36" or 42" length. Twist type nine (AI) gauge. Stays shall conform to ASTM A1 16 and shall have a coated diameter of at least 0.142 inch and shall be of the length and spacing shown in the contract. Fence stays must be of domestic origin.

				(AA)	(AB)	(AC)
041	1	EA	Bundle Fence stays - 36" (material only)	\$63.70	\$85.00	\$54.88
				(AD)	(AE)	(AF)
				\$95.00	\$84.50	\$69.00
				(AG)	(AH)	(AI)
				\$61.25	No Bid	\$77.50
				(AA)	(AB)	(AC)
042	1	EA	Bundle Fence stays - 42" (material only)	\$91.80	\$105.00	\$64.96
				(AD)	(AE)	(AF)
				\$115.00	\$87.50	\$82.00
				(AG)	(AH)	(AI)
				\$72.50	\$3.77	\$78.40
				(AA)	(AB)	(AC)
043	1	EA	T Posts 6'6" @1.33 lbs. per foot	\$9.00	\$9.50	\$7.96
				(AD)	(AE)	(AF)
				\$9.50	\$8.95	\$10.00
				(AG)	(AH)	(AI)
				\$8.89	\$18.50	\$10.64

Barbed tape, hardened stainless steel strip with clusters of 4(four) razor sharp barbs, punched at 4" centers, (razor ribbon helical or equal)

				(AA)	(AB)	(AC)
044	1	Roll	18" coiled roll x 50' long	\$189.64	\$121.00	\$193.09
				(AD)	(AE)	(AF)
				No Bid	\$296.50	\$245.00
				(AG)	(AH)	(AI)
				\$215.50	\$120.26	\$209.53

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				(AA)	(AB)	(AC)
045	1	Roll	24" coiled roll x 50' long	\$244.30	\$155.00	\$248.74
				(AD)	(AE)	(AF)
				No Bid	\$325.50	\$315.00
				(AG)	(AH)	(AI)
				\$277.61	No Bid	\$282.05

				(AA)	(AB)	(AC)
046	1	Roll	30" coiled roll x 50' long	\$320.64	\$204.00	\$326.47
				(AD)	(AE)	(AF)
				No Bid	\$410.15	\$410.00
				(AG)	(AH)	(AI)
				\$364.36	No Bid	\$368.45

Barbed tape, hardened stainless steel strip with clusters of S(eight) razor sharp barbs on 4" centers angled approx. 24 degrees from center. (Detainer hook barb or equal)

				(AA)	(AB)	(AC)
047	1	Roll	18" coiled roll x 20' long	\$175.00	\$162.00	No Bid
				(AD)	(AE)	(AF)
				\$95.00	\$325.00	\$324.00
				(AG)	(AH)	(AI)
				\$288.75	No Bid	\$377.75

				(AA)	(AB)	(AC)
048	1	Roll	31" coiled roll x 20' long	\$280.00	\$280.00	\$448.75
				(AD)	(AE)	(AF)
				\$315.00	\$580.00	\$565.00
				(AG)	(AH)	(AI)
				\$500.84	No Bid	\$393.48

				(AA)	(AB)	(AC)
049	1	Roll	37" coiled roll x 20' long	\$330.00	\$300.00	\$541.28
				(AD)	(AE)	(AF)
				\$435.00	\$695.00	\$680.00
				(AG)	(AH)	(AI)
				\$604.11	No Bid	\$536.33

				(AA)	(AB)	(AC)
050	1	Roll	60" coiled roll x 25' long	\$729.00	\$525.00	No Bid
				(AD)	(AE)	(AF)
				\$740.00	No Bid	\$1,200.00
				(AG)	(AH)	(AI)
				\$1,031.25	No Bid	\$1,057.78

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Barbed tape, heat resisting chromium steel plated reinforced concertina strip with clusters of 4 (four) razor sharp barbs punched on 4" centers. (Maze or equal)

				(AA)	(AB)	(AC)
051	1	Roll	18" coiled roll x 15' long	\$140.00	\$130.00	\$215.15
				(AD)	(AE)	(AF)
				\$115.00	\$292.10	\$270.00
				(AG)	(AH)	(AI)
				\$240.13	No Bid	\$229.87
				(AA)	(AB)	(AC)
052	1	Roll	24" coiled roll x 20' long	\$145.00	\$158.00	\$267.41
				(AD)	(AE)	(AF)
				\$295.00	\$350.80	\$335.00
				(AG)	(AH)	(AI)
				\$298.45	No Bid	\$297.00
				(AA)	(AB)	(AC)
053	1	Roll	30" coiled roll x 50' long	\$195.00	\$190.00	No Bid
				(AD)	(AE)	(AF)
				\$475.00	\$398.50	\$400.00
				(AG)	(AH)	(AI)
				\$355.76	No Bid	\$904.67
				(AA)	(AB)	(AC)
054	1	Ctn	Hog rings, 9 gauge galvanized steel wire. Packaged in 251b. Carton. Price per ctn.	\$78.25	\$85.00	\$77.56
				(AD)	(AE)	(AF)
				\$185.00	\$98.50	\$97.00
				(AG)	(AH)	(AI)
				\$86.56	\$2,024.88	\$138.50
				(AA)	(AB)	(AC)
055	1	Ctn	Hog rings, 12 gauge galvanized steel wire. Packaged in 251b. Carton. Price per ctn.	\$80.80	\$87.00	\$80.08
				(AD)	(AE)	(AF)
				\$185.00	\$99.85	\$29.00
				(AG)	(AH)	(AI)
				\$89.38	\$2,277.49	\$143.00
				(AA)	(AB)	(AC)
056	1	Ctn	Tie wire, smooth galvanized, 1700' per roll	\$120.25	\$130.00	\$126.56
				(AD)	(AE)	(AF)
				\$215.00	\$175.60	\$275.00
				(AG)	(AH)	(AI)
				\$240.13	\$850.00	\$150.67

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Galvanized steel tie wires, 9 gauge- priced per each				(AA)	(AB)	(AC)
057	1	EA	6-1/2"	\$0.33	\$0.50	\$0.14
				(AD)	(AE)	(AF)
				\$16.00	\$0.20	\$0.16
				(AG)	(AH)	(AI)
				\$0.14	\$0.80	\$0.98
				(AA)	(AB)	(AC)
058	1	EA	8-1/2"	\$0.36	\$0.60	\$0.14
				(AD)	(AE)	(AF)
				\$19.00	\$0.20	\$0.16
				(AG)	(AH)	(AI)
				\$0.14	No Bid	\$1.88
				(AA)	(AB)	(AC)
059	1	EA	10-1/2"	\$0.54	\$0.70	\$0.23
				(AD)	(AE)	(AF)
				\$26.00	\$0.30	\$0.25
				(AG)	(AH)	(AI)
				\$0.26	No Bid	\$2.25
				(AA)	(AB)	(AC)
060	1	EA	14"	\$0.72	\$1.00	\$0.30
				(AD)	(AE)	(AF)
				\$37.00	\$0.40	\$0.34
				(AG)	(AH)	(AI)
				\$0.34	No Bid	\$2.50
Twistable tie wires, 8" end to end, 18 gauge, looped on each end				(AA)	(AB)	(AC)
061	1	Ctn	18GA. Galvanized 100 per carton. Price per ctn.	\$13.43	\$8.00	\$8.50
				(AD)	(AE)	(AF)
				\$19.00	\$11.80	\$10.50
				(AG)	(AH)	(AI)
				\$10.46	\$18.00	\$5.33
				(AA)	(AB)	(AC)
062	1	Ctn	18GA. Stainless 100 per carton. Price per ctn.	\$16.70	\$15.00	\$14.60
				(AD)	(AE)	(AF)
				\$32.00	\$16.70	\$16.75
				(AG)	(AH)	(AI)
				\$17.97	No Bid	\$10.67
				(AA)	(AB)	(AC)
063	1	EA	Ground stakes, 3/8" diameter concrete reinforcing bar, grade 60, 18" long with 3" x 3-1/2" hook.	\$8.00	\$8.00	\$18.15
				(AD)	(AE)	(AF)
				\$17.00	\$19.65	\$20.50
				(AG)	(AH)	(AI)
				\$15.28	No Bid	\$12.14

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Fence Slats

Box of Slats - covers ten lineal feet of fence in designated heights-Colored plastic (PVC), tubular, 1- 1/8" wide, .03" thick, bottom locking. Provide standard color palette.

				(AA)	(AB)	(AC)
064	1	Box	4' tall	\$77.53	\$45.00	\$75.51
				(AD)	(AE)	(AF)
				\$75.00	\$87.65	\$95.00
				(AG)	(AH)	(AI)
				\$70.97	No Bid	\$42.50
				(AA)	(AB)	(AC)
065	1	Box	5' tall	\$97.50	\$50.00	\$94.95
				(AD)	(AE)	(AF)
				\$85.00	\$110.25	\$119.00
				(AG)	(AH)	(AI)
				\$83.75	No Bid	\$58.75
				(AA)	(AB)	(AC)
066	1	Box	6' tall	\$117.00	\$55.00	\$113.95
				(AD)	(AE)	(AF)
				\$95.00	\$132.30	\$143.00
				(AG)	(AH)	(AI)
				\$96.25	\$140.16	\$70.00
				(AA)	(AB)	(AC)
067	1	Box	8' tall	\$151.79	\$65.00	\$147.83
				(AD)	(AE)	(AF)
				\$115.00	\$172.60	\$185.00
				(AG)	(AH)	(AI)
				\$125.00	No Bid	\$163.75
				(AA)	(AB)	(AC)
068	1	Box	10' tall	\$345.00	\$75.00	\$628.97
				(AD)	(AE)	(AF)
				\$135.00	\$730.25	\$788.00
				(AG)	(AH)	(AI)
				\$255.00	No Bid	\$226.67

MISCELLANEOUS**Specifications for other types of fencing:**

				(AA)	(AB)	(AC)
069	1	LF	Ornamental Metal (Iron/Steel) Fence- Commercial grade at a minimum. Pickets 3/4"x 3/4" x 16 gauge minimum, 6' tall	\$44.37	\$40.00	\$65.30
				(AD)	(AE)	(AF)
				\$3.00	No Bid	\$60.00
				(AG)	(AH)	(AI)
				\$20.10	\$2.04	\$29.85

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				(AA)	(AB)	(AC)
070	1	LF	Ornamental Metal (Iron/Steel) Fence- Commercial grade at a minimum. Rails 1 ½" x 1 ½" x 14 gauge minimum, 6' tall	\$44.37	\$40.00	\$65.30
				(AD)	(AE)	(AF)
				\$6.00	No Bid	\$60.00
				(AG)	(AH)	(AI)
				\$33.00	\$3.50	\$10.00
				(AA)	(AB)	(AC)
071	1	LF	Ornamental Metal (Iron/Steel) Fence- Commercial grade at a minimum. Posts 2 ½" x 2 ½" x 12 gauge minimum, 6' tall	\$75.00	\$40.00	\$65.30
				(AD)	(AE)	(AF)
				\$9.00	No Bid	\$17.50
				(AG)	(AH)	(AI)
				\$92.88	\$7.13	\$13.43
				(AA)	(AB)	(AC)
072	1	LF	4 Foot High Welded Wire Fence- Commercial grade at a minimum. Wire at least 6 gauge, Posts 2"x2" minimum	\$17.72	\$30.00	\$23.14
				(AD)	(AE)	(AF)
				\$32.00	No Bid	\$31.25
				(AG)	(AH)	(AI)
				\$33.48	\$21.48	\$24.14
				(AA)	(AB)	(AC)
073	1	LF	5 Foot High Welded Wire Fence- Commercial grade at a minimum. Wire at least 6 gauge, Posts 2"x2" minimum	\$21.21	\$35.00	\$28.97
				(AD)	(AE)	(AF)
				\$42.00	No Bid	\$39.00
				(AG)	(AH)	(AI)
				\$37.70	\$27.98	\$27.99
				(AA)	(AB)	(AC)
074	1	LF	6 Foot High Welded Wire Fence- Commercial grade at a minimum. Wire at least 6 gauge, Posts 2"x2" minimum	\$23.98	\$40.00	\$32.60
				(AD)	(AE)	(AF)
				\$52.00	No Bid	\$49.00
				(AG)	(AH)	(AI)
				\$42.73	No Bid	\$32.59
				(AA)	(AB)	(AC)
075	1	LF	8 Foot High Welded Wire Fence- Commercial grade at a minimum. Wire at least 6 gauge, Posts 2"x2" minimum	\$34.93	\$50.00	\$50.13
				(AD)	(AE)	(AF)
				\$82.00	No Bid	\$62.00
				(AG)	(AH)	(AI)
				\$55.00	No Bid	\$41.59

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				(AA)	(AB)	(AC)
076	1	EA	Gate Operators- Class IL III or IV Commercial grade, Sliding Gate installation to be adhering to UL325 practices and with proper certifications/licenses.	\$4,000.00	\$2,300.00	\$2,600.00
				(AD)	(AE)	(AF)
				\$3,850.00	No Bid	\$20,000.00
				(AG)	(AH)	(AI)
				\$2,750.00	No Bid	\$2,920.00

Catalog Items

Catalog Items are intended to pick up miscellaneous items not listed above such as paint fittings, sleeves, caps, heavy-duty hinges, specialty locks, bolts, nuts washers, post extensions, grout, bollards, etc.

This would also include other types of fencing/gates/gate operators (including card readers, cameras, intercoms, keypads and loops, etc.) not listed above such as wood fences (rail, picket and coyote), plastic PVC fences, ornamental metal fences, and welded wire fences.

Vendors to indicate minimum % discount off catalog. If there is a range, enter the% that would apply to all items. (e.g.: if the range is 10 to 40%, enter 10%). Enter zero if there is no discount.

077	1	%	Discount off catalog	2%	10%	0%
				(AD)	(AE)	(AF)
				0%	No Bid	0%
				(AG)	(AH)	(AI)
				10%	No Bid	10%
				(AA)	(AB)	(AC)
078	1	CY	Concrete (mixed brought to site) cost	\$215.00	\$225.00	\$210.00
				(AD)	(AE)	(AF)
				\$165.00	No Bid	\$300.00
				(AG)	(AH)	(AI)
				\$143.75	\$800.00	\$280.00
				(AA)	(AB)	(AC)
079	1	HR	New fence installation and existing fence repairs. Labor rate not including gross receipts tax. Cost per hour shall apply to travel time as well as on-site labor.	\$120.00	\$105.00	\$125.00
				(AD)	(AE)	(AF)
				\$100.00	No Bid	\$160.00
				(AG)	(AH)	(AI)
				\$250.00	\$150.00	\$94.00
				(AA)	(AB)	(AC)
080	1	HR	Gate Operator Installer	\$165.00	\$225.00	\$105.00
				(AD)	(AE)	(AF)
				\$150.00	No Bid	\$300.00
				(AG)	(AH)	(AI)
				\$156.25	\$150.00	\$100.00

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				(AA)	(AB)	(AC)
081	1	HR	Gate Service Technician	\$180.00	\$225.00	\$105.00
				(AD)	(AE)	(AF)
				\$95.00	No Bid	\$200.00
				(AG)	(AH)	(AI)
				\$156.25	\$150.00	\$115.00
				(AA)	(AB)	(AC)
082	1	Mile	Mileage, material delivery only. Charge per mile	\$3.50	\$4.00	\$4.95
				(AD)	(AE)	(AF)
				\$2.50	No Bid	\$5.00
				(AG)	(AH)	(AI)
				\$4.38	\$1.50	\$3.00
				(AA)	(AB)	(AC)
083	1	LF	Temporary Fencing- standard 6' including gate(s)- installation	\$3.50	\$1.00	\$2.45
				(AD)	(AE)	(AF)
				\$3.00	No Bid	\$2.50
				(AG)	(AH)	(AI)
				\$1.50	No Bid	\$1.50
				(AA)	(AB)	(AC)
084	1	LF	Temporary Fencing- removal	\$1.00	\$1.00	\$0.55
				(AD)	(AE)	(AF)
				\$1.00	No Bid	\$2.00
				(AG)	(AH)	(AI)
				\$1.00	No Bid	\$1.05
				(AA)	(AB)	(AC)
085	1	LF	Temporary Fencing- monthly rental	\$0.75	\$0.35	\$0.33
				(AD)	(AE)	(AF)
				\$0.50	No Bid	\$1.00
				(AG)	(AH)	(AI)
				\$0.44	No Bid	\$0.45

*** 85 Items Total ***

Certificate Of Completion

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Travis.Dutton-Leyda@state.nm.us

IT & Construction Bureau Chief

New Mexico General Services, State Purchasing

Division

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Michael Saavedra

michael.saavedra@state.nm.us

New Mexico General Services

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Valerie Paulk

valerie.paulk@state.nm.us

Signed of Behalf of State Purchasing Agent

New Mexico General Services

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(None)

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Certified Delivery Events	Status	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/7/2022 8:16:36 AM
Certified Delivered	Security Checked	2/7/2022 2:15:34 PM
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Completed	Security Checked	2/7/2022 2:15:59 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



City of Santa Fe, New Mexico

Memorandum



DATE: August 24, 2023

TO: John Blair, City Manager

VIA:

Regina Wheeler, Public Works Department Director
Melissa McDonald, Parks and Space Division Director

MAM

FROM: Jason Sharp, Park Ranger JS
JS

ACTION:

Request the Approval of Service Contract with Valley Fence Company for the Manufacture and Installation of a Park Gate in the Total Amount of \$ 26,781.26 including NM GRT. (Jason Sharp, Park Ranger Superintendent: jsharp@santafenm.gov, 505-629-7435)

BACKGROUND AND SUMMARY:

The installation of an automatic gate at Ragle Park will help reduce crime and vandalism as well as eliminate the need to manually open and close the gate every day.

PROCUREMENT METHOD

NM Statewide Price Agreement (SWPA) #20-00000-21-00028 AC which expires on 1/30/2024.

FUNDING SOURCE:

Fund Name/Number: PARKSTRAILS/ 355

Munis Org Name/Number: PRKS/3559980

Munis Object Name/Number: R&M B/S /572970

Project Ledger ID: PTW22355R1

ATTACHMENTS:

Contract

Proposal

SWPA

Certificate of Insurance

Business License

Horizons letter of declination

Summary of Contracts

Procurement Checklist

Reviewed By:

Halona Crowe

Halona Crowe

Business Operations Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/06/2023

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 Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110	CONTACT NAME: Carolyn Nasi PHONE (A/C, No, Ext): (505) 881-0300 E-MAIL ADDRESS: cnasi@downeyandco.com FAX (A/C, No): (505) 881-0908
INSURED Apache Construction Company, Inc. DBA: Valley Fence Company Post Office Box 12312 Albuquerque NM 87195	INSURER(S) AFFORDING COVERAGE INSURER A: Donegal Mutual Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 2022-2023**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPT9164254	12/31/2022	12/31/2023	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
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA9164254	12/31/2022	12/31/2023	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 DED <input checked="" type="checkbox"/> RETENTION \$ 0			CXL9164254	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	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 type="checkbox"/>	N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

PROJECT: FORT MARCY AND RAGLE PARKS GATES

CERTIFICATE HOLDER**CANCELLATION**CITY OF SANTA FE
PARKS AND OPEN SPACE DIRECTOR
1142 SILER RD
SANTA FE

NM 87505

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

AUTHORIZED REPRESENTATIVE

Joseph Mericucci

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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: APACHE CONSTRUCTION COMPANY
DBA: VALLEY FENCE CO.

Business Location: 1932 COORS BLVD SW
ALBUQUERQUE, NM 87121

Owner: APACHE CONSTRUCTION COMPANY

License Number: 227242

Issued Date: October 26, 2022

Expiration Date: October 26, 2023

CRS Number: 01165805003

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General





Fees Paid: \$10.00

APACHE CONSTRUCTION COMPANY
P.O. BOX 12312
ALBUQUERQUE, NM 87195

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 TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

 Reply  Reply All  Forward  IM




Mon 2/6/2023 1:48 PM

Joseph Perez <jperez@horizonsofnewmexico.org>

Re: City of Santa Fe Contract Opportunity

To  SHARP, JASON T.

 If there are problems with how this message is displayed, click here to view it in a web browser.

[Bing Maps](#)

[+ Get more a](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We will respectfully decline this opportunity.

Kind regards,

Joseph Perez
Regional Marketing Manager
Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: jperez@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

On Mon, Feb 6, 2023 at 1:44 PM SHARP, JASON T. <jsharp@santafenm.gov> wrote:

Dear Mr. Soliz

The Parks Department is accepting bids to manufacture and install automated gates at Fort Marcy and Ragle Parks. If there is any interest in pursuing this we would need to arrange a time to meet to survey the sites. We would then need an estimate for parts and labor.

Thank You,



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # _____

Contractor: **Apache Construction Co., dba Valley Fence Company**

Description: **Installation of automated gate at entry to parking lot**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: **tbd** Term End Date: **7/30/2024**

☐ 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:** _____

JoAnn Levato Montano

Purchasing Officer Review:

Comment & Exceptions: procured via SWPA

Aug 30, 2023

Date:

4. **Funding Source:** **PARKSTRAILS 355**

Andy Hopkins

Andy Hopkins (Aug 30, 2023 10:13 MDT)

Budget Officer Approval:

Comment & Exceptions: _____

Org / Object: **3559980/572970**

Aug 30, 2023

Date:

Staff Contact who completed this form: **Jason Sharp** Phone # **505-629-7435**

Email: **jtsharp@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Apache Construction Co., dba Valley Fence Company

Procurement Title: Ragle Park automated entry gate

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- Parks Div. Staff Name Jason Sharp

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

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

<u>Jason Sharp</u>	<u>Parks Division Ranger</u>	<u>8/1/2023</u>
Department Rep Printed Name (attesting that all information included)	Title	Date
<i>Johanna Levato Montano</i>	Contracts Supervisor	Aug 30, 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.

Signature: *Jason Sharp*

Email: jtsharp@ci.santa-fe.nm.us

Signature: *Melissa McDonald*

Email: mamcdonald@ci.santa-fe.nm.us











23-0560 Apache Construction Co. dba Valley Fence

Final Audit Report

2023-09-18

Created:	2023-09-12
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAALMjPXfCI7VlwEBvMuwVLotXgNb_ZuaYj

"23-0560 Apache Construction Co. dba Valley Fence" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)
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2023-09-12 - 4:39:25 PM GMT
-  Email sent to jtsharpe@santafenm.gov bounced and could not be delivered
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-  Email viewed by ekoster@santafenm.gov
2023-09-18 - 2:21:08 AM GMT- IP address: 174.218.19.218
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster
2023-09-18 - 10:43:36 PM GMT- IP address: 63.232.20.2
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Signature Date: 2023-09-18 - 10:43:38 PM GMT - Time Source: server- IP address: 63.232.20.2
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2023-09-18 - 10:43:45 PM GMT
-  Email viewed by jwblair@santafenm.gov
2023-09-18 - 11:05:29 PM GMT- IP address: 104.47.64.254
-  Signer jwblair@santafenm.gov entered name at signing as John Blair
2023-09-18 - 11:12:31 PM GMT- IP address: 216.207.130.218



Document e-signed by John Blair (jwblair@santafenm.gov)

Signature Date: 2023-09-18 - 11:12:33 PM GMT - Time Source: server- IP address: 216.207.130.218



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Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

Signature Date: 2023-09-18 - 11:19:52 PM GMT - Time Source: server- IP address: 216.207.130.218



Agreement completed.

2023-09-18 - 11:19:52 PM GMT