


Date: December 9, 2024

To: Randy Randall, Interim City Manager 
Randy Randall (Dec 19, 2024 21:45 MST)

From: Micheal Dozier, Wastewater Management Division 

Via: John Dupuis, Public Utilities Director 

Subject: Evaluation and determination of scope of work for bases of design (or Design/build)
Project to replace existing City of Santa Fe Wastewater Treatment plant (CSFWWTP)

Vendor Name: Southwest Water Works LLC.

Vendor Number: 10737

ITEM AND ISSUE:

The Public Utility Department respectfully requests your review and approval of a Professional Services Contract in the total amount of \$200,000 excluding tax to define the bases of design for a 6 million gallon per day Membrane Bioreactor (MBR) for the Wastewater Treatment Plant (WWTP) to be used to RFP for a design build project for a term of 1 year.

CONTRACT NUMBER:

The FY25 Munis contract number is 3250290


BACKGROUND AND SUMMARY:

The City of Santa Fe Wastewater Treatment Plant (WWTP) is located at 73 Paseo Real, Santa Fe, New Mexico. The existing system is an activated sludge process currently using aerated oxidation ditches for the biological treatment, old Leopold secondary clarifiers for settling mixed liquor, with various pumping systems to transfer flows to any given process, and ultraviolet light (UV) for disinfection. Excess biosolids are removed out of the treatment process daily and diverted into a new anaerobic digester for further treatment. Belt filter presses receive the digested biosolids and de-water the solids into a cake for composting or disposal to landfill. The WWTP is roughly 60+ years old (with several upgrades over the years). The existing system was designed and constructed to treat and discharge up to 13 million gallons per day (MGD). The average flow currently is 5.42 MGD. The treatment plant serves a population of approximately 87,200 residents, but during the summer months the City of Santa Fe becomes a tourist destination, and this increases the flow to peaks of 8.5 MGD. The treated effluent produced at the WWTP does not consistently meet Ground Water Discharge Permit (GWDP) standards, due to its advanced age, deteriorating condition, inadequate technology, and limited potential for upgrades and/or repairs and maintenance. Major component replacements have become numerous, costly and have impacted the efficacy to reliably treat and meet discharge limits. The Utilities Department is requesting services to define the need and basis of a design/build project to replace the existing WWTP with a new Membrane Bioreactor (MBR) Water Reclamation Facility (WRF). The intent is that this effort will also aid in establishing the programmatic layout and possible additional land requirements in addition to a budgetary estimate to establish a Maximum Allowable Construction Cost (MACC).

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide # 30-00000-23-00070 Term: July 1, 2023 – June 30, 2025


Chief Procurement Officer (CPO)/Designee Approval:  **Date:** Dec 16, 2024
CPO Comment/Exceptions: _____

FUNDING SOURCE:

Fund Name/Number: Wastewater/500

Munis Org Name/Number: Wastewater Capital Projects/5000375

Munis Object Name/Number: WIP Design/572960

Budget Officer/Designee Approval:  **Date:** Dec 16, 2024
Budget Officer/Designee Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Capital Asset or Project ☒ Yes | ☐ No

Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

ATTACHMENTS:

CPO Service Determination Email

Vendor's Quote

SWPA

Certificate of Liability Insurance (COI)

Professional Services Contract

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Southwest Water Works, LLC.**, 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 Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-129 and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

This proposal is for schematic design and professional services only, to assist the City of Santa Fe in defining the project scope and design basis for a design/build or Construction Management at Risk approach (CMAR) for a replacement 6 MGD MBR WWTP. This scope of work and design basis is intended to be included into the City of Santa Fe’ RFP for a bid solicitation to construct the new 6 MGD WWTF.

The Contractor shall provide the following services for the City:

1. Kick-off meeting with pertinent stakeholders
2. Prepare Project Management Plan and working schedule for design, bidding and construction to meet project timeline
3. Data gathering to Develop design basis:
 - a. Influent characteristics to be provided by others, Contractor to provide a sampling plan (sampling by others). Most of the data is presumed to be readily available as current monitoring and sampling should already be collecting said data.
 - b. Data including but not limited to: BOD5, TSS, NH3, TKN, NO3, NO2, TP, Alkalinity, and pH shall be provided by owner for Contractor review in preparing design basis.
4. Review of Existing Permits and permitting requirements:
 - a. NPDES NM0022292
 - b. DP-289 treated effluent
 - c. DP-135 solids
 - d. SWPPP
 - e. TMDL requirements for Santa Fe River

5. Develop scope of work and basis of design for inclusion in City of Santa Fe's major component list and get quotes for each of the major components including, but not limited to:
 - a. Septage receiving station (SRS) and the Bulk water station:
 - i. SRS-relocate near digester
 - ii. SRS- update controls with solids separating capabilities and pH monitoring with a non-city attendant
 - iii. Update bulk water station to an updated non-city attendant system
 - b. Lift station supplier (as required)
 - c. Flow split configuration for new plant
 - d. Wet well, pumps, piping, valving, controls, and all other required ancillary equipment
 - e. Headworks grit removal/fine screen system with platforms and access stairs as required
 - i. Evaluate total grit generated per month to determine the need for Grit removal
 - f. Equalization pumps, aeration systems, and controls
 - g. Complete MBR system to include:
 - i. Aeration basin(s)
 - ii. Anoxic basin(s)
 - iii. MBR basins
 - iv. Blowers, pumps, instrumentation, and other required components
 - v. Aeration system, pumps, and controls for existing EQ basin
 - vi. Chemical feed systems
 - vii. Non-potable water system
 - viii. Sludge storage system with aeration system, pumps, and controls
 - ix. Control Panel to serve as master control panel
 - x. Evaluate available MBR Type1.
 1. Hollow Fiber
 2. Suez
 - a. Suez (Veloia) Provide Digital twin with new installation.
 - xi. Meet City's desire for counter sink membranes to minimize height of building and provide Aeration Basins and Denitrification zones with covers to protect from wind events
 - h. Disinfection
 - i. UV
 - ii. Evaluate whether the continuous injection of Sodium permanganate and Soda Ash at the Canyon Road plant may benefit from the use of alternate chemicals there to achieve the same results for the finish water.
 - iii. Evaluate electrolysis to remove Chlorides
 - i. Effluent discharge system
 - i. Santa Fe River
 - ii. Rapid Infiltration Basin
 - j. Sludge Dewatering system (as needed)
 - k. Electrical service, backup power requirements, and control integration with all system components from lift station thru effluent disposal.
6. Prepare preliminary programmatic site layout with proposed treatment equipment, site map, 100-year floodplain, and site setback requirements.
7. Evaluate supplier proposals based on price, design basis, regulatory requirements, expandability, etc. and make recommendations for each selected supplier.
8. Prepare maximum allowable construction cost (MACC.)

9. Other Considerations
 - a. additional solar panel install and land requirements
 - b. Holding ponds, Rain runoff catchments
 - c. Repurposing old process structures
 - d. Process layout separately to allow for expansions or addition of alternate process
 - e. Plant drains for all facility processes
 - f. Alternate Chloride removal processes PFAS etc.
 - g. Effluent Quality targets vs. present and future requirements
 - h. Discharge compliance point New vs. Existing
10. Additional recourses to help expedite the schedule and aid in preliminary treatment process sizing for programmatic layouts and Alternative analysis will be included on an as need bases by amendment to this contract and will require a separate Purchase Order.

Exclusions:

- A. This scope of work does not include any environmental / archeological clearances, surveying, geotechnical evaluation or easement acquisition of any kind.
- B. This work will not include any design drawings or design calculations but rather a programmatic/ schematic layout for concept.
- C. Excludes design of access road to site (assumes construction access is existing).
- D. ALTA survey, site plan, topographical engineering, and groundwater studies are not included. Contractor can coordinate these activities on a time and materials basis upon execution of a change order, if desired.
- E. Easement descriptions and boundary surveys.
- F. Geotechnical exploration is excluded from the scope of work.
- G. Site design including cut, fill, berms, and retaining wall by others.
- H. Permitting or permit modifications.
- I. Permit and submittal fees.
- J. Any design beyond the programmatic layout.
- K. Building design (existing building shall be utilized in design).
- L. Master site plan.
- M. Landscaping plan.
- N. Anything not specifically included in the Scope of Work.
- O. Any sampling and material testing.

Assumptions: Compensation amounts are based on the following assumptions:

- A. We assume LEED is not a requirement for this project.
- B. Any significant delays will represent a change, which may result in an increase in the
- C. cost to the project.
- D. Potholing of existing utilities and utility locates are not required for this scope of work.
- E. Topographic or any other survey is not required for this scope of work.
- F. Modeling of the existing sewer system is not required for this scope of work.
- G. We assume any and all required permits will be the responsibility of the Design/Build contractor.
- H. A Storm Water Pollution Prevention Plan SWPPP (if required) will be the responsibility of the Design/Build contractor and or City of Santa Fe. Contractor will not provide any recommendations for Best Management Practices' BMP's or a SWPPP plan.

- I. Any permitting including an NPDES or Ground Water Discharge Permit will be the responsibility of the final Design/Build Contractor.
- J. For purposes of this proposal, we assume no more than 5 virtual progress meetings and no more than 2 onsite progress meetings and 1 virtual meeting with EPA and NMED respectively. If additional meetings are required, they will be billed in accordance with the rate sheet included as attachment No. 1 Exhibit A.1.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to design a Membrane Bioreactor for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

A. The City shall pay to the Contractor in full payment for services not to exceed two hundred thousand dollars (\$200,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling sixteen thousand three hundred seventy five dollars (\$16,375.00) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$216,375.00.**

Upon notice to proceed, SouthWest Water Works, LLC. will provide a detailed schedule and milestones for invoicing.

B. Payment. The total compensation under this Agreement shall not exceed \$216,625 including New Mexico gross receipts tax. **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 services, in excess of the total compensation amount being provided.**

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

D. **Notice of Extended Payment Provision For Grant Funded Contracts.** This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment pursuant to NMSA 1978, sec. 57-28-5.

4. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall **terminate one (1) year from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

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

6. **Appropriations**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. 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 Contract. 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.

8. Assignment

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract 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 Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

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

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract 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 Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership 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 Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract 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 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract 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 were erroneous on the effective date of this Contract 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 Contract to the contrary, the City may immediately terminate the Contract.

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 Contract 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 Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Merger

This Contract 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 contract.

This Contract is issued against the state or agency Master Agreement, established and maintained by the State of New Mexico General Services Department Purchasing Division, #30-00000-23-00070, and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

NMSA 1978, sections 13-1-28 through 13-1-199, 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, 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, section 38-3-2. By execution of this Contract, 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 Contract.

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 Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract 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 Contract.

22. Other Insurance

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

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

B. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, 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 Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract 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 Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. 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 Contract 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 Contract, 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 Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract 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 Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

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

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract 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 Contract 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 Contract 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:
Michael Dozier
73 Paseo Real
Santa Fe, NM 87507
dlldozier@santafenm.gov

To the Contractor:
Southwest Water Works, LLC.
1751 Calle Medico, Suite P
Santa Fe, NM 87505
Ewan.young70@gmail.com

29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract 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 a binding contract.

30. Non-Collusion

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

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irreparable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

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

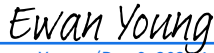
The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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

CITY OF SANTA FE:


Randy Randall (Dec 19, 2024 21:45 MST)
RANDY RANDALL
INTERIM CITY MANAGER

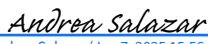
CONTRACTOR:


Ewan Young (Dec 9, 2024 14:16 MST)
EWAN YOUNG, PRESIDENT

DATE: Dec 9, 2024

NMBTIN#: _____

ATTEST:


Andrea Salazar (Jan 7, 2025 15:56 MST)
ANDREA SALAZAR, CITY CLERK *x/v*

CITY ATTORNEY'S OFFICE:


Marcos Martinez (Dec 9, 2024 14:28 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


FINANCE DIRECTOR

EXHIBIT A-1

Professional Services to define the bases of design for a 6 million gallon per day MBR WWTP to be used to RFP for a design build project.

Name of Project: City of Santa Fe WWTP

Project Number:

Name of Owner: City of Santa Fe

Project Description: Evaluate and determine scope of work for the bases of design (or design/build) project to replace the existing City of Santa Fe

1. Project Need and Understanding

The City of Santa Fe Wastewater Treatment Plant (WWTP) is located at 73 Paseo Real, Santa Fe, New Mexico. The existing system is essentially an activated sludge WWTP and is roughly 60 years old (with several upgrades over the years). The existing facility includes:

Headworks	Primary Treatment	Secondary Treatment	Disinfection	Solids
Bar Screen	Wet Well	Bio Selector Basin (4)	UV	Dissolved Air Flotation (DAF) (3)
Grit Trap (2)	Primary Clarifier (2)	Airation Ditch (2)	Post Aeration Basin	Anaerobic Digesters (2)
	Rapid Mix Tank	Secondary Clarifier (6)		Lime Stabilization
		Sand Filter (2)		Sludge Storage (2)
		Cloth Filter (3)		Belt Press (2)
				Sludge Drying Beds

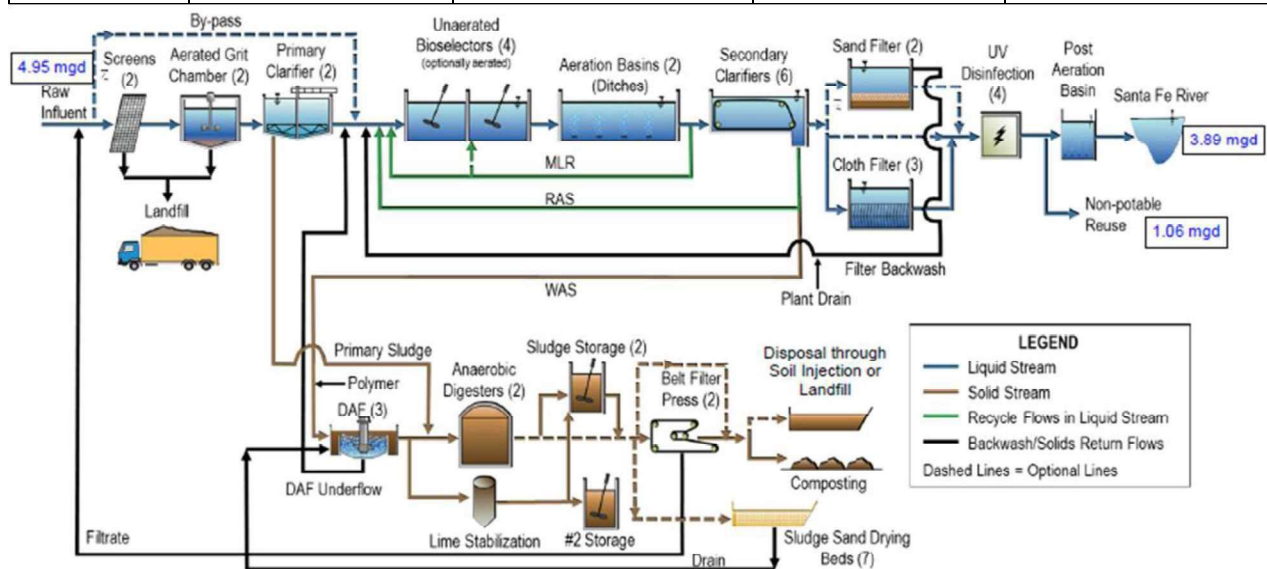




EXHIBIT A.1 - SCOPE OF WORK
Professional Services – City of Santa Fe WWTP
October 2, 2024

The existing systems was designed and constructed to treat and discharge up to 13 MGD. However, the average flow currently is 5.42 MGD. The treatment plant serves a population of approximately 87,200 residents, but during the summer months, the City of Santa Fe becomes a tourist destination, and this increases the flow to the treatment plant. Due to the age of the WWTP ongoing maintenance, repairs and major component replacements have become numerous, costly and have impacted the treatment efficacy to reliably treat and meet discharge limits. The City of Santa Fe would like to explore the idea of replacing the existing WWTP with a new Membrane Bioreactor (MBR) wastewater treatment plant.

S3W (CONSULTANT) met with the City of Santa Fe, John Dupuis (Public Works Director) and Leroy Alvarado (Wastewater Treatment Plant Operator) on September 17th, 2024, to conduct a cursory site visit and assess the applicability of a design/build approach as an alternative delivery for a both cost and time savings solution to replace the current WWTP.

We understand that time is of the essence on this project due to the need for extensive costly ongoing repairs of the existing WWTP and other cost estimates for a built-in-place replacement WWTP.

This proposal is for schematic design and professional services only, to assist the City of Santa Fe in defining the project scope and design basis for a design/build or Construction Management at Risk approach (CMAR) for a replacement 6 MGD MBR WWTP. This scope of work and design basis is intended to be included into the City of Santa Fe' RFP for a bid solicitation to construct the new 6 MGD WWTF. S3W can also assist with bidding and negotiations should the City of Santa Fe choose not to complete this task in-house through their procurement department.

The advantages of the design/build or CMAR approach is the ability of the S3W (consultant) to work directly with the selected design/build contractor during the final design and planning stage, allowing for constant communication between the owner, engineer, and the design/build contractor. Cost estimates can be provided to the owner during the design process at pre-specified intervals (30%, 60%, 90% & 100%), keeping the budget in check. Should any cost estimates come in that are above and beyond the maximum allowable construction cost (MACC), the owner, consultant, and design/build contractor can work together to adjust the project scope, materials, or design as needed to keep the project within the set budget.

Our Project Team has partnered with wastewater treatment plant vendors and design/build contractors to select cost-effective means and methods for construction and have a proven track record for reliable performance and work site safety. This approach of procuring a contractor at the preliminary schematic design phase through a prequalification process for a design/build contractor, will result in high probability the owner will take delivery a project that meets all of the owner's specifications including:

- Meets owner's defined scope of work
- Constructed within cost budget
- Utilization of owner's preferred treatment technologies for headworks, treatment, disinfection, and re-use capabilities
- Meets owners targeted completion schedule
- Designed to maximize treatment efficiency and minimize operational costs
- Includes WWTF automation, control, and data collection objectives
- Schematic design that minimizes footprint of new WWTF while providing for continued operation of existing facility
- Can utilize or incorporate existing facility components into new facility to minimize cost and make efficient use of components still in good condition



- Provides for a higher quality work product
- Lower potential for lien claims
- Lower long-term costs.

We would recommend that the City of Santa Fe start with selection of treatment technology, i.e. (hollow fiber membranes) etc. and then solicit bids from three pre-selected qualified contractor/design teams that we have an established working relationship with through successful completion of past projects.

Our experience partnering with vendors and construction specialists in both Design-Bid-Build and CMAR projects has consolidated an inter-company team relationship that has worked well in the past with already-developed clear lines of communications. Throughout the project, if the design parameters change, communication between all parties will allow for sufficient documentation and resolution of any issues. The benefits of working with our team on this design/build or CMAR approach design and construction of the new wastewater treatment plant is not limited to control of costs and costs savings.

The design/build design process will emphasize sound planning, single point of contact, streamline design and cost savings. The scope of work in this proposal as further detailed below will define and identify the design/build parameters, project MACC and project hierarchy / lines of communication.

Due to the high-cost estimates that the City of Santa Fe has received for a built-in-place replacement WWTP, S3W recommends pre-selection of the treatment technology and vendors for main components to establish basis for design build budgets for major sections of the work. Preselection of major preferred vendors and technologies allow for the city to establish cost basis for those major components to be incorporated into the design and to lock down pricing for the major scope items. Selected vendors can also work directly with the design team to provide submittal data and engineer approval concurrent with completion of design to release long lead items ahead of construction schedule to in order to minimize overall project implementation timeline. S3W recommends utilizing a Membrane Bioreactor that uses activated sludge and submerged membrane units for biological treatment and solids separation. The MBR system allows for treating mixed liquor at much higher solids rates and requires a considerably smaller footprint than traditional facilities. MBR systems also have the highest quality effluent to meet the most stringent treatment standards and to maximize re-use opportunities. We also recommend implanting an automation and control system that utilizes a wide range of data acquisition and recording of operating parameters allows for predictive modeling and minimizes upset events

2. Scope of Work Statement

The primary objective is to define the need and basis of a design/build project to replace the existing City of Santa Fe WWTP with a new MBR WWTP. The intent is that this effort will also aid in establishing the programmatic layout and possible additional land requirements in addition to a budgetary estimate to establish a Maximum Allowable Construction Cost (MACC).

Presented below is a detailed description of the services to be provided by S3W:

1. Kick-off meeting with pertinent stakeholders
2. Prepare Project Management Plan and working schedule for design, bidding and construction to meet project timeline
3. Data gathering to Develop design basis:

- a. Influent characteristics to be provided by others, S3W to provide a sampling plan (sampling by others). Most of the data is presumed to be readily available as current monitoring and sampling should already be collecting said data.
 - b. Data including but not limited to: BOD5, TSS, NH3, TKN, NO3, NO2, TP, Alkalinity, and pH shall be provided by owner for S3W review in preparing design basis.
4. Review of Existing Permits and permitting requirements:
 - a. NPDES NM0022292
 - b. DP-289 treated effluent
 - c. DP-135 solids
 - d. SWPPP
 - e. TMDL requirements for Santa Fe River
5. Develop scope of work and basis of design for inclusion in City of Santa Fe's major component list and get quotes for each of the major components including, but not limited to:
 - a. Septage receiving station (SRS) and the Bulk water station:
 - i. SRS-relocate near digester
 - ii. SRS- update controls with solids separating capabilities and pH monitoring with a non-city attendant
 - iii. Update bulk water station to an updated non-city attendant system
 - b. Lift station supplier (as required)
 - c. Flow split configuration for new plant
 - d. Wet well, pumps, piping, valving, controls, and all other required ancillary equipment
 - e. Headworks grit removal/fine screen system with platforms and access stairs as required
 - i. Evaluate total grit generated per month to determine the need for Grit removal
 - f. Equalization pumps, aeration systems, and controls
 - g. Complete MBR system to include:
 - i. Aeration basin(s)
 - ii. Anoxic basin(s)
 - iii. MBR basins
 - iv. Blowers, pumps, instrumentation, and other required components
 - v. Aeration system, pumps, and controls for existing EQ basin
 - vi. Chemical feed systems
 - vii. Non-potable water system
 - viii. Sludge storage system with aeration system, pumps, and controls
 - ix. Control Panel to serve as master control panel
 - x. Evaluate available MBR Type
 1. Hollow Fiber
 2. Suez
 - a. Suez(Veloia) Provide Digital twin with new installation.
 - xi. Meet City's desire for counter sink membranes to minimize height of building and provide Aeration Basins and Denitrification zones with covers to protect from wind events
 - h. Disinfection
 - i. UV



- ii. Evaluate whether the continuous injection of Sodium permanganate and Soda Ash at the Canyon Road plant may benefit from the use of alternate chemicals there to achieve the same results for the finish water.
 - iii. Evaluate electrolysis to remove Chlorides
 - i. Effluent discharge system
 - i. Santa Fe River
 - ii. Rapid Infiltration Basin
 - j. Sludge Dewatering system (as needed)
 - k. Electrical service, backup power requirements, and control integration with all system components from lift station thru effluent disposal.
6. Prepare preliminary programmatic site layout with proposed treatment equipment, site map, 100-year floodplain, and site setback requirements.
7. Evaluate supplier proposals based on price, design basis, regulatory requirements, expandability, etc. and make recommendations for each selected supplier.
8. Prepare maximum allowable construction cost (MACC.)
9. Other Considerations
- a. additional solar panel install and land requirements
 - b. Holding ponds, Rain runoff catchments
 - c. Repurposing old process structures
 - d. Process layout separately to allow for expansions or addition of alternate process
 - e. Plant drains for all facility processes
 - f. Alternate Chloride removal processes PFAS etc.
 - g. Effluent Quality targets vs. present and future requirements
 - h. Discharge compliance point New vs. Existing
10. Additional recourses to help expedite the schedule and aid in preliminary treatment process sizing for programmatic layouts and Alternative analysis will be included on an as need bases by amendment to this contract and will require a separate Purchase Order. .

3. Engineering Services - Assumptions

Exclusions:

- A. This scope of work does not include any environmental / archeological clearances, surveying, geotechnical evaluation or easement acquisition of any kind.
- B. This work will not include any design drawings or design calculations but rather a programmatic/schematic layout for concept.
- C. Excludes design of access road to site (assumes construction access is existing).
- D. ALTA survey, site plan, topographical engineering, and groundwater studies are not included. S3W can coordinate these activities on a time and materials basis upon execution of a change order, if desired.
- E. Easement descriptions and boundary surveys.
- F. Geotechnical exploration is excluded from the scope of work.
- G. Site design including cut, fill, berms, and retaining wall by others.
- H. Permitting or permit modifications.
- I. Permit and submittal fees.
- J. Any design beyond the programmatic layout.



- K. Building design (existing building shall be utilized in design).
- L. Master site plan.
- M. Landscaping plan.
- N. Anything not specifically included in the Scope of Work.
- O. Any sampling and material testing.

Assumptions: Compensation amounts are based on the following assumptions:

1. We assume LEED is not a requirement for this project.
2. Any significant delays will represent a change, which may result in an increase in the
3. cost to the project.
4. Potholing of existing utilities and utility locates are not required for this scope of work.
5. Topographic or any other survey is not required for this scope of work.
6. Modeling of the existing sewer system is not required for this scope of work.
7. We assume any and all required permits will be the responsibility of the Design/Build contractor.
8. A Storm Water Pollution Prevention Plan SWPPP (if required) will be the
9. responsibility of the Design/Build contractor and or City of Santa Fe. S3W will not provide any recommendations for Best Management Practices' BMP's or a SWPPP plan.
10. Any permitting including an NPDES or Ground Water Discharge Permit will be the responsibility of the final Design/Build Contractor.
11. For purposes of this proposal, we assume no more than 5 virtual progress meetings and no more than 2 onsite progress meetings and 1 virtual meeting with EPA and NMED respectively. If additional meetings are required, they will be billed in accordance with the rate sheet included as attachment No. 1 to this Exhibit A.1.

4. Schedule for Deliverables

A detailed schedule will be completed upon NTP.

5. Compensation for Engineering Services Design Phase

Compensation for Basic Services during the scoping phase as described above shall be fixed fee. The total amount of compensation for said services described above shall be, excluding gross receipt tax and reimbursables.

City of Santa Fe shall pay Southwest Water Works for Basic Services described above the lump sum amount of **\$200,000.00** invoiced monthly by S3W on a percent complete basis and will be considered 100% complete upon submission of basis of design and final scope of work for a design/build project to be used by the City of Santa Fe in their RFP process for procurement of a final design/build contractor.

Additional resources as needed to expedite the schedule and aid in preliminary treatment process sizing for programmatic layouts and alternative analysis etc., shall be included by amendments to this contract with issuance of separate Purchase Orders by the City of Santa Fe. All subconsultants will include a 10% markup.

Note:



EXHIBIT A.1 - SCOPE OF WORK
Professional Services – City of Santa Fe WWTP
October 2, 2024

The above costs do not include attendance at hearings, public meetings, correspondence with attorneys, or preparation of additional exhibits. If CONSULTANT's assistance is required by the OWNER during negotiations (litigation), or for any other Additional Services outside the scope of work defined in Section 1 of this Exhibit A.1, compensation shall be in accordance with the rate schedule below:

2024 Rate Schedule

Principal	\$280
Project Engineer	\$260
Project Manager	\$200
Environmental Specialist	\$225
Designer / Drafter	\$170
Administrative / Clerical	\$70
Project Accountant	\$136



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

Statewide Price Agreement Amendment

**Awarded Vendor:
65 Vendors**

Number: 30-00000-23-00070

Amendment No.: Two

Term: July 1, 2023 - June 30, 2025

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

Procurement Specialist: Jessica Chavez *jc*

Telephone No.: (505) 500-9824

Email: jessica.chavez@gsd.nm.gov

Invoice:
As Requested at Time of Order

Title: **General Construction Services State-Wide**

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, this Price Agreement is extended from July 1, 2024 to June 30, 2025 at the same price, terms and conditions, except Vendors (BA) Handiwork, Inc., (BI) Kelley Oilfield Services, and (BM) Mark A Lopez Development Inc., (BX) Puma LLC., who did not respond and (CD) Rio Trio LLC.

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

Dorothy Mendonca

Date: 7/3/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

Certificate Of Completion

Envelope Id: 3A057D24711B4EE382E75BD4B5074FB0

Status: Completed

Subject: Please DocuSign: SPD SPA 30-00000-23-00070 General Construction A002

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Jessica Chavez

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

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

jessica.chavez@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Jessica Chavez

Location: DocuSign

6/28/2024 2:26:29 PM

jessica.chavez@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: General Services Department

Location: DocuSign

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

Natalie Martinez

NM

Sent: 6/28/2024 2:27:49 PM

natalie.martinez1@gsd.nm.gov

Resent: 6/28/2024 2:48:04 PM

Deputy Director

Resent: 7/1/2024 4:19:43 PM

New Mexico General Services

Resent: 7/1/2024 4:43:03 PM

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(None)Signature Adoption: Pre-selected Style
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Signed: 7/2/2024 4:47:10 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jessica Chavez

jc

Sent: 7/2/2024 4:47:10 PM

jessica.chavez@gsd.nm.gov

Viewed: 7/3/2024 8:21:56 AM

Procurement Specialist II

Signed: 7/3/2024 8:21:59 AM

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 164.64.62.10**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Dorothy Mendonca

Dorothy Mendonca

Sent: 7/3/2024 8:22:00 AM

dorothy.mendonca@gsd.nm.gov

Viewed: 7/3/2024 8:26:26 AM

SPD Division Director / State Purchasing Agent

Signed: 7/3/2024 8:26:32 AM

General Services Department

Signing Group: 35000 - State Purchasing Agent

Signature Adoption: Pre-selected Style
Using IP Address: 174.218.21.162Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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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**

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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	7/3/2024 8:26:26 AM
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Completed	Security Checked	7/3/2024 8:26:32 AM
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
Purchasing Division**

Statewide Price Agreement Amendment

Awarded Vendor:
70 Vendors

Number: **30-00000-23-00070**

Amendment No.: **One**

Term: **July 1, 2023 to June 30, 2024**

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

Procurement Specialist: **James Ortega**

JO

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

Invoice:
As Requested at Time of Order

Email: **james.ortega@gsd.nm.gov**

Title: GENERAL CONSTRUCTION SERVICES STATE-WIDE

**This amendment is to be attached to the respective Price Agreement and become a part thereof.
(CP) 0000150396 Wilson Construction Service, Inc. item #10, corrected amount is \$95.00
(BO) 0000086491 Mevacon LLC. Item # 16, corrected amount is \$1.70.**

Also, the vendor identification numbers for any awarded vendors that were not included in the initial award have been updated in the pages that follow.

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

Natalie Martinez

Date: 10/15/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

(AA-1) 0000073450
3B Builders Inc.
1770 Hamilton Ln
Bosque Farms, NM 87069
505-553-0544
3bbuilders@gmail.com

Payment Term: NET 30
FOB: Destination
Delivery: 30 days

(AB-1) 0000174898
ALL IN ONE EXCAVATION, LLC
PO BOX 2692
Las Vegas, NM 87701
(505) 603-9510/(505) 795-5683
ALLIN1EXCAVATION@GMAIL.COM

Payment Term: NET 30
FOB: Destination
Delivery: JOB SITE/AS REQUESTED

(AK) 0000174924
Bruce Martin Construction, LLC
27 Vista Drive
Edgewood, NM 87015
505-363-1812
bruce@brucemartinconstruction.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(AN) 0000174779
Colt Builders, Inc.
5304 Raton Highway
Des Moines, New Mexico 88418
575-278-2658
lonnie@coltbuildersinc.com

Payment Term: Net 30
FOB: Destination
Delivery: FOB Point Delivery to jobsite.

(AQ) 0000052651
Contreras Construction Corp.
P.O Box 50669
Albuquerque, NM 87181
505-503-8273
m.contreras@contrerasconstructioncorp.com

Payment Term: Net 30
FOB: Destination
Delivery: 8736 Broadway Blvd SW
Albuquerque, NM 87105

(AR) 0000174782
Eric Varela, Double E Builders
P.O. Box 234
Pecos NM 87552
505-231-8967
double.ebuildersnm@gmail.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(BE) 0000163642

JGF Built LLC

2701 W. Picacho Ave Ste. 6
Las Cruces NM 88007

575-636-5135

jacob@jgfbuilt.com**Payment Term: Net 30****FOB: Destination****Delivery: As Requested**

(BJ) 0000174921

L Martinez Construction LLC

P.O. Box 662

Santa Cruz, New Mexico 87567

(505) 614-6007

llmartinezconst@gmail.com**Payment Term: Net 30****FOB: Destination****Delivery: As Requested**

(BM) 0000174876

Mark A. Lopez Development Inc.

1716 2nd Street

Santa Fe, NM 87505

(303) 999-9201

david@mldvets.com**Payment Term: Net 15****FOB: Destination****Delivery: 1716 2nd Street****Santa Fe, NM 87505**

(BO) 0000086491

Mevacon LLC

PO Box 1200

Fair Acres, NM 88033

(575) 800-4910

arivas@meva-con.com james@meva-con.com**Payment Term: Net 21****FOB: Destination****Delivery: As Requested**

(BP) 0000174881

Mountain States Structural Consultants, Inc.

7820 Enchanted Hills Blvd Ste. 217

Rio Rancho, NM 87144

505-850-2706

mountainstatesc@gmail.com**Payment Term: Net 30****FOB: Destination****Delivery: 7820 Enchanted Hills Blvd Ste. 217****Rio Rancho, NM 87144**

(BQ) 0000049864

Murphy Builder's Inc.

808 S Boardman

Gallup, NM 87301

505-863-6274

rick@murphybuilders.com**Payment Term: Net 30****FOB: Destination****Delivery:**

(BR) 0000142244
MVT Contracting
P.O. Box 1212
Española, New Mexico 87532-1212
505-470-0498
mvt0498@yahoo.com

Payment Term: Net 30
FOB: Destination
Delivery: Depending on job, material usually ships to jobsite if not it will come to: 808 S Boardman Gallup, NM 87301 or as required.

(CD) 0000174850
Rio Trio LLC
4131 Campana Court
Las Cruces, New Mexico 88011
575-528-8782
RioTrioNM@Gmail.com

Payment Term: Net 30 from Approved Invoice
FOB: Destination
Delivery: Delivered to/at the project

(CH) 0000175098
Simply Green Construction LLC
5764 Lizard Ln. SW
Albuquerque, NM 87121
505-319-1393
simplygreenconstruction@outlook.com

Payment Term: Net 15
FOB: Destination
Delivery: As Requested

(CI) 0000174750
Southwest Water Works, LLC.
2945 Rodeo Park Dr. East Suit 4
Santa Fe, NM 87505
505-660-8097
ewan.young70@gmail.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested or per plans and Spec's

Certificate Of Completion

Envelope Id: 440A329E66194709ADE110536AA36D71

Status: Completed

Subject: Please DocuSign: SPD SPA

Source Envelope:

Document Pages: 4

Signatures: 1

Certificate Pages: 5

Initials: 2

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Envelope Originator:

James Ortega

1100 S Saint Francis Dr

Santa Fe, NM 87502

james.ortega@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

10/12/2023 10:35:19 AM

Holder: James Ortega

james.ortega@gsd.nm.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

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

Michael Saavedra

Michael.Saavedra@gsd.nm.gov

New Mexico General Services

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 10/12/2023 10:36:37 AM

Viewed: 10/12/2023 10:37:18 AM

Signed: 10/12/2023 10:37:33 AM

Electronic Record and Signature Disclosure:

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

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

James Ortega

james.ortega@gsd.nm.gov

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Sent: 10/12/2023 10:37:34 AM

Viewed: 10/12/2023 10:38:25 AM

Signed: 10/12/2023 10:38:30 AM

Electronic Record and Signature Disclosure:

Accepted: 10/24/2022 4:00:52 PM

ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35

Natalie Martinez

natalie.martinez1@gsd.nm.gov

Deputy Director

New Mexico General Services

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 172.59.0.18

Sent: 10/12/2023 10:38:31 AM

Viewed: 10/12/2023 10:39:17 AM

Signed: 10/15/2023 9:00:31 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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	10/12/2023 10:36:37 AM
Certified Delivered	Security Checked	10/12/2023 10:39:17 AM
Signing Complete	Security Checked	10/15/2023 9:00:31 PM
Completed	Security Checked	10/15/2023 9:00:31 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.

SPD_SWPA_Award_004_Rev_01_0822



State of New Mexico General Services Department

Statewide Price Agreement

Awarded Vendor:
70 Vendors

Price Agreement Number: **30-00000-23-00070**

Payment Terms: **Net 30**

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

Delivery: **See Page 6**

Procurement Specialist: **James Ortega**

JO

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

Email: **james.ortega@gsd.nm.gov**

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

Invoice:
As Requested at Time of Order

Title: GENERAL CONSTRUCTION SERVICES STATE-WIDE

Term: July 1, 2023 to June 30, 2024

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

Date: 6/30/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

× **This Agreement was signed on behalf of the State Purchasing Agent**

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement # 30-00000-23-00070

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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

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Purchasing Division
Statewide Price Agreement # 30-00000-23-00070

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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 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.

State of New Mexico
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Statewide Price Agreement # 30-00000-23-00070

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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 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

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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) 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 or 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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Purchasing Division
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Awarded Vendors:

(AA) Not in SHARE

3B Builders Inc
1770 Hamilton Ln
Bosque Farms, NM 87069
505-553-0544
3builders@gmail.com

Payment Term:**FOB:** Destination**Delivery:** 30 days

(AB) Not in SHARE

ALL IN ONE EXCAVATION, LLC
PO BOX 2692
Las Vegas, NM 87701
(505) 603-9510/(505) 795-5683
ALLIN1EXCAVATION@GMAIL.COM

Payment Term: NET 30**FOB:** Destination**Delivery:** JOB SITE/AS REQUESTED

(AC) 0000097177

APIC Solutions
5550 Midway Park PI NE
Albuquerque, NM 87109
505-345-1381
orders@apicnm.com service@apicnm.com

Payment Term: 30**FOB:** Destination**Delivery:** 5550 Midway Park PI NE,
Albuquerque, NM 87109

(AD) 0000053415

Advanced Environmental Solutions
2318 Roldan Dr.
Belen, NM 87002
505-450-8953
asaiz@aesnm.cm

Payment Term: Net 30 Days**FOB:** Destination**Delivery:** Per Contract Specs

(AE) 0000107401

All-Rite Construction, Inc.
PO Box 67904
Albuquerque, NM 87193
505-344-7663
Meshach@ritecon.com chrissy@ritecon.com

Payment Term: Net 30**FOB:** Destination**Delivery:** FOB

(AF) 0000009253

Allied Electric Inc
PO Box 28430
Santa Fe, NM 87592-8430
(505) 438-8899
george@alliednm.com

Payment Term: Net 30**FOB:** Destination**Delivery:** as requested by owner

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Purchasing Division
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(AG) 0000054601

AnchorBuilt Inc
PO Box 27688
Albuquerque, NM 87125
505-342-2452
ray.zamora@anchorbuilt.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(AH) 0000167268

Asbestos Experts, LLC
3535 Princeton Dr Suite 107
Albuquerque, NM 87107
505-377-3237
shannon@asbestosexperts.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(AI) 0000046277

B&D INDUSTRIES, INC.
9720 Bell Avenue SE
Albuquerque, NM 87123
505-299-4464
newwojob@banddindustries.com

Payment Term: Net 30
FOB: F.O.B. Destination
Delivery: F.O.B. Destination

(AJ) 0000146366

Barnsley Construction, LLC
PO Box 92072
Albuquerque, NM 87199
505-856-5576
contact@barnsleyconstruction.com

Payment Term: Net 30
FOB: Destination
Delivery: 4900 Hawkins St NE
Albuquerque, NM 87109

(AK) Not in SHARE

Bruce Martin Construction, LLC
27 Vista Drive
Edgewood, NM 87015
505-363-1812
bruce@brucemartinconstruction.com

Payment Term: Net 30
FOB: F.O.B. Destination
Delivery: As Requested

(AL) 0000146367

CRM Construction LLC, Miguel Contreras
413 Burma Dr. NE
Albuquerque, New Mexico 87123
505-974-1869, 505-315-4943
miguel.crmconstruction@gmail.com

Payment Term: Net 15
FOB: Destination
Delivery: As Requested

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(AM) 0000051994
Classic Industries, Inc.
P.O. Box 434
Dona Ana, NM 88032
575-523-2053
office@classicindincnm.com

Payment Term: Net 30
FOB: Destination
Delivery: As requested per project

(AN) Not in SHARE
Colt Builders, Inc.
5304 Raton Highway
Des Moines, New Mexico 88418
575-278-2658
lonnie@coltbuildersinc.com

Payment Term: Net 30
FOB: Destination
Delivery: FOB Point Delivery to jobsite.

(AO) 0000138100
Consolidated Builders of NM LLC
116 Veranda Rd NW
Albuquerque, NM 87107
505-873-6139
Consolidatedbuilders@comcast.net

Payment Term: Net 30
FOB: Destination
Delivery: 116 Veranda Rd NW
Albuquerque, NM 87107

(AP) 0000046874
Conti Energy Control LLC.
6417 Center Drive
Sterling Heights, MI 48312
505-890-2888
nmpo@conticorporation.com
nmsservice@conticorporation.com

Payment Term: Net 30
FOB: Destination
Delivery: as directed

(AQ) 0000052651
Contreras Construction Corp.
P.O Box 50669
Albuquerque, NM 87181
505-503-8273
m.contreras@contrerasconstructioncorp.com

Payment Term: Net 30
FOB: Destination
Delivery: 8736 Broadway Blvd Sw
Albuquerque, NM 87105

(AR) Not in SHARE
Double E Builders
P.O. Box 234
Pecos NM 87552
505-231-8967
double.ebuildersnm@gmail.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

State of New Mexico
General Services Department
Purchasing Division
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(AS) 0000170503

Elite Communications & Construction, LLC

1950 Bosque Farms Blvd

Bosque Farms, NM 87068

505-295-8000

shannon@elitenm.com, gabe@elitenm.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(AT) 0000049445

ESA Construction, Inc.

3435 Girard Blvd. NE

Albuquerque, NM 87107

505-884-2171 X102

spannell@esaconstruction.com

Payment Term: Net 30 days
FOB: Destination
Delivery: As required by contract/PO

(AU) 0000043596

First Mesa Construction, Inc.

8819 2nd St NW

Albuquerque NM 87114

505-843-8990

scott@firstmesa.net

Payment Term: Net 30
FOB: Destination
Delivery: As requested

(AV) 0000086357

Four Winds Mechanical HTC/AC, Inc.

8915 Adams St NE, Suite B

Albuquerque, NM 87113

505-908-0090

Lynn@4windsmechanical.com

Payment Term: Net 30
FOB: Destination
Delivery: 24 Hours

(AW) 0000049692

Franken Construction Co., INC.

1025 Douglas Avenue

Las Vegas, NM 87701

505-429-1962

brentfranken@frankenconstruction.com

Payment Term: Net 30
FOB: Destination
Delivery: Jobsite or Contractors Yard

(AX) 0000154826

Fulcrum Contracting LLC.

5400 Sanban Dr.

Las Cruces, NM 88005

575-650-9523

ron@fulcrum-contracting.com

robert@fulcrum-contracting.com

Payment Term: Net 30
FOB: Destination
Delivery: Based on the type of award options will be agreed upon by both parties.

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(AY) 0000090285
GM Emulsion, LLC
5935 Agua Fria Street
Santa Fe, NM 87507
505-471-9981
fred@gmemulsion.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(AZ) 0000141388
GME General Building
5935 Agua Fria Street
Santa Fe New Mexico 87507
(505)471-9981 or (505) 690-3563
erik@gmegeneralbuilding.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(BA) 0000049140
Handiwork, Inc.
P.O. Box 16388
Albuquerque, NM 87191-6388
505-239-5575
jshuster@swcp.com

Payment Term: Net 30
FOB: Destination
Delivery: FOB Destination/As Requested

(BB) 0000046616
Highland Enterprises, Inc
PO Box 2409,
Las Cruces, NM 88004
575-524-3551
hei@highlandnm.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(BC) 0000167639
Jaypen Construction
101 B Paseo Nopal
Santa Fe, New Mexico 87507
1-505-920-0710
jeremy.jaypenconst@gmail.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(BD) 0000046321
Jack B. Henderson Construction Co.
PO Box 53176
Albuquerque, NM 87153-3176
5059751465
jeichhorst@jbhenderson.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

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(BE) Not in SHARE
JGF Built LLC

2701 W. Picacho Ave Ste. 6
Las Cruces NM 88007
575-636-5135

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(BF) 0000047607
Jim Sena Construction Co., Inc.
2201 Historic Route 66
Santa Rosa, NM 88435
(575) 472-3106
jscinc@live.com

Payment Term: Net 30
FOB: Destination
Delivery: 2201 Historic Route 66
Santa Rosa, NM 88435

(BG) 0000129254
JRM Construction & Roofing Inc.
2620 VIA BERRENDIA
SANTA FE, NM 87505
505-920-9768

Payment Term: NEW 30
FOB: Destination
Delivery: AS REQUESTED

JRMCONSTRUCTION65@YAHOO.COM

(BH) 0000061554
Junior Builders
2201 Historic Route 66
Santa Rosa, NM 88435
575-472-3705
juniorconstructionco@gmail.com

Payment Term: Net-30
FOB: Destination
Delivery: 2201 Historic Route 66
Santa Rosa, NM 88435

(BI) 0000148234
Kelley Oilfield Services
PO box 1270
Aztec, NM 87410
505-326-2423
Kkosi@kosinm.com

Payment Term: Net 30
FOB: Destination
Delivery: 3601 N 1st St. Suite M
Bloomfield NM, 87413

(BJ) Not in SHARE
L Martinez Construction LLC
P.O. Box 662
Santa Cruz, New Mexico 87567
(505) 614-6007
llmartinezconst@gmail.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

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(BK) 0000087051

La Mesilla Constuction, LLC
98 County Road 119
Española, NM 87532
505-927-6513

lamesillaconstruction@gmail.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(BL) 0000050594

Longhorn Construction Services, Inc
9208 Lona Lane NE
Albuquerque, NM 87111
505-858-1360
lcsinc@comcast.net

Payment Term: Net 30
FOB: Destination
Delivery: FOB

(BM) Not in SHARE

Mark A. Lopez Development Inc.
1716 2nd Street
Santa Fe, NM 87505
(303) 999-9201
david@mldvets.com

Payment Term: Net 15
FOB: Destination
Delivery: 1716 2nd Street
Santa Fe, NM 87505

(BN) 0000138553

Nine Degrees Construction, LLC.
101 Maguey Ct. Suite #2
Sunland Park, NM 88063
(915) 526-8739

cesarm@nine-degrees.com

Payment Term: Net 30
FOB: Destination
Delivery: Same as the remit address

(BO) 0000086491

Mevacon LLC
1207 Scoggins Ave,
Las Cruces, NM 88005
575-524-0327

arivas@meva-con.com james@meva-con.com

Payment Term: Net 21
FOB: Destination
Delivery: 1207 Scoggins Ave,
Las Cruces, NM 88005

(BP) Not in SHARE

Mountain States Structural Consultants, Inc.
7820 Enchanted Hills Blvd Ste 217
Rio Rancho, NM 87144
505-850-2706

mountainstatesc@gmail.com

Payment Term: Net 30
FOB: Destination
Delivery: 7820 Enchanted Hills Blvd Ste 217
Rio Rancho, NM 87144

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(BQ) 0000049864 (Inactive)

Murphy Builder's Inc.

808 S Boardman

Gallup, NM 87301

505-863-6274

rick@murphybuilders.com

Payment Term: Net 30
FOB: Destination
Delivery: Depending on job, material usually ships to jobsite if not it will come to: 808 S Boardman Gallup, NM 87301 or as required.

(BR) 0000142244 (Inactive)

MVT Contracting

P.O. Box 1212

Espanola, New Mexico 87532-1212

505-470-0498

mvt0498@yahoo.com

Payment Term: Net 30
FOB: Destination
Delivery: 51 Private Drive 1142
Espanola, NM 87532

(BS) 0000090738

Nieto Custom Builders, Inc.

325 Academy Dr

Corrales, NM 87048

505-270-1346

info@nietobuilders.com

Payment Term: Net 30
FOB: Destination
Delivery: As as requested

(BT) 0000140941

NorthEastern Construction Company

925 Mills Ave

Las Vegas, NM 87701

505-426-7585

necontractors@yahoo.com

Payment Term: Net 10
FOB: Destination
Delivery: 925 Mills Ave,
Las Vegas, NM 87701

(BU) 0000009419

ORCOM, a Division of Ortega Companies,
Inc.

PO Box 605

Peralta, NM 87042

505-480-5852

billy@orcominc.com rosanna@orcominc.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(BV) 0000092230

Osceola Inc

1300 1st St

Albuquerque NM 87102

505-850-8863

info@oesolarnm.com

Payment Term: Net 30
FOB: Destination
Delivery: 1300 1st St
Albuquerque NM 87102

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(BW) 0000075750
Paul Davis Restoration of Northern NM
12 Bisbee Ct.
Santa Fe, NM 87508
505-471-1357
analise.trujillo@pauldavis.com ;
sam.garcia@pauldavis.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(BX) 0000114869
Pluma_LL
6301 4th St. Suite 1
Albuquerque, NM 87107
(505) 345-0755
Kodi@plucys.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested

(BY) 0000116761
Prime Builders, LLC
PO Box 91480
Albuquerque, NM 87199
505-924-0455
epeterson@primebuildersnm.com

Payment Term: Net 30
FOB: Destination
Delivery: As requested

(BZ) 0000108577
QA Engineering LLC
1409 Ortiz Drive SE
Albuquerque, NM 87108
505-250-8663
robert@qaengineering.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested.

(CA) 0000132517
R and M Construction LLC
PO Box 1026
Alcalde, NM 87511
5059272027
robert@rmconstructionnm.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested.

(CB) 0000072052
Reineke Construction LLC
PO Box 65
Watrous, NM 87753
5052706866
info@reinekeconstruction.com

Payment Term: Net 30
FOB: Destination
Delivery: FOB SITE

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(CC) 0000168093
Rhino Roofing, Inc
2121 Osuna Rd NE
Albuquerque, NM 87113
505-242-1602

rhinoroofingjelyn@gmail.com
rhinoroofingdavid@gmail.com

Payment Term: 30 days
FOB: Destination
Delivery: 30 days

Public Works # 22720665762019

(CD) Not in SHARE
Rio Trio LLC
4131 Campana Court
Las Cruces, New Mexico 88011
575-528-8782
RioTrioNM@Gmail.com

Payment Term: Net 30 from Approved Invoice
FOB: Destination
Delivery: Deliverd to/at the project

(CE) 0000090374
Rymarc Construction, Inc.
3440 Princeton Drive NE
Albuquerque, NM 87107
Office 505-361-1869, Cell 575-781-0508
Bruce@RymarcConstruction.com

Payment Term: Net 30
FOB: Destination
Delivery: Delivery: As Requested

Public Works # 2389320120127

(CF) 0000117370
S.T.O.P. Restoration
5620 Venice Ave NE Ste J
Albuquerque, NM 87113
505-892-3112
stoprestoration123@yahoo.com

Payment Term: Net 30
FOB: Destination
Delivery: 5620 Venice Ave NE Ste J
Albuquerque, NM 87113

(CG) 0000009789
SDV Construction, Inc.
8912 Adams St. NE
Albuquerque, NM 87113
505-883-3176
estimating@sdvconstruction.com

Payment Term: Net 30
FOB: Destination
Delivery: Destination

(CH) Not in SHARE
Simply Green Construction LLC
5764 Lizard Ln. SW
Albuquerque, NM 87121
505-319-1393
simplygreenconstruction@outlook.com

Payment Term: Net 15
FOB: Destination
Delivery: As Requested

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(CI) Not in SHARE
Southwest Water Works, LLC.
2945 Rodeo Park Dr. East Suit 4
Santa Fe, NM 87505
5056608097
ewan.young70@gmail.com

Payment Term: Net 30
FOB: Destination
Delivery: As Requested or per plans and Spec's

(CJ) 0000170501
The Aisling Company, LLC
6220 Chimayo Dr
Albuquerque, NM 87120
505-871-1000,505-220-6227
Info@aislingco.co

Payment Term: 21 days after submission
FOB: Destination
Delivery: 6220 Chimayo Dr
Albuquerque, NM 87120

(CK) 0000046339
Tresco Inc
1800 Copper Loop
Las Cruces, NM 88005
575-528-2218
gblock@trescoinc.org

Payment Term: Net 30
FOB: Destination
Delivery: Based on customer's request

(CL) 0000054166
Villalobos Builders, LLC
4711 Grand Avenue NE
Albuquerque, NM 87108
505-235-9293
villalobosbuildersllc@outlook.com

Payment Term: Net 30
FOB: Destination
Delivery:

(CM) 0000051414
WWRC, Inc
1716 W. 7th
Clovis, NM 88101
575-769-2618
wwrc@wwrcinc.com

Payment Term:
FOB: Destination
Delivery: As Requested

(CN) 0000009760
Weil Construction, Inc.
3344 Princeton Dr. NE
Albuquerque, NM 87107
505-899-3535
chris@weilconstruction.com
c.mcmahan@weilconstruction.com

Payment Term: Net 30
FOB: As Requested
Delivery: Destination

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(CO) 0000050416

White Sands Construction Inc.

1700 10th Street

Alamogordo, NM 88310

575-437-7816

catlin@whitesandsconstruction.com

Payment Term: Net 30
FOB: FOB Destination
Delivery: Destination

(CP) 0000150396

Wilson Construction Service, Inc.

123 Buckboard Trl

Nogal, NM 88341

303-242-2631

wilsonconstruction2020@gmail.com

Payment Term: Net 15
FOB: FOB Destination
Delivery: Destination

(CQ) 0000012754

Facilitybuild, Inc.

5904 Florence Ave NE

Albuquerque, NM 87113

505-828-0060

camkilcup@facilitybuild.com

rpino@facilitybuild.com

Payment Term: Net 30
FOB: FOB Destination
Delivery: As Requested

(CR) 0000070502

Mans Construction Inc.

1996 S. Valley Dr.

Las Cruces, NM 88005

575-644-5011

Ftorres@Mans-Co.com

Payment Term: Net 30
FOB: FOB Destination
Delivery: AS Requested

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Specifications:

Establish a Statewide Price Agreement for on-call general construction services work by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements and new construction services for facilities and properties throughout the state of New Mexico. This Price Agreement may be utilized by all New Mexico State Agencies, commissions, political subdivisions and local public bodies applicable by law (using agency or local public body).

Term:

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.

New Mexico Legislation Affecting Price Agreement:

If future legislation affects any terms or conditions of the Price Agreement the Contractor and Using Agency understand and agree that the Price Agreement may be amended to comply with the legislation and New Mexico law.

Insurance:

The Contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, Workman's Compensation Insurance. 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 will be cancelled immediately.

Contractor shall indemnify and hold harmless the State and local public body, 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 acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Price 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., NMSA 1978 Comp. and Section 56-7-1 NMSA 1978 Comp.) and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

The Contractor shall provide public liability insurance for the minimum amount of one hundred thousand dollars (\$100,000) for damage to or destruction of property arising out of each occurrence; the amount of three hundred thousand dollars (\$300,000) to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under the New Mexico Tort Claims Act; and the amount of five hundred thousand dollars (\$500,000) for all claims arising out of each occurrence. Umbrella or excess liability coverage shall not be considered as any part of the primary coverage.

The vendor shall request from his insurer that the agency or local public body be named "Additional Insured" on an insurance certificate showing the vendor's insurance coverages.

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All work covered by this Invitation to Bid shall be in accordance with applicable state laws, the International Building Code (IBC) and New Mexico building codes and is subject to the minimum wage rate determination issued by the New Mexico Department of Workforce Solutions, if applicable.

Wage Rates:

All work covered by this Invitation to Bid shall be in accordance with applicable state laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions (DWS), if applicable.

A wage rate decision is required by the Public Works Minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars (\$60,000) or more and funded in part by state or local funding. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: <http://www.dws.state.nm.us>. The agency or local public body will request a wage rate determination from the DWS.

Bonding:

A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the state of New Mexico will be required of the successful bidder(s) prior to each project over twenty-five thousand dollars (\$25,000). Said bonds must be provided to the requesting agency and are to be filed with the agencies purchasing office. Failure to comply shall result in the order being issued to another vendor and the difference being charged back to the awarded Contractor(s). The cost of the bonds may be passed on to the agency or local public body.

Other:

The awarded Contractor shall be responsible for all permits associated with this work as required by the State of New Mexico Construction Industries Division (CID) or the local Authority Having Jurisdiction (AHJ). The CID will issue permits for work performed at state-owned buildings.

Escalation / Reduction Clause:

Contractor shall keep pricing fixed for each year of this 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 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:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase

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5. Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase.

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 performed. No bid on a contract shall be submitted unless the Contractor has a valid Contractor's license issued by the CID to bid and to perform the type of work to be undertaken, as set forth in § 60-13-12, NMSA 1978.

Contractor shall provide the following information:

**Contractor's New Mexico license
no.:**

Contractor's classification no.:

State tax identification no.:

Public Works Registration Number*:

*Pursuant to: 13-4-13.1 Public Works Contracts; Registration of Contractors and Subcontractors

When submitting a quote for a specific project valued at more than sixty thousand dollars (\$60,000) for any portion of a public works project greater than sixty thousand dollars (\$60,000) that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its bid. The using agency may reject any quote that fails to provide a Public Works Registration Number for the prime Contractor and all other listed Contractors or subcontractors. In order to submit a bid for this invitation to bid the bidder must have an Active registration for the Public Works Act.

The Contractor will be contacted on an as needed, on-call basis to perform work associated with this Price Agreement. A Price Agreement award is without assurance of quantity or dollar amount of work to be performed. Failure to respond to the Using Agency's requests may be grounds for termination of this Price Agreement.

Scope of Work:

Contractors shall provide their cost for performing all the work called for in the Using Agency's scope of work for the project. Projects may be of short or long term duration, throughout the state.

Contractors shall have the technical staff to perform diagnostic services; provide design services as needed; and to provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits. The Contractor is responsible for obtaining all required licenses, fees and permits required by government agencies to perform the work.

Contractors shall be "licensed Contractors" capable of providing all coordination, supervision and services required for comprehensive general building construction, renovations, upgrade and improvement projects and to provide new construction services including incidental design. The scope of an individual project may include equipment, fixtures and furniture whether attached or not to the building. It can include site and utility work including landscaping and parking lot/ minor road/ minor bridge work. The utility work can include building power systems such as solar panels, geothermal systems, water sourcing systems, water treatment and

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waste disposal/treatment systems. It may also include demolition and abatement projects. Identification and abatement of asbestos containing materials (ACM) may be performed under separate contracts. It can also include security and other low voltage installations with related controls and equipment.

Contractors shall provide all materials, labor, equipment and tools required to successfully complete the work requested. The Contractors shall be capable of providing a work force with supervision, adequate to perform work for a forty (40) hour work week during normal working hours with the option of working non normal or overtime hours if required.

Replacement systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards.

Subcontracting of work is allowed and shall be prior approved by the Using Agency. Subcontractors shall have the appropriate current and valid Contractor's licenses for their work. And shall furnish proof upon request.

Furnishing of submittal data for any/all new equipment and materials as well as O&M's when either/or are required, and deemed necessary for the facility is required. Training of site personnel for the proper operation of newly installed equipment/systems and its related controls will be performed and required for completion. This training must be acceptable to the person in charge of the facility.

Replacement mechanical/electrical/plumbing systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractor's work, to other areas, the contractor will be held responsible for repairing any damage done by his employees, subcontractors and vendors.

The Contractor shall, at his own cost, restore any damage to existing, adjacent finishes damaged as a result of performing its work and to make new work inconspicuous with the existing, adjacent finishes.

The Contractor shall provide all clean-up for its operations and control of all construction debris. All work areas shall be maintained in a neat and workmanlike manner. All construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The Using Agency's trash container for the building shall not be used for disposal of any construction debris.

All work shall be according to current applicable State and National codes. All work shall be in strict compliance with the national and state building mechanical, plumbing, fire and electrical codes including SMACNA, and ASHRAE standards.

Safety shall be of main concern and enforced by the contractor on site and will be periodically inspected by the State's qualified safety personnel. The Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The on-site Superintendent shall have a minimum OSHA 10 and preferably OSHA 30 card with them at all times when on the jobsite. The Using Agency shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safe guards, safety devices and protective equipment; take any actions necessary to protect the life and health of employees on the job; the safety of the public; and to protect the property of the Using Agency in connection with the performance of the work covered by this Price Agreement. Any work involving disconnect or switching of electrical service to a work area shall utilize LOCKOUT/TAGOUT identification practices.

All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Price Agreement. Journeymen level personnel shall have the

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ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.

Contractor's price shall include all labor costs, tools, equipment, materials, permits, overhead, profit, insurance and any other fees necessary to perform the work called for in the Using Agency's scope of work and drawings for this project. Any equipment required to have licensed operators shall be the responsibility of the contractor before any equipment is turned on at the jobsite.

The bid price for this ITB shall **not** include New Mexico gross receipts tax or local option tax(es). Such tax or taxes shall be added by the Contractor to its quote (line item on schedule of values) at the current tax rate at the project's location. As a separate item, the Using Agency shall ensure the appropriate gross receipts tax is added to the Contractor's project proposal and that it is encumbered in the Purchase Order. The prices quoted for each project represent the total compensation to be paid by the Using Agency for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

The Contractor shall provide all the services needed and called for in the Using Agency's scope of work, in addition to the requirements set forth in this Price Agreement.

Request for Quote (RFQ):

Each project under this Price Agreement will be individually described in a "Request for Quote (RFQ)". The RFQ will describe the scope of work, the duration of the project with the date of Substantial Completion and if there are liquidated damages for not meeting the date of substantial completion. The date of Substantial Completion is the date when the space can be occupied or the Work used/operated and is turned over to the User Agency. Final completion is the date when the project is totally complete, the punchlist work complete and the Contractor's final pay application/invoice is approved. The terms and conditions of the Contractor's Statewide Price Agreement will apply to all Purchase Orders which result from the accepted quote in response to the RFQ.

There will be NO markups allowed for adding subcontractor costs and to cover general conditions (administrative costs and other related expenses) allowed on any of the quotes issued pursuant to this statewide price agreement. If a subcontractor is hired for the project the reimbursement must be at actual cost of the subcontractor's cost.

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the requesting Using Agency to not interfere with the daily operations of the Agency or to jeopardize the health, safety or welfare of the employees or general public conducting business with the Using Agency.

The Using Agency reserves the right to purchase materials directly from existing Statewide Price Agreements and other sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project.

If the Contractor is requesting reimbursement for materials used on the work, copies of the invoices for the materials must be included when submitting invoices/pay applications. The Contractor may NOT add markups for the materials purchased.

The Using Agency reserves the right to procure specialty services directly from its other Statewide Price Agreements and other sources to the awarded Contractor. Specialty services provided from other Statewide Price Agreements and other sources shall be coordinated by the Contractor.

The Using Agency reserves the right to obtain quotes from multiple vendors covered under this Statewide Price Agreement and award a project to a Contractor based on the quotes.

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When a service is needed, the Using Agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.

If any equipment or building system cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information the need for replacement. If replacement is recommended, the Contractor will provide written justification for system and/or the model, size and type of unit recommended along with any applicable efficiency data. The Using Agency's and energy standards will be discussed and taken into consideration when proposing replacement units or systems.

The Contractor shall visit the site and compare the Using Agency's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this Price Agreement.

The Contractor will be required to provide a written quote, to include the work to be performed and the amount of time required for the completion of the project and submit to the Using Agency at no cost to the Using Agency.

Prior to commencement of any work performed the Using Agency will issue a notice to proceed for the work upon receipt of a purchase order, based on the prices set forth by Contractor's quote. The work on any project to be performed under this Contract shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed." On smaller projects, an email will suffice.

The Contractor shall begin the work based on the priority identified by the Using Agency. Any delay beyond the stated completion date shall be upon agreement by the Using Agency and the Contractor.

Where work is to be conducted in a state or local correctional or secured facility, security clearances and background checks that may be required by the facility for the Contractor and its employees must be obtained prior to commencement of any work at that facility. The Using Agency reserves the right to deny any employee of the Contractor, access to the facility should the employee be in violation of any criteria required for the security clearance.

The User Agency reserves the right to provide an escort and/or full time supervision of the Contractor and its employees during any or all phases of a project, should the Using Agency feel it is in its best interest to provide these extraordinary security services.

The Using Agency reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or wellbeing of the facility or any individual. Inappropriate behavior by the Contractor, its employees or subcontractors may be grounds for immediate removal from this Price Agreement. Any employee of the Contractor found in violation of any law, while on the User Agency's property, may be prosecuted.

Change Orders:

Any change orders to the project scope will require an additional RFQ with backup materials and labor costs and shall be substantiated without a doubt there was no way of knowing the additional services were needed when the original quote was provided. Change orders shall be managed closely by the Using Agency. Change order abuse shall be reported to the Procurement Specialist listed on the cover page of this Price Agreement. Preventative measure shall be taken by both the contractor and the Using Agency prior to issuing the Notice to Proceed. Such measures may include: soil tests (soil boring); clarification of ambiguity in the project plan, the scope of work, the RFQ, the drawings, etc.; the project scope should be completely defined and agreed upon before any work begins.

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Using Agency's obligations:

- Shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.
- Allow the Contractor limited use of on-site utilities for projects at an existing building.
- Shall provide periodic and/or random inspections of its projects. Using Agencies shall be responsible for providing its inspections, photography of the project's progress, and preparation of field observation reports.
- Conduct weekly on-site meetings with the Contractor, or on an as-needed basis, to ensure compliance with the scope of work for the project; provide assistance and guidance; to resolve problems arising during the project; and to ensure quality of work and materials being incorporated into the project.
- Process requests for payment within twenty-one (21) days of time/date stamped receipt of proper invoice and/or G702 & G703 Schedule of Values, Application and Certificate for Payment, when more than a single invoice applies to the contracted amount.
- If applicable, procure independent special inspections, commissioning, structural, soils testing with geotechnical reports and/or topographical survey.

Other Construction Related Terms and Conditions:**Time Considerations:**

The work on any project to be performed under this Agreement shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed." On smaller projects an email will suffice. The date of Substantial Completion shall be described in the RFQ. The date can be extended by the Using Agency by valid written Change Order.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work on the project within the time specified in the RFQ, the Contractor agrees, in partial consideration for the award of the Purchase Order, to pay to the Using Agency the amount of dollars named in the RFQ per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Purchase Order under this Price Agreement.

Mediation:

Any controversy or claim arising between the parties shall be settled by mediation if the parties cannot reach a mutually agreeable solution. The parties shall endeavor to resolve their disagreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of the New Mexico Public Works Mediation Act (NMSA §13-4C-1 et seq.) except that before any party may select a mediator it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of **sixty (60) days** from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

Inspection of Work:

If a Purchase Order is issued for the purchase of services, the following terms shall apply when applicable:

- A. Services include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the Using Agency covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Using Agency or other party to the Purchase Order during the term of performance of the Work and for as long thereafter as required.
- C. The Using Agency has the right to inspect and test all services contemplated to the extent practicable at all times and places during the term of the Project. The Using Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

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- D. If the Using Agency performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Purchase Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- E. If any part of the services do not conform with the requirements, the Using Agency may require the Contractor to re-perform the services in conformity with the requirements at no increase in Purchase Order amount. When the defects in services cannot be corrected by re-performance, the Using Agency may:
 - (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements; and
 - (2) reduce the Purchase Order price to reflect the reduced value of the services performed.
- F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements, the Using Agency may:
 - (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Using Agency that is directly related to the performance of such service; or
 - (2) cancel the Purchase Order for default.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE USING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/PRICE AGREEMENT.

Suspension, Delay or Interruption of Work:

The Using Agency may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the Using Agency may determine.. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized.

Time Extension Costs:

Agreed Compensation for Overhead "General Conditions" for Changes to Time for Completion or Contract Completion Date for Changes to the Work: If the change in the Work also changes the Time for Completion or the Agreement Completion Date by adding days to complete the Work, an itemized accounting of the following General Conditions costs for direct Site overhead set forth in the subparagraph below may be considered as allowable costs for compensation.

Direct Site Overhead Expenses:

The Contractor's per diem expenses, as shown by the itemized accounting, for the following allowable, applicable, direct Site overhead expenses: The Site superintendent's pro-rata salary, temporary Site office trailer, temporary fencing, building utility costs, security, temporary storage and temporary Site utilities including basic telephone service, electricity, heat, water, and sanitary/toilet facilities, etc. for each day added.

"Per Diem Rate" means lodging, meals, and incidentals (excluding taxes).

If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement Price beyond the deadlines or due to the Contractor's refusal to proceed with any of the approved Work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Contract Price.

Clean Up and Storage:

- A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. Using Agency's trash receptacles will not be used by the Contractor. Sanitary facilities will "not" be available at the job site. Contractor shall be responsible for the provision and maintenance of portable toilets.

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- B. The Contractor on a daily basis shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall then thoroughly clean the premises and the site to the Using Agency's satisfaction.
- C. Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.
- D. Storage of materials and construction equipment shall be coordinated with the Using Agency.

Permits and Fees:

- A. IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.
- B. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.
- C. IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to the Using Agency upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule for the Work. Contractor shall deliver a photocopy of the Building Permit to the Design Professional and Using Agency as soon as it is obtained.

Schedule, Progress Meetings and Reports:

- A. The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for the Using Agency's information a Critical Path Construction Schedule for the Work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the RFQ or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.
- B. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Using Agency.
- C. Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three week look-ahead schedule should be presented at every project meeting. A new schedule shall be presented with any change orders.
- D. The Contractor shall prepare a Daily Report each day that Contractor, Subcontractors or any other entity are on the Project. The Daily Reports shall be maintained at the site and be well organized. The Using Agency may request copies at any time. The reports may include:
 - 1. report date and who prepared the report;
 - 2. weather conditions - low temp, high temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
 - 3. companies present by name and their number of workers, work location, total man hours that day for each company;
 - 4. equipment - type, source, units of work done, location of work, hour meter reading;
 - 5. material brought to site - description, units, quantity, quality, location, time;
 - 6. visitors to site - name, company, time;
 - 7. safety concerns - company, contact, noticed by, work activity, safety issue, requirement, outcome; and,

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8. quality assurance and control - company, description of issue, specification section, issued by.

Close-out Requirements:

The Contractor shall submit to the Using Agency a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion including Close-Out requirements. The punch list of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

Before final completion can be achieved, all Work must be complete and accepted including the following as applicable:

- a. Work associated with Punch List(s);
- b. testing, balance or performance operations complete and in agreement that associated work is in compliance with the Contract Documents;
- c. one hard copy and one electronic copy in .pdf format of final approved test, balance or performance report(s) complete with directory of contents submitted to Using Agency;
- d. as-Built drawings delivered in AutoCAD or electronic format;
- e. written certification signed by Using Agency of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by the Using Agency;
- f. delivery of all warranties required by the Work;
- g. all keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
- h. completed Operations Liability insurance policy certificate, if applicable;
- i. training of staff on all applicable building systems;
- j. all Storm Water Pollution Prevention Permits (SWPPP) have been updated or closed;
- k. utility transfer to User/Using Agency;
- l. Operations and Maintenance Manuals;
- m. a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

Warranty:

The Contractor shall warrant its work (non-roofing and equipment), for materials and for workmanship furnished and performed under this Price Agreement for a period of one (1) year minimum from the date of acceptance or Substantial Completion. The Contractor shall warrant its work for repairs or restoration of existing systems, appliances and work for ninety (90) days from the date of acceptance or Substantial Completion. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied. Contractor must pass on to the User Agency warranties of replaced roofs and equipment offered by the manufacturer.

Payment Provisions:

Generally payments are made on a thirty (30) day billing cycle. Payment for projects of less than thirty (30) day duration shall be paid upon the Using Agency's acceptance of the work.

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

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the Agency shall determine if the Construction Work provided meets specifications. No payment shall be made for any work until the Work has been accepted in writing by the Using Agency. Unless otherwise agreed upon between the Using Agency and the Contractor, within fifteen (15) days from the date the Using Agency receives written notice from the Contractor that payment is requested for work, the Using Agency shall issue a written certification of complete or partial acceptance or rejection of the Work. Unless the Using Agency gives notice of rejection within the specified time period, the Work will be deemed to have been accepted.

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- B. Payment of Invoice - Upon acceptance that the Work has been received and accepted, payment shall be tendered to the Contractor within twenty one (21) days after the date of acceptance of an undisputed invoice.
- C. The Contractor, before final payment of the amount due under this Contract, shall provide requested Close-out documents including any release of liens.

BID INFORMATION:

Hourly rates are requested for the three (3) levels of personnel. **All items for pricing must be filled in.** If one of the personnel listed is not relevant to your company, fill in a rate for a comparable employee that is on staff or could be on staff at a future time. For example, if the Superintendent also functions as the Journeyman or Experienced worker or vice versa, enter his rate for both items. Any blank items will cause a possible rejection of the bid for non-compliance.

Superintendent: a person with supervisory experience who maintains control of the work and work site. This person may or may not actually perform work on the project.

Journeyman or Experienced Worker: a person licensed by the State of New Mexico as a journeyman in the specialized field of work required and being performed or a person with many years of experience with a high rate of pay.

Laborer: a person with minimal experience, performing minor forms of labor.

Materials and Parts:

Contractor shall submit billings, based on actual Contractor costs for materials, less any applicable percentage for discounts. If there is no discount to be offered, enter zero. Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to the Using Agency for which the work was provided.

The State of New Mexico requires that all materials shall be new and of the highest quality and at the best attainable price available for the type of work being performed.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification may be permitted, with the User Agency's approval.

Mileage and Per Diem: The work to be performed may be throughout the state. The Contractor's cost to perform the work may include any applicable per diem. **Enter an amount even if it appears that none will be needed.**

Contractors will be allowed travel time and mileage one way from vendor's place of business to jobsite in excess of fifty (50) miles. Mileage will be based on mapquest.com. The full round trip mileage will be calculated and then one hundred (100) miles will be subtracted in order to compute the allowable daily trip mileage for each project.

Hours Worked:

Regular Hours: Monday through Friday and 8 am through 5 pm.

After Hours: All hours not within the days and times listed for "Regular Hours".

Holidays: Holidays will be considered "After Hours" and paid at "After Hours" rates.

The State of New Mexico reserves the right to award this Price Agreement to multiple vendors. Bidders must include pricing for ALL items starting from item 001 through item 013 and 015 in order to allow

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for accurate comparisons. If a Bidder fails to include one or more of those items, his Bid may be rejected.

Bids for these services are requested on a statewide basis. The intent in the bid tabulation is to add up all of the items from item 001 through item 013 and 015 in order to determine the low bidders.

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	Item	UOM	Description	(AA) 3B Builders Inc	(AB) All In One Excavatio n, LLC	(AC) APIC Solutions, Inc.	(AD) Advanced Environme ntal Solutions	(AE) All-Rite Construction , Inc.	(AF) Allied Electric Inc.
Projects under Sixty Thousand \$60,000.00	1	Hour	Superintendent, regular hours	\$40.00	\$50.00	\$50.00	\$75.00	\$85.00	\$110.00
	2	Hour	Superintendent, after hours	\$50.00	\$75.00	\$50.00	\$85.00	\$85.00	\$130.00
	3	Hour	Journeyman or Experienced Worker, regular hours worked	\$40.00	\$45.00	\$100.00	\$70.00	\$85.00	\$105.00
	4	Hour	Journeyman or Experienced Worker, after hours worked	\$50.00	\$69.00	\$100.00	\$75.00	\$85.00	\$125.00
	5	Hour	Laborer, regular hours worked.	\$13.00	\$31.00	\$25.00	\$65.00	\$75.00	\$65.00
	6	Hour	Laborer, after hours worked	\$16.50	\$48.00	\$25.00	\$70.00	\$75.00	\$75.00
Projects over Sixty Thousand (\$60,000.00) Requiring a Wage Decision	7	Hour	Superintendent, regular hours	\$50.00	\$50.00	\$50.00	\$80.00	\$85.00	\$130.00
	8	Hour	Superintendent, after hours	\$75.00	\$75.00	\$50.00	\$95.00	\$85.00	\$150.00
	9	Hour	Journeyman or Experienced Worker, regular hours worked	\$50.00	\$45.00	\$125.00	\$75.00	\$85.00	\$125.00
	10	Hour	Journeyman or Experienced Worker, after hours worked	\$65.00	\$69.00	\$125.00	\$80.00	\$85.00	\$145.00
	11	Hour	Laborer, regular hours worked	\$27.78	\$33.00	\$25.00	\$70.00	\$75.00	\$75.00
	12	Hour	Laborer, after hours worked	\$41.67	\$48.00	\$25.00	\$75.00	\$75.00	\$85.00
Applicable to all Projects	13	Hour	Diagnosis, project estimates, troubleshooting, other	\$150.00	\$75.00	\$75.00	\$65.00	\$200.00	\$165.00
	14	%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
	15	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person.	\$250.00	\$150.00	\$175.00	\$125.00	\$125.00	\$145.00
	16	Mile	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.	\$0.70	\$0.80	\$2.00	\$1.25	\$0.65	\$2.50

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				(AM) Classic Industrie s, Inc.	(AN) Colt Builders, Inc.	(AO) Consolida ted Builders of NM LLC	(AP) Conti Energy Control LLC.	(AQ) Contreras Construction Corp.	(AR) Double E Builders
	Item	UOM	Description						
Projects under Sixty Thousand \$60,000.00	1	Hour	Superintendent, regular hours	\$82.30	\$70.79	\$90.00	\$104.50	\$62.00	\$78.00
	2	Hour	Superintendent, after hours	\$118.37	\$70.79	\$95.00	\$156.75	\$82.00	\$98.50
	3	Hour	Journeyman or Experienced Worker, regular hours worked	\$78.41	\$62.29	\$90.00	\$99.75	\$48.00	\$56.00
	4	Hour	Journeyman or Experienced Worker, after hours worked	\$111.07	\$93.44	\$95.00	\$149.65	\$78.00	\$72.50
	5	Hour	Laborer, regular hours worked.	\$50.21	\$45.73	\$40.00	\$62.70	\$42.00	\$37.50
	6	Hour	Laborer, after hours worked	\$70.22	\$68.59	\$55.00	\$94.05	\$72.00	\$45.00
Projects over Sixty Thousand (\$60,000.00) Requiring a Wage Decision	7	Hour	Superintendent, regular hours	\$82.30	\$70.79	\$90.00	\$104.50	\$72.00	\$78.00
	8	Hour	Superintendent, after hours	\$118.37	\$70.79	\$95.00	\$156.75	\$85.00	\$98.50
	9	Hour	Journeyman or Experienced Worker, regular hours worked	\$78.41	\$62.29	\$90.00	\$99.75	\$56.00	\$56.50
	10	Hour	Journeyman or Experienced Worker, after hours worked	\$111.07	\$93.44	\$95.00	\$149.65	\$89.60	\$72.50
	11	Hour	Laborer, regular hours worked	\$50.21	\$45.73	\$50.00	\$62.70	\$48.00	\$45.00
	12	Hour	Laborer, after hours worked	\$70.22	\$68.59	\$65.00	\$94.05	\$78.00	\$55.00
Applicable to all Projects	13	Hour	Diagnosis, project estimates, troubleshooting, other	\$86.21	\$90.98	\$135.00	\$109.25	\$82.00	\$150.00
	14	%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.	0.0%	0.0%	2.0%	\$0.00	\$0.02	\$0.00
	15	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person.	\$175.00	\$117.61	\$185.00	\$135.00	\$118.00	\$175.00
	16	Mile	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.	\$1.26	\$1.25	\$0.655	\$0.63	\$0.88	\$1.00

				(AS) Elite Communi cations & Construc tion, LLC	(AT) ESA Construc tion, Inc.	(AU) First Mesa Construct ion, Inc.	(AV) Four Winds Mechanical HTC/AC, Inc.	(AW) Franken Construction Co., Inc.	(AX) Fulcrum Contractin g LLC.
	Item	UOM	Description						
Projects under Sixty Thousand \$60,000.00	1	Hour	Superintendent, regular hours	\$72.24	\$180.00	\$101.50	\$175.00	\$51.72	\$100.00
	2	Hour	Superintendent, after hours	\$84.00	\$200.00	\$152.25	\$250.00	\$77.58	\$150.00
	3	Hour	Journeyman or Experienced Worker, regular hours worked	\$58.24	\$140.00	\$101.50	\$150.00	\$48.53	\$125.00
	4	Hour	Journeyman or Experienced Worker, after hours worked	\$73.36	\$155.00	\$152.25	\$200.00	\$72.80	\$135.00
	5	Hour	Laborer, regular hours worked.	\$39.50	\$100.00	\$76.80	\$100.00	\$33.81	\$80.00
	6	Hour	Laborer, after hours worked	\$54.78	\$110.00	\$115.20	\$150.00	\$50.72	\$110.00
Projects over Sixty Thousand (\$60,000.00) Requiring a Wage Decision	7	Hour	Superintendent, regular hours	\$73.36	\$180.00	\$99.00	\$200.00	\$51.72	\$135.00
	8	Hour	Superintendent, after hours	\$87.09	\$200.00	\$148.50	\$275.00	\$77.58	\$150.00
	9	Hour	Journeyman or Experienced Worker, regular hours worked	\$67.20	\$140.00	\$99.00	\$175.00	\$48.53	\$125.00
	10	Hour	Journeyman or Experienced Worker, after hours worked	\$81.56	\$155.00	\$148.50	\$250.00	\$72.80	\$135.00
	11	Hour	Laborer, regular hours worked	\$46.48	\$100.00	\$74.80	\$120.00	\$33.81	\$85.00
	12	Hour	Laborer, after hours worked	\$57.12	\$110.00	\$112.20	\$175.00	\$50.72	\$110.00
Applicable to all Projects	13	Hour	Diagnosis, project estimates, troubleshooting, other	\$84.00	\$100.00	\$106.51	\$ 200	\$51.72	\$100.00
	14	%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.	\$0.00	\$0.00	0.0%	0.0%	0.0%	0.0%
	15	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person.	\$130.00	\$200.00	\$195.00	\$250.00	\$55.00	\$157.00
	16	Mile	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.	\$0.65	\$2.00	\$1.55	\$3.50	\$1.50	\$65.00

[illegible]

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	Item	UOM	Description	(BE) JGF Built LLC	(BF) Jim Sena Construc tion Co., Inc.	(BG) JRM Construct ion and Roofing	(BH) Junior Builders	(BI) Kelley Oilfield Services	(BJ) L Martinez Constructi on LLC
Projects under Sixty Thousand \$60,000.00	1	Hour	Superintendent, regular hours	\$80.00	\$85.00	\$140.00	\$90.00	\$80.00	\$65.00
	2	Hour	Superintendent, after hours	\$110.00	\$100.00	\$140.00	\$105.00	\$120.00	\$90.00
	3	Hour	Journeyman or Experienced Worker, regular hours worked	\$74.00	\$85.00	\$125.00	\$90.00	\$40.00	\$52.00
	4	Hour	Journeyman or Experienced Worker, after hours worked	\$104.00	\$100.00	\$125.00	\$105.00	\$60.00	\$65.00
	5	Hour	Laborer, regular hours worked.	\$47.00	\$55.00	\$95.00	\$60.00	\$32.00	\$45.00
	6	Hour	Laborer, after hours worked	\$62.00	\$65.00	\$95.00	\$70.00	\$48.00	\$55.00
Projects over Sixty Thousand (\$60,000.00) Requiring a Wage Decision	7	Hour	Superintendent, regular hours	\$80.00	\$85.00	\$140.00	\$90.00	\$100.00	\$75.00
	8	Hour	Superintendent, after hours	\$110.00	\$100.00	\$140.00	\$105.00	\$150.00	\$100.00
	9	Hour	Journeyman or Experienced Worker, regular hours worked	\$74.00	\$85.00	\$125.00	\$95.00	\$40.00	\$62.00
	10	Hour	Journeyman or Experienced Worker, after hours worked	\$104.00	\$100.00	\$125.00	\$110.00	\$60.00	\$75.00
	11	Hour	Laborer, regular hours worked	\$47.00	\$55.00	\$95.00	\$65.00	\$32.00	\$55.00
	12	Hour	Laborer, after hours worked	\$62.00	\$65.00	\$95.00	\$75.00	\$48.00	\$65.00
Applicable to all Projects	13	Hour	Diagnosis, project estimates, troubleshooting, other	\$80.00	\$95.00	\$140.00	\$90.00	\$90.00	\$175.00
	14	%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
	15	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person.	\$280.00	\$150.00	\$165.00	\$145.00	\$175.00	\$185.00
	16	Mile	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.	\$0.72	\$1.00	\$3.00	\$0.95	\$1.00	\$10.00

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				(BK) La Mesilla Constuction, LLC	(BL) Longhorn Construction Services, Inc	(BM) Mark A. Lopez Development Inc.	(BN) Nine Degrees Constructi on, LLC.	(BO) Mevacon LLC	(BP) Mountain States Structural Consultan ts, Inc.
	Item	UOM	Description						
Projects under Sixty Thousand \$60,000.00	1	Hour	Superintendent, regular hours	\$50.00	\$107.00	\$75.00	\$75.00	\$86.00	\$47.00
	2	Hour	Superintendent, after hours	\$75.00	\$115.00	\$100.00	\$85.00	\$116.00	\$70.50
	3	Hour	Journeyman or Experienced Worker, regular hours worked	\$40.00	\$85.00	\$60.00	\$70.00	\$72.00	\$26.70
	4	Hour	Journeyman or Experienced Worker, after hours worked	\$60.00	\$89.00	\$75.00	\$90.00	\$93.00	\$40.00
	5	Hour	Laborer, regular hours worked.	\$30.00	\$64.00	\$45.00	\$55.00	\$55.00	\$16.50
	6	Hour	Laborer, after hours worked	\$45.00	\$69.00	\$57.00	\$65.00	\$68.00	\$24.60
Projects over Sixty Thousand (\$60,000.00) Requiring a Wage Decision	7	Hour	Superintendent, regular hours	\$60.00	\$107.00	\$88.00	\$70.00	\$86.00	\$61.00
	8	Hour	Superintendent, after hours	\$90.00	\$115.00	\$113.00	\$80.00	\$116.00	\$91.60
	9	Hour	Journeyman or Experienced Worker, regular hours worked	\$50.00	\$89.00	\$70.00	\$70.00	\$72.00	\$34.70
	10	Hour	Journeyman or Experienced Worker, after hours worked	\$75.00	\$95.00	\$85.00	\$90.00	\$93.00	\$50.40
	11	Hour	Laborer, regular hours worked	\$40.00	\$69.00	\$50.00	\$55.00	\$55.00	\$21.45
	12	Hour	Laborer, after hours worked	\$60.00	\$75.00	\$62.00	\$65.00	\$68.00	\$32.00
Applicable to all Projects	13	Hour	Diagnosis, project estimates, troubleshooting, other	\$120.00	\$107.00	\$100.00	\$75.00	\$100.00	\$31.80
	14	%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.	0.0%	0.0%	0.0%	0.0%	0.0%	3.0%
	15	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person.	\$200.00	\$245.00	\$150.00	\$120.00	\$204.00	\$142.00
	16	Mile	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.	\$0.60	\$1.25	\$4.65	\$0.65	\$170.00	\$0.45

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	Item	UOM	Description	(BQ) Murphy Builder's Inc.	(BR) MVT Contracti ng, LLC	(BS) Nieto Custom Builders, Inc.	(BT) NorthEaste rn Constructi on Company	(BU) ORCOM, a Division of Ortega Companies, Inc.	(BV) Osceola Inc
Projects under Sixty Thousand \$60,000.00	1	Hour	Superintendent, regular hours	\$200.00	\$37.05	\$235.50	\$42.00	\$ 82.00	\$100.00
	2	Hour	Superintendent, after hours	\$250.00	\$52.58	\$384.10	\$50.40	\$ 123.00	\$125.00
	3	Hour	Journeyman or Experienced Worker, regular hours worked	\$180.00	\$31.18	\$217.10	\$31.20	\$ 67.00	\$90.00
	4	Hour	Journeyman or Experienced Worker, after hours worked	\$230.00	\$43.78	\$334.00	\$38.40	\$ 100.50	\$110.00
	5	Hour	Laborer, regular hours worked.	\$160.00	\$28.43	\$183.70	\$21.60	\$ 35.00	\$70.00
	6	Hour	Laborer, after hours worked	\$210.00	\$39.63	\$283.90	\$24.00	\$ 52.50	\$80.00
Projects over Sixty Thousand (\$60,000.00) Requiring a Wage Decision	7	Hour	Superintendent, regular hours	\$200.00	\$61.48	\$283.90	\$50.75	\$ 82.00	\$120.00
	8	Hour	Superintendent, after hours	\$250.00	\$89.21	\$450.90	\$60.90	\$ 123.00	\$150.00
	9	Hour	Journeyman or Experienced Worker, regular hours worked	\$180.00	\$54.33	\$250.50	\$31.03	\$ 67.00	\$110.00
	10	Hour	Journeyman or Experienced Worker, after hours worked	\$230.00	\$78.50	\$377.42	\$46.40	\$ 100.50	\$130.00
	11	Hour	Laborer, regular hours worked	\$160.00	\$32.78	\$217.10	\$26.10	\$ 35.00	\$75.00
	12	Hour	Laborer, after hours worked	\$210.00	\$46.17	\$350.70	\$29.00	\$ 52.50	\$90.00
Applicable to all Projects	13	Hour	Diagnosis, project estimates, troubleshooting, other	\$280.00	\$91.00	\$175.00	\$63.25	\$120.00	\$105.00
	14	%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.	0.0%	1.0%	0.0%	0.0%	5.0%	5.0%
	15	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person.	\$100.00	\$160.00	\$225.00	\$120.75	\$120.00	\$200.00
	16	Mile	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.	\$3.00	\$0.70	\$0.950	\$0.650	\$0.70	\$1.20

				(BW) Paul Davis Restorati on of Northern NM	(BX) Pluma, LLC	(BY) Prime Builders, LLC	(BZ) QA Engineerin g LLC	(CA) R and M Construction LLC	(CB) Reineke Constructi on LLC
	Item	UOM	Description						
Projects under Sixty Thousand \$60,000.00	1	Hour	Superintendent, regular hours	\$60.00	\$80.40	\$72.50	\$65.28	\$85.00	\$110.00
	2	Hour	Superintendent, after hours	\$85.00	\$120.61	\$83.37	\$81.55	\$95.00	\$185.00
	3	Hour	Journeyman or Experienced Worker, regular hours worked	\$58.00	\$112.83	\$67.50	\$65.66	\$80.00	\$85.00
	4	Hour	Journeyman or Experienced Worker, after hours worked	\$75.00	\$169.24	\$77.63	\$95.67	\$95.00	\$140.00
	5	Hour	Laborer, regular hours worked.	\$40.00	\$59.74	\$41.50	\$32.61	\$65.00	\$60.00
	6	Hour	Laborer, after hours worked	\$55.00	\$89.60	\$51.73	\$47.79	\$80.00	\$100.00
	Projects over Sixty Thousand (\$60,000.00) Requiring a Wage Decision	7	Hour	Superintendent, regular hours	\$60.00	\$80.40	\$83.37	\$65.28	\$85.00
8		Hour	Superintendent, after hours	\$85.00	\$120.61	\$95.88	\$81.55	\$100.00	\$185.00
9		Hour	Journeyman or Experienced Worker, regular hours worked	\$58.00	\$157.77	\$77.63	\$66.27	\$85.00	\$85.00
10		Hour	Journeyman or Experienced Worker, after hours worked	\$75.00	\$236.66	\$89.27	\$96.55	\$100.00	\$140.00
11		Hour	Laborer, regular hours worked	\$40.00	\$74.14	\$51.73	\$32.89	\$75.00	\$60.00
12		Hour	Laborer, after hours worked	\$55.00	\$112.12	\$59.49	\$48.23	\$90.00	\$100.00
Applicable to all Projects	13	Hour	Diagnosis, project estimates, troubleshooting, other	\$100.00	\$80.40	\$85.00	\$101.37	\$85.00	\$200.00
	14	%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%
	15	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person.	\$120.00	\$184.75	\$155.00	\$163.50	\$120.00	\$208.00
	16	Mile	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.	\$1.55	\$0.66	\$0.65	\$0.64	\$0.66	\$2.00

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				(CC) Rhino Roofing, Inc	(CD) Rio Trio LLC	(CE) Rymarc Construct ion, Inc.	(CF) S.T.O.P. Restoration	(CG) SDV Construction , Inc.	(CH) Simply Green Constructi on LLC
	Item	UOM	Description						
Projects under Sixty Thousand \$60,000.00	1	Hour	Superintendent, regular hours	\$36.30	\$112.05	\$42.00	\$67.87	\$70.33	\$60.00
	2	Hour	Superintendent, after hours	\$54.45	\$168.08	\$63.00	\$101.95	\$77.86	\$70.00
	3	Hour	Journeyman or Experienced Worker, regular hours worked	\$36.30	\$87.75	\$33.00	\$56.96	\$62.54	\$70.00
	4	Hour	Journeyman or Experienced Worker, after hours worked	\$54.45	\$131.63	\$50.00	\$85.53	\$72.55	\$80.00
	5	Hour	Laborer, regular hours worked.	\$15.99	\$57.38	\$24.00	\$46.73	\$54.80	\$60.00
	6	Hour	Laborer, after hours worked	\$23.99	\$86.06	\$36.00	\$70.12	\$74.30	\$65.00
Projects over Sixty Thousand (\$60,000.00) Requiring a Wage Decision	7	Hour	Superintendent, regular hours	\$36.30	\$114.75	\$50.00	\$75.63	\$92.36	\$60.00
	8	Hour	Superintendent, after hours	\$54.45	\$172.13	\$76.00	\$101.95	\$138.54	\$70.00
	9	Hour	Journeyman or Experienced Worker, regular hours worked	\$36.30	\$114.75	\$49.00	\$56.96	\$75.42	\$85.00
	10	Hour	Journeyman or Experienced Worker, after hours worked	\$54.45	\$172.13	\$73.00	\$85.53	\$116.35	\$95.00
	11	Hour	Laborer, regular hours worked	\$15.99	\$74.25	\$33.00	\$46.73	\$57.78	\$65.00
	12	Hour	Laborer, after hours worked	\$23.99	\$111.38	\$50.00	\$70.12	\$86.75	\$75.00
Applicable to all Projects	13	Hour	Diagnosis, project estimates, troubleshooting, other	\$50.00	\$125.00	\$57.00	\$60.28	\$98.86	\$80.00
	14	%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.	1.0%	0.0%	0.0%	10.0%	0.0%	0.0%
	15	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person.	\$190.00	\$195.00	\$160.00	\$130.00	\$203.71	\$120.00
	16	Mile	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.	\$0.66	\$0.45	\$0.65	\$0.66	\$0.74	\$1.05

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	Item	UOM	Description	(CI) Southwest Water Works, LLC.	(CJ) The Aisling Company, LLC	(CK) Tresco Inc	(CL) Villalobos Builders, LLC	(CM) WWRC, Inc.	(CN) Weil Construction, Inc.
Projects under Sixty Thousand \$60,000.00	1	Hour	Superintendent, regular hours	\$75.00	\$165.00	\$98.80	\$79.78	\$92.00	\$75.00
	2	Hour	Superintendent, after hours	\$100.00	\$225.00	\$98.80	\$119.67	\$115.00	\$75.00
	3	Hour	Journeyman or Experienced Worker, regular hours worked	\$140.00	\$145.00	\$110.00	\$70.88	\$80.00	\$60.00
	4	Hour	Journeyman or Experienced Worker, after hours worked	\$200.00	\$205.00	\$110.00	\$106.32	\$90.00	\$90.00
	5	Hour	Laborer, regular hours worked.	\$55.00	\$105.00	\$77.63	\$34.42	\$65.00	\$45.00
	6	Hour	Laborer, after hours worked	\$60.00	\$125.00	\$77.63	\$51.63	\$75.00	\$67.50
Projects over Sixty Thousand (\$60,000.00) Requiring a Wage Decision	7	Hour	Superintendent, regular hours	\$95.00	\$165.00	\$98.80	\$79.78	\$120.00	\$75.00
	8	Hour	Superintendent, after hours	\$155.00	\$225.00	\$98.80	\$119.67	\$145.00	\$75.00
	9	Hour	Journeyman or Experienced Worker, regular hours worked	\$160.00	\$145.00	\$110.00	\$70.88	\$97.00	\$60.00
	10	Hour	Journeyman or Experienced Worker, after hours worked	\$225.00	\$205.00	\$110.00	\$106.32	\$115.00	\$90.00
	11	Hour	Laborer, regular hours worked	\$60.00	\$105.00	\$77.63	\$34.42	\$80.00	\$45.00
	12	Hour	Laborer, after hours worked	\$65.00	\$125.00	\$77.63	\$51.63	\$100.00	\$67.50
Applicable to all Projects	13	Hour	Diagnosis, project estimates, troubleshooting, other	\$175.00	\$445.00	\$98.80	\$85.10	\$135.00	\$85.00
	14	%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.	0.0%	0.0%	0.0%	5.0%	0.0%	0.0%
	15	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person.	\$150.00	\$245.00	\$250.00	\$135.00	\$175.00	\$115.00
	16	Mile	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.	\$0.63	\$3.75	\$0.65	\$0.66	\$1.75	\$0.66

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	Item	UOM	Description	(CO) White Sands Construc tion, Inc.	(CP) Wilson Construc tion Serices, LLC	(CQ) Facility Build, Inc	(CR) Mans Constructi on Inc
Projects under Sixty Thousand \$60,000.00	1	Hour	Superintendent, regular hours	\$100.00	\$93.00	\$110.39	\$69.49
	2	Hour	Superintendent, after hours	\$120.00	\$103.00	\$137.85	\$94.24
	3	Hour	Journeyman or Experienced Worker, regular hours worked	\$60.00	\$83.00	\$104.39	\$64.29
	4	Hour	Journeyman or Experienced Worker, after hours worked	\$85.00	\$95.00	\$131.85	\$94.38
	5	Hour	Laborer, regular hours worked.	\$45.00	\$58.00	\$72.99	\$46.63
	6	Hour	Laborer, after hours worked	\$60.00	\$65.00	\$95.74	\$64.34
Projects over Sixty Thousand (\$60,000.00) Requiring a Wage Decision	7	Hour	Superintendent, regular hours	\$100.00	\$93.00	\$135.08	\$69.49
	8	Hour	Superintendent, after hours	\$120.00	\$103.00	\$172.38	\$94.24
	9	Hour	Journeyman or Experienced Worker, regular hours worked	\$60.00	\$83.00	\$128.08	\$64.29
	10	Hour	Journeyman or Experienced Worker, after hours worked	\$85.00	\$9.00	\$166.38	\$94.38
	11	Hour	Laborer, regular hours worked	\$45.00	\$58.00	\$95.45	\$46.63
	12	Hour	Laborer, after hours worked	\$60.00	\$65.00	\$125.26	\$64.34
Applicable to all Projects	13	Hour	Diagnosis, project estimates, troubleshooting, other	\$110.00	\$94.00	\$275.00	\$95.00
	14	%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.	0.0%	0.0%	0.0%	0.0%
	15	Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person.	\$150.00	\$185.00	\$250.00	\$250.00
	16	Mile	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com.	\$0.57	\$4.50	\$0.65	\$0.65

*** 16 Items Total ***

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Physical address used to determine Travel Charges			
AA	Company Name: 3B Builders, Inc. Physical Address : 1770 Hamilton Ln City/State/Zip:: Bosque Farms, NM 87068	AO	Company Name: Consolidated Builders of NM LLC Physical Address : 116 Veranda RD NW City/State/Zip: Albuquerque, NM 87101
AB	Company Name: ALL IN ONE EXCAVATION, LLC Physical Address : 2219 R NEW MEXICO AVE City/State/Zip:: LAS VEGAS, NM 87701	AP	Company Name: Conti Energy Control Physical Address : 2600 The American Road, SE City/State/Zip: Rio Rancho, NM 87124
AC	Company Name: APIC Solutions Physical Address : 5550 Midway Park Pl NE City/State/Zip:: Albuquerque, NM 87109	AQ	Company Name: Contreras Construction Corp. Physical Address : 127 General Somervell St NE City/State/Zip: Albuquerque, NM 87123
AD	Company Name: Advanced Environmental Solutions, Inc. Physical Address : 2318 Roldan Dr. City/State/Zip: Belen, New Mexico 87002	AR	Company Name: Double E Builders Physical Address : P.O. Box 234 City/State/Zip: Pecos, NM 87552
AE	Company Name: RITECON (Alright-Construction Inc.) Physical Address: 539 Oliver Ross Dr. NW City/State/Zip: Albuquerque, NM, 87121	AS	Company Name: Elite Communications & Construction Physical Address : 1950 Bosque Farms Blvd City/State/Zip: Bosque Farms, NM 87068
AF	Company Name: Allied Electric Inc. Physical Address: 2859 Cerrillos Road City/State/Zip: Santa Fe, New Mexico 87507	AT	Company Name: ESA Construction, Inc. Physical Address : 3435 Girard Blvd. NE City/State/Zip: Albuquerque, NM 87107
AG	Company Name: AnchorBuilt Inc. Physical Address: 104 Sin Nombre Ct. NE City/State/Zip: Albuquerque, NM 87116	AU	Company Name: First Mesa Construction, Inc. Physical Address : 8819 2nd St NW City/State/Zip: Albuquerque, NM 87114
AH	Company Name: Asbestos Experts, LLC Physical Address: 3535 Princeton Dr Suite 107 City/State/Zip: Albuquerque, NM 87107	AV	Company Name: Four Winds Mechanical HTC/AC Physical Address : 8915 Adams St NE City/State/Zip: Albuquerque, NM 87113
AI	Company Name: B&D Industries, Inc. Physical Address : 9720 Bell Avenue SE City/State/Zip: Albuquerque, New Mexico 87123	AW	Company Name: Franken Construction Co., Inc. Physical Address : 1025 Douglas Ave. City/State/Zip: Las Vegas, NM 87701
AJ	Company Name: Barnsley Construction, LLC Physical Address : 4900 Hawkins St NE City/State/Zip: Albuquerque, NM 87109	AX	Company Name: Fulcrum Contracting LLC. Physical Address : 5400 Sanban Dr. City/State/Zip: Las Cruces, NM 88005
AK	Company Name: Bruce Martin Construction, LLC Physical Address : 27 Vista Drive City/State/Zip: Edgewood, NM 87015	AY	Company Name: GM Emulsion, LLC Physical Address : 5935 Agua Fria Street City/State/Zip: Santa Fe, NM 87507
AL	Company Name: CRM Construction LLC Physical Address : 413 Burma Dr. NE City/State/Zip: Albuquerque NM 87123	AZ	Company Name: GME General Building Physical Address : 5935 Agua Fria Street City/State/Zip: Santa Fe, NM 87507
AM	Company Name: Classic Industries, Inc. Physical Address : 921 Bleimeyer Rd. City/State/Zip: Las Cruces, NM 88007	BA	Company Name: Handiwork, Inc. Physical Address : 9825 Mary Ellen Place NE City/State/Zip: Albuquerque, NM 87111
AN	Company Name: Colt Builders, Inc. Physical Address : 5304 Raton Highway City/State/Zip: DesMoines, NM 88418	BB	Company Name: Highland Enterprises, Inc Physical Address : 645 S. Compress Rd. City/State/Zip: Las Cruces, NM 88005
AO	Company Name: Consolidated Builders of NM LLC Physical Address : 116 Veranda RD NW City/State/Zip: Albuquerque, NM 87101	BC	Company Name: Jaypen Construction LLC Physical Address : 101 B Paseo Nopal City/State/Zip: Santa Fe, NM 87507

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Physical address used to determine Travel Charges			
BD	Company Name: J. B. Henderson Construction Co. Physical Address : 10100 Trumbull Ave SE City/State/Zip: Albuquerque, NM 87123	BS	Company Name: Nieto Custom Builders, Inc. Physical Address : 325 Academy Dr City/State/Zip: Corrales , NM 87048
BE	Company Name: JGF Built LLC Physical Address : 2701 Picacho Ave. Ste. 6 City/State/Zip: Las Cruces, NM 88007	BT	Company Name: NorthEastern Construction Co. Physical Address : 925 Mills Ave City/State/Zip: Las Vegas, NM 87701
BF	Company Name: Jim Sena Construction Co., Inc. Physical Address : 2201 Historic Route 66 City/State/Zip: Santa Rosa, NM 88435	BU	Company Name: ORCOM, a Division of Ortega Co. Physical Address : 2206 Sun Ranch Village Loop City/State/Zip: Los Lunas, NM
BG	Company Name: JRM Construction & Roofing Physical Address : 2620 VIA BERRENDIA City/State/Zip: Santa Fe, NM 87505	BV	Company Name: Osceola Inc Physical Address : 1300 1st St City/State/Zip: Albuquerque, NM 87102
BH	Company Name: Junior Builders Physical Address : 2201 Historic Route 66 City/State/Zip: Santa Rosa, NM 88435	BW	Company Name: Paul Davis Restoration of Northern NM Physical Address : 12 Bisbee Ct. City/State/Zip: Santa Fe, NM 87508
BI	Company Name: Kelley Oilfield Services Physical Address : 3601 N 1st St. Suite M City/State/Zip: Bloomfield NM, 87413	BX	Company Name: Pluma, LLC Physical Address : 6301 4th Street NM, Suite 1 City/State/Zip: Albuquerque, NM 87107
BJ	Company Name: L Martinez Construction LLC Physical Address : City/State/Zip: Santa Cruz, New Mexico 87567	BY	Company Name: Prime Builders, LLC Physical Address : 8516 Calle Alameda NE City/State/Zip: Albuquerque, NM 87113
BK	Company Name: La Mesilla Constuction, LLC Physical Address : 98 County Road 119 City/State/Zip: Espanola, NM 87532	BZ	Company Name: QA Engineering LLC Physical Address : 1409 Ortiz Drive SE City/State/Zip: Albuquerque, NM 87108
BL	Company Name: Longhorn Construction Services Physical Address : 9208 Lona Lane City/State/Zip: Albuquerque, NM 87111	CA	Company Name: R and M Construction LLC Physical Address : 609 Baker Lane City/State/Zip: Alcalde, NM 87511
BM	Company Name: Mark A. Lopez Development Inc. Physical Address : 1716 2nd Street City/State/Zip: Santa Fe, NM 87505	CB	Company Name: Reineke Construction LLC Physical Address : 153 Marshall Rd (PO BOX 65) City/State/Zip: Watrous, NM 87753
BN	Company Name: Nine Degrees Construction, LLC. Physical Address : 101 Maguey Ct. Suite # 2 City/State/Zip: Sunland Park, NM 88063	CC	Company Name: Rhino Roofing, Inc Physical Address : 2121 Osuna Rd NE City/State/Zip: Albuquerque, NM 87113
BO	Company Name: Mevacon LLC Physical Address : 1207 Scoggins Ave. City/State/Zip: Las Cruces, NM 88005	CD	Company Name: Rio Trio LLC Physical Address : 4131 Campana Ct City/State/Zip: Las Cruces, NM 88012
BP	Company Name: Mountain States Structural Consultants Physical Address : 7820 Enchanted Hills Blvd Ste #217 City/State/Zip: Rio Rancho, NM 87144	CE	Company Name: Rymarc Construction, Inc. Physical Address : 3440 Princeton Dr. NE City/State/Zip: Albuquerque, NM 87107
BQ	Company Name: Murphy Builder's Inc. Physical Address : 808 S Boardman City/State/Zip: Gallup, NM 87301	CF	Company Name: S.T.O.P. Restoration Physical Address : 5620 Venice Ave NE Ste J City/State/Zip: Albuquerque, NM 87113
BR	Company Name: MVT Contracting, LLC Physical Address : 51 Private Dr 1142 City/State/Zip: Espanola, NM 87532	CG	Company Name: SDV Construction, Inc. Physical Address : 8912 Adams St. NE City/State/Zip: Albuquerque, NM 87113

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement # 30-00000-23-00070

Page-44

Physical address used to determine Travel Charges		
	CH	Company Name: Simply Green Construction LLC Physical Address : 5764 Lizard Ln. SW City/State/Zip: Albuquerque, NM 87121
	CI	Company Name: Southwest Water Works Physical Address: 2945 Rodeo Park Dr. E Unit 4 City/State/Zip: Santa Fe, NM 87505
	CJ	Company Name: Aisling Company, LLC Physical Address : 2327 State Road 1 City/State/Zip: Socorro, NM 87801
	CK	Company Name: Tresco Inc Physical Address : 1800 Copper Loop City/State/Zip: Las Cruces, NM 88005
	CL	Company Name: Villalobos Builders, LLC Physical Address : 4711 Grand Avenue NE City/State/Zip: Albuquerque, NM 87108
	CM	Company Name: WWRC, Inc Physical Address : 1716 W. 7th City/State/Zip: Clovis, NM 88101
	CN	Company Name: Weil Construction, Inc. Physical Address : 3344 Princeton Dr. NE City/State/Zip: Albuquerque, NM 87107
	CO	Company Name: White Sands Construction Inc. Physical Address : 1700 10th Street City/State/Zip: Alamogordo, NM 88310
	CP	Company Name: Wilson Construction Service Physical Address : 123 Buckboard Trl City/State/Zip: Nogal, NM 88341
	CQ	Company Name: Facilitybuild, Inc. Physical Address : 5904 Florence Ave NE City/State/Zip: Albuquerque, NM 87113
	CR	Company Name: Mans Construction Inc. Physical Address : 1996 S. Valley Dr. City/State/Zip: Las Cruces, NM 88005

Certificate Of Completion

Envelope Id: 08155BB7B8D54532A8FC8DB8C864AF74

Status: Completed

Subject: GSD/SPD Procurement#: 30-00000-23-00070

Source Envelope:

Document Pages: 44

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

James Ortega

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

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

james.ortega@gsd.nm.gov

IP Address: 164.64.63.2

Record Tracking

Status: Original

Holder: James Ortega

Location: DocuSign

6/30/2023 1:15:21 PM

james.ortega@gsd.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

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

Michael Saavedra

MS

Sent: 6/30/2023 1:18:39 PM

Michael.Saavedra@gsd.nm.gov

Viewed: 6/30/2023 1:19:11 PM

New Mexico General Services

Signed: 6/30/2023 1:19:21 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 67.131.78.33

Electronic Record and Signature Disclosure:

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

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

James Ortega

JO

Sent: 6/30/2023 1:19:23 PM

james.ortega@gsd.nm.gov

Viewed: 6/30/2023 1:36:51 PM

Security Level: Email, Account Authentication
(None)

Signed: 6/30/2023 1:36:58 PM

Signature Adoption: Pre-selected Style

Using IP Address: 67.131.78.31

Electronic Record and Signature Disclosure:

Accepted: 10/24/2022 4:00:52 PM

ID: b93eca54-15f4-4d91-9a9f-2dee3ce43c35

Valerie Paulk

Valerie Paulk

Sent: 6/30/2023 1:37:01 PM

valerie.paulk@gsd.nm.gov

Viewed: 6/30/2023 1:37:31 PM

Signed of Behalf of State Purchasing Agent

Signed: 6/30/2023 1:45:11 PM

New Mexico General Services

Signature Adoption: Pre-selected Style

Signing Group: 35000 - State Purchasing Agent

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	6/30/2023 1:18:39 PM
Certified Delivered	Security Checked	6/30/2023 1:37:31 PM
Signing Complete	Security Checked	6/30/2023 1:45:11 PM
Completed	Security Checked	6/30/2023 1:45:11 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.

From: CAWTHON, AMY M.
To: MACALLISTER, LINDA M.
Cc: WALKER, JAMES S.
Subject: FW: Contract Review Request Form - Steve Walker
Date: Friday, November 15, 2024 8:58:30 AM

Travis made a determination of Professional Services for the SW Water Works. Thankfully, I already have it in the Professional Services template. I will let Marcos know so we can finish up the review.

Sorry for the delay, it was a "unique" situation.

On Nov 15, 2024, at 8:37 AM, CAWTHON, AMY M. <amcawthon@santafem.gov> wrote:

Thank you!

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafem.gov>
Sent: Thursday, November 14, 2024 5:20 PM
To: CAWTHON, AMY M. <amcawthon@santafem.gov>
Cc: MARTINEZ, MARCOS D. <mdmartinez@santafem.gov>
Subject: RE: Contract Review Request Form - Steve Walker

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

1. Save this email as a PDF and upload it into the corresponding Munis records.
2. Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
3. If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
-IT components (anything IT) - cireview@santafem.gov
-Vehicles - dmjaramillo@santafem.gov
-Grants - pubbonfer@santafem.gov; cuthompson@santafem.gov; exlujan@santafem.gov
-Construction, Facilities, Furniture, Fixtures, Equipment, etc. - jsburnett@santafem.gov
-Emergency Related Purchases - bwilliams@santafem.gov
-Asset over \$5k - jmstorey@santafem.gov
4. Ensure that the appropriate templates and forms are used https://intranet.santafem.gov/finance_1 and documented [procedures/laws/rules](#) are followed. .
5. > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
6. If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
7. < \$20k per year, one quote is acceptable.
8. From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
9. Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
1. Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
 1. <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
 2. <https://nasp.valuepoint.org/categories/>
 3. <https://www.omniapartners.com/publicsector/contracts>
 4. <https://www.buyboard.com/home.aspx>
 5. <https://www.h-gac.com/Home>
 6. <https://www.gsaclibrary.gsa.gov/>
 7. <https://www.sourcewell-mn.gov/contract-search>
2. Submit or send your request to the appropriate MS Teams channel or email address:
 1. RFPs requests to <https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5ced34177146ac5%40thread.tacv2/RTFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 2. ITBs requests to <https://teams.microsoft.com/l/channel/19%3ad48c1e4588c0440a09c7bd9b907ed42d4%40thread.tacv2/TTB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 3. Determination requests to purchasing_det@santafem.gov
 4. And all other requests to purchasing@santafem.gov

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafem.gov

<https://santafem.gov/finance-2/purchasing-1>

Internal Link: https://intranet.santafem.gov/finance_1



CITY OF SANTA FE
FINANCE

More Procurement, less drama ~ John Blair

From: CAWTHON, AMY M. <amcawthon@santafem.gov>
Sent: Thursday, November 14, 2024 3:57 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafem.gov>
Cc: MARTINEZ, MARCOS D. <mdmartinez@santafem.gov>
Subject: RE: Contract Review Request Form - Steve Walker
Importance: High

Travis, sorry to resend this to you but we do really need this determination for Steve Walker.

From: CAWTHON, AMY M.
Sent: Wednesday, November 13, 2024 8:56 AM

To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Subject: RE: Contract Review Request Form - Steve Walker

Travis, can you review the attached document with the SOW and give an official determination for this contract? It's the one I have mentioned below however in reviewing the scope, this is the design work for the construction project. Please advise as the SWPA is as mentioned, **GENERAL CONSTRUCTION SERVICES STATE-WIDE**.

Here is the paragraph in question on page two:

This proposal is for schematic design and professional services only, to assist the City of Santa Fe in defining the project scope and design basis for a design/build or Construction Management at Risk approach (CMAR) for a replacement 6 MGD MBR WWTP. This scope of work and design basis is intended to be included into the City of Santa Fe' RFP for a bid solicitation to construct the new 6 MGD WWTF. S3W can also assist with bidding and negotiations should the City of Santa Fe choose not to complete this task in-house through their procurement department.

The advantages of the design/build or CMAR approach is the ability of the S3W (consultant) to work directly with the selected design/build contractor during the final design and planning stage, allowing for constant communication between the owner, engineer, and the design/build contractor. Cost estimates can be provided to the owner during the design process at pre-specified intervals (30%, 60%, 90% & 100%), keeping the budget in check. Should any cost estimates come in that are above and beyond the maximum allowable construction cost (MACC), the owner, consultant, and design/build contractor can work together to adjust the project scope, materials, or design as needed to keep the project within the set budget.

Thank you!
Amy

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Friday, November 8, 2024 7:17 AM
To: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: Re: Contract Review Request Form - Steve Walker

Morning, I agree.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov
<https://santafenm.gov/finance-2/purchasing-1>
Internal Link: https://intranet.santafenm.gov/finance_1

From: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Sent: Thursday, November 7, 2024 4:08:56 PM
To: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Cc: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Re: Contract Review Request Form - Steve Walker

I suggest that [general] construction services be on the construction services template.

Marcos Martinez



CITY OF SANTA FE

This message may be subject to the attorney client privilege. 11-503 NMRA. If you have received this message in error, please delete it and alert the sender. 16-404(B) NMRA.

From: CAWTHON, AMY M. <amcawthon@santafenm.gov>
Sent: Thursday, November 7, 2024 4:02 PM
To: MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Cc: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: FW: Contract Review Request Form - Steve Walker

Marcos/ Travis,

This submission by Steve Walker has a SWPA that is titled: **GENERAL CONSTRUCTION SERVICES STATE-WIDE**

Would they use a General Services template or Construction template? He has it labeled as "Professional Services" on the General Services template. Just want to be sure we get this on the right template.

Thank you!

From: Jotform <noreply@jotform.com>
Sent: Monday, November 4, 2024 4:10 PM
To: KENNY, JULIE C. <jkenny@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>; CAWTHON, AMY M. <amcawthon@santafenm.gov>
Subject: Re: Contract Review Request Form - Steve Walker

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.



Contract Review Request Form

Vendor/Contractor Name Southwest Water Works, LLC

Your Name Steve Walker

Your Email jswalker@santafenm.gov

Your Phone Number (505) 250-9883

City Department/Division Public Utilities

If this is a contract to procure goods or services, what is the procurement method? State Price Agreement or Cooperative Procurement

Upload Purchasing Determination and Exhibits mentioned in the Contract or Amendment. [Southwest Water Works - Exhibit A-1 Scope of Work 10.31.24.pdf](#)
[Southwest Water Works - Scope and Definition Cover Letter 241005.pdf](#)
[S3W Contract \(City of Santa Fe-S3W\).pdf](#)
[30-00000-23-00070_30-00000-23-00070 General Construction State-wide.0625.pdf.pdf](#)

Is the Department proposing to use a City contract form, an external contract form, or is the Department requesting a custom contract or amendment? City Contract Form

Please upload draft contract in Word. If this is an amendment, please also upload a pdf of the original approved contract and previous amendments if applicable. [Southwest Water Works - General Contract - Professional Services - 241104.docx](#)

The full name of the Vendor/Contractor's signatory. This will be added to the signature page. Ewan Young

The Vendor/Contractor signatory's title. President

The email address of the Vendor/Contractor's signatory. The City Attorney's Office will route the finalized contract to the vendor for signature. ewan.young70@gmail.com

Are there special requests, or is this an emergency, such that a delay could harm the City's employees, the public, City property, or City finances? This is part of the emergency procurement, in that this is part of a long term solution that will allow the City of Santa Fe to remain in compliance to abide by the terms of the Administrative Order from the New Mexico Environment Department and U.S. Environmental Protection Agency.

You can [edit this submission](#) and [view all your submissions](#) easily.



SOUTWAT-06

CCHAVEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2024

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 License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Selective of the Southeast INSURER B : New Mexico Security Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Southwest Waterworks LLC 1751 Calle Medico Suite P Santa Fe, NM 87505	NAIC # 39926 15349

COVERAGES

CERTIFICATE NUMBER:

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:			S 2504877	1/17/2024	1/17/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
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 <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2504877	1/17/2024	1/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	0109051.102	1/17/2024	1/17/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe Wastewater Management Division 73 Paseo Real Santa Fe, NM 87507	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
---	---

Signature: 

Email: mldozier@santafenm.gov

Signature: 
John Dupuis (Dec 18, 2024 15:25 MST)

Email: jedupuis@santafenm.gov

Signature: XAVIER VIGIL
XAVIER VIGIL (Jan 7, 2025 15:46 MST)

Email: xivigil@santafenm.gov

25-0004 Southwest Water Works

Final Audit Report

2025-01-07

Created:	2025-01-07
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIQz9Zng5FZjKtL0blekrfGI1INOWjfDy

"25-0004 Southwest Water Works" History

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 Agreement completed.

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