

Date: November 18, 2024

To: Governing Body

Via: Regina Wheeler, Public Works Department Director *RW*
Sam Burnett, Facilities Division Director *JB*
RW (Nov 19, 2024 09:35 MST)
JOHN BURNETT (Nov 18, 2024 20:13 MST)

From: Spencer Schwartz, Project Manager *Spencer Schwartz*

Subject: Southside Library RTU Replacement

Vendor Name: B&D Industries

Vendor Number: 3970

ACTION:

Request for Approval of a General Services Contract with B&D Industries in the Total Amount of \$477,016.30 for Replacement of Heating and Cooling Units at the Southside Library With Term Ending June 30, 2026; (Spencer Schwartz, Public Works Project Manager; smschwartz@santafenm.gov).

BACKGROUND AND SUMMARY:

The four heating, ventilation and cooling (HVAC) units on the Southside Library have exceeded their useful life, no longer perform adequately, and are identified within the Facilities Division's asset database as priorities for replacement to prevent an interruption of services at this facility. The replacement of these HVAC units will ensure continued service for patrons, maintain air quality, and reduce the need for emergency repairs. The new units will also improve the buildings efficiency by reducing energy consumption.


Construction will be coordinated with the Library Division and is estimated to take four weeks. Construction is planned to minimize disruptions and will not impact library operations. Funding for this project was provided in the FY25 one time allocation from fund balances for deferred maintenance to facilities.

PROCUREMENT METHOD:

NM Statewide Price Agreement (SWPA) #30-00000-23-00084 which expires on July 4, 2025.

ATTACHMENTS

General Services Contract
Vendor Proposal
Certificate of Liability Insurance
Statewide Price Agreement (SWPA) #30-00000-23-00084

Chief Procurement Officer Approval:  **Date:** Nov 21, 2024
Comment/Exceptions: NMSA 1978, Section 13-1-129

Supporting Information:

CONTRACT NUMBER:

The FY25 Munis contract number is 3250233

\$\$\$\$\$ SOURCE/REVENUE: ☒ Expense ☐ Revenue

The funding source is:

Fund Name/Number: FACILITIES/320

Munis Org Name/Number: Facilities CIP/3209980

Munis Object Name/Number: WIP Construction/572970

If the project is grant funded? List grant award number: _____

Grant Manager / Accounting Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Project Ledger #: _____

Budget Officer Approval: *Andy Hopkins* **Date:** Nov 21, 2024
Comment/Exceptions: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than \$5,000?):

☒ Yes | ☐ No

(if known): _____

Repair or Replacement of Existing Equipment:

☒ Yes | ☐ No

If yes -> ☐ Repair | ☒ Replacement

Please explain: _____

Capital Project:

(New and improvement projects that are going to cost \$10,000 or more)

☒ Yes | ☐ No

Project Ledger #: FMD2532003


Asset Manager Approval: _____ **Date:** _____
Comment/Exceptions: _____

Department Approvals:

IT Components: ☐ Yes | ☒ No

Vehicles: ☐ Yes | ☒ No

Facilities, Furniture, Fixtures, Equipment: ☒ Yes | ☐ No

Approval: _____ **Title:** _____ **Date:** _____
Approval: Sam Burnett  **Title:** Facilities Div. Director **Date:** Nov 18, 2024
Comment & Exceptions: _____

Department Contract Administrator Contact Info:

Elizabeth L. Kahahane

elkahahane@santafenm.gov

M: (505)795-2439

O: (505) 955-5934

CITY OF SANTA FE
CONSTRUCTION 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 **B&D Industries, Inc.**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

A. The Contractor shall perform the following work:

The Contractor shall perform all the work required by the Contract Documents to replace 4 Roof Top Units serving the City of Santa Fe Southside Library (6599 Jaguar Drive, Santa Fe, NM 87507) with like-for-like replacements, per the proposal (Exhibit A), attached hereto and made a part thereof, and in accordance with all the provisions of the contract with SWPA, as described in the Contract Documents.

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

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

B. Project: Replacement of 4 Roof Top Units serving the Southside Library

C. City Department: Public Works

D. Distribution:
City:
Spencer Schwartz
Project Administrator
City of Santa Fe Public Works
2651 Siringo Road, Building E
PO Box 909

Santa Fe, NM 87504-0909
smschwartz@santafenm.gov
505-955-5929

Contractor:
Kris Trujillo
Area Manager
B & D Industries
9720 Bell Ave. SE
Albuquerque, NM 87123
krist@banddindustries.com
505-379-1760

Engineer	Not Applicable
Architect	Not Applicable

2. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed and not to exceed four hundred seventy-seven thousand sixteen dollars and thirty cents (\$477,016.30), including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract shall be paid by the City to the Contractor, as follows:

The Unit Bid Contract Total is determined as follows:

Base Bid	\$465,173.53
Gross Receipts Tax (8.1875%)	\$ 11,842.77
<i>Base Bid plus NMGRT</i>	\$477,016.30

The total amount payable to the Contractor under this Contract, including Alternates (if needed) gross receipts tax and expenses, shall not exceed four hundred seventy-seven thousand sixteen dollars and thirty cents (\$477,016.30). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract 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 Contract 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 Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

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

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

D. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

E. **Notice of Extended Payment Provision for Grant Funded Contracts.** This contract allows the City to make payment within 45 days after submission of an undisputed request for payment for contracts funded by grant money consistent with NMSA 1978, sec. 57-28-5(B).

3. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **June 30, 2026**. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

4. Termination

A. Grounds. The City may terminate this Contract 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 Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

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

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract 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 Contract 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 Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 5,

“Appropriations,” of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, 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 Contract. 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 CONTRACT.*

5. 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.

6. Status of Contractor

The Contractor and its agents and employees are independent contractors performing construction 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.

7. Construction Contract Performance and Payment Bond

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

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

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

8. Assignment

The Contractor shall not assign or transfer any interest in this 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 12 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 12 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 12 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 Contract 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. Change Orders

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

- 1) Deliverable requirements, as outlined in the Scope of Work;
- 2) Due date of any Deliverable, as outlined in the Scope of Work;
- 3) Compensation of any Deliverable, as outlined in the Scope of Work;
- 4) Contract compensation, as outlined in Article 2; or
- 5) Contract termination, as outlined in Article 4.

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

- 1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
 - (a) the name of the person requesting the change;
 - (b) a summary of the required change;
 - (c) the start date for the change;
 - (d) the reason and necessity for change;
 - (e) the elements to be altered; and
 - (f) the impact of the change.

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

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, SWPA 30-00000-23-00084, and through this language hereby incorporates this Contract 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. 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.

22. 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

23. 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. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this 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.

24. 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.

25. 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.

26. 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.

27. 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:
Spencer Schwartz
Project Administrator
City of Santa Fe Public Works
2651 Siringo Road, Building E
PO Box 909
Santa Fe, NM 87504-0909
smschwartz@santafenm.gov
505-955-5929

To the Contractor:
Kris Trujillo
Area Manager
B & D Industries
9720 Bell Ave. SE
Albuquerque, NM 87123
krist@banddindustries.com
505-379-1760

28. 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 into a binding contract.

29. Progress Payments

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

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

one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

30. Final Payment

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

31. Schedule

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

32. General and Special Provisions

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

CITY OF SANTA FE:

CONTRACTOR:


Alan Webber (Jan 22, 2025 15:48 MST)

ALAN WEBBER, MAYOR

DATE: Jan 22, 2025


CLINTON BEALL, PRESIDENT

DATE: 11.01.2024

NMBTIN: 01-716872-00-4

ATTEST:



ANDREA SALAZAR (Jan 22, 2025 16:25 MST)

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 01-15-2025

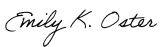
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CITY ATTORNEY'S OFFICE:


Kevin L. Nault (Nov 6, 2024 10:10 MST)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR

NEW MEXICO

9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
24-Hour Service: (505) 559-2585
Fax: (505) 298-2114

BRANCH OFFICES

NEW MEXICO

303 Texas Ave.
Eunice, NM 88231
Phone: (575) 394-1182
Fax: (505) 298-2114

2885 Industrial Rd.
Santa Fe, NM 87505
Phone: (505) 299-4464
24-Hour Service: (505) 559-2585
Fax: (505) 559-2589

**Warehouse, Prefab
and Sheet Metal Fab Shop**
3712 Edith Blvd NE
Albuquerque, NM 87107

ARIZONA

3001 South 35th
Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002
24-Hour Service: (480) 901-4880

NEW YORK

65 Washington Street,
Rensselaer, NY 12144
Phone: (518) 400-7412

9/19/2024

Quote No. 04-24-055

Attn: Shaun Montoya
Sbmontoya@santafenm.gov

Contract 30-00000-23-00084

Re: COSF Southside Library RTUs *Replacement*

Thank you for the opportunity to provide a price for this project.

Journeyman 432 @ \$101.18:	\$ 43,709.76
Apprentice 288 @ \$79.88	\$ 23,005.44
York RTUs – Pass through	\$288,425.00
Misc Material - Pass through	\$ 7,747.85
Permits – Pass through	\$ 812.01
Crane Services @ 8%	\$ 31,937.80
ACS Controls @ 8%	\$ 9,266.40
EB&I @ 8%	\$ 15,089.76
General Conditions @ 10%	\$ 41,998.98
Bond:	\$ 3,180.53
Subtotal:	\$465,173.53
Tax:	\$ 11,842.77
Grand Total	\$477,016.30

Base Bid Scope:

- LOTO panels feeding current RTUs to be replaced
- Shut off gas valves feeding RTUs
- Disconnect gas, duct, and power to RTUs
- Disconnect UVC lights, door switches and Rapid Install Kits – to be used in new RTUs
- Remove UVC view ports – to be used in new RTUs
- Utilize a crane to remove RTUs – dispose of off-site
- Utilize a crane install (4) new York RTUs
- Connect (4) RTUs with a curb adapter
- Add new fused disconnect switches to RTUs
- Provide new liquid tight flex conduit and fittings for new disconnect switches
- Re-install UVC RIK kits and lights – test for functionality
- Install UVC viewport
- Connect gas line with new flex to RTUs
- Reconnect power and remove LOTO on panels
- Install new copper condensate lines to nearest roof drain
- **Controls** - B&D to subcontract ACS for connecting controls back to new RTUs
- **Crane** – B&D to utilize Crane services for RTU installations
- **TAB** – Test and Balance static pressure before demolition, and TAB static pressure of new units for proper air distribution throughout facility.

NEW MEXICO

9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
24-Hour Service: (505) 559-2585
Fax: (505) 298-2114

BRANCH OFFICES

NEW MEXICO

303 Texas Ave.
Eunice, NM 88231
Phone: (575) 394-1182
Fax: (505) 298-2114

2885 Industrial Rd.
Santa Fe, NM 87505
Phone: (505) 299-4464
24-Hour Service: (505) 559-2585
Fax: (505) 559-2589

**Warehouse, Prefab
and Sheet Metal Fab Shop**
3712 Edith Blvd NE
Albuquerque, NM 87107

ARIZONA

3001 South 35th
Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002
24-Hour Service: (480) 901-4880

NEW YORK

65 Washington Street,
Rensselaer, NY 12144
Phone: (518) 400-7412

Inclusions and assumptions:

1. 4 York Sun Select R454B RTUs – 10 Week lead time
2. Equipment start up per manufacturer recommendations
3. One (1) year warranty
4. RTUs will be taken off 2 at a time to avoid the whole building not having HVAC
5. B&D to give COSF an adequate schedule of any outages well in advance of performing work

Exclusions:

1. Temp power or HVAC
2. New UVC lights
3. Asbestos removal
4. Structural work
5. New roof penetrations
6. Roofing or roof patching
7. Plan review, and utility fees
8. General site conditions
9. Seismic bracing
10. BIM, CAD or 3D modeling
11. Rental of temp. generator
12. Removal of spoils from site due to excavation
13. Coring of concrete, asphalt, etc.
14. Architect design and engineering services
15. Lead paint removal
16. Unforeseen site conditions that are irregular or unusual circumstances and may incur additional cost such as harder than usual digging conditions, hidden items, etc.
17. Repair of existing code violations, or upgrades other than those mentioned here-in
18. Any scope of work not specifically addressed in this narrative or not shown on the bid documents

If you have any questions or concerns, please feel free to email or call.

Best Regards,

Jordan Turpen

M&P Estimator
B&D Industries, Inc.
505-235-3879 (Cell)
jturpen@banddindustries.com

This cost proposal is valid for 30 days following issuance by B&D Industries, Inc. If the proposal is accepted after 30 days, B&D reserves the right to revise the price in accordance with commodity pricing changes including, but not limited to, copper, conduit and steel materials. If awarded, B&D reserves the right to review all contract documents associated with the project.







Signed - Construction_Contract_BandD_SSLibraryRTUs-Final CAO with Exhibit A

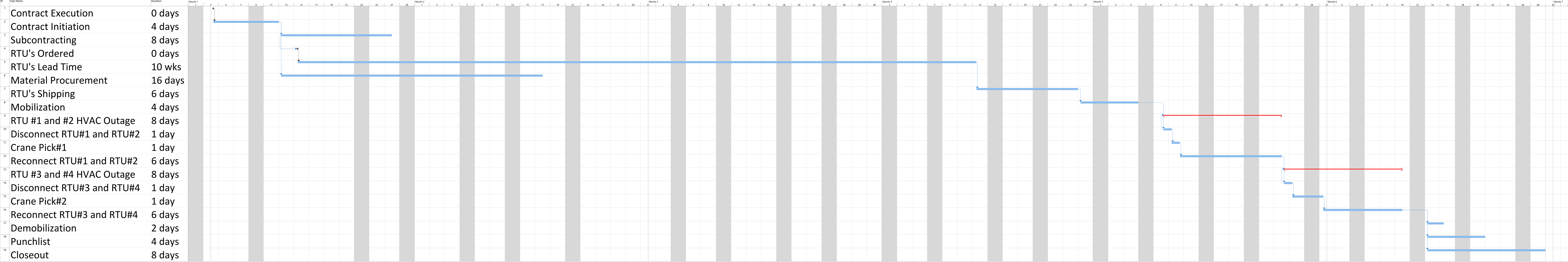
Final Audit Report

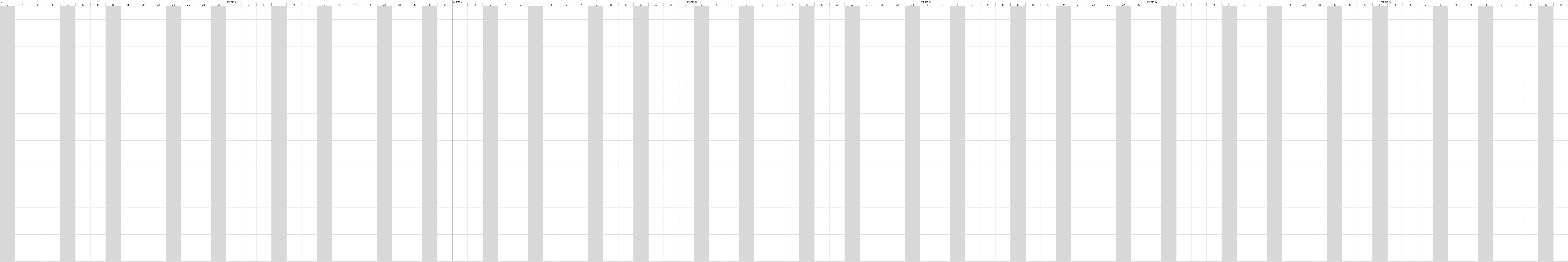
2024-11-06

Created:	2024-11-06
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPyfCXLnIU8V8w9_Gvj6aiV7rOp8hYUdL

"Signed - Construction_Contract_BandD_SSLibraryRTUs-Final CAO with Exhibit A" History

-  Document created by Amy Cawthon (amcawthon@santafenm.gov)
2024-11-06 - 4:37:01 PM GMT- IP address: 63.232.20.2
-  Document emailed to klnault@santafenm.gov for signature
2024-11-06 - 4:37:38 PM GMT
-  Email viewed by klnault@santafenm.gov
2024-11-06 - 5:10:23 PM GMT- IP address: 104.47.65.254
-  Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault
2024-11-06 - 5:10:39 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Kevin L. Nault (klnault@santafenm.gov)
Signature Date: 2024-11-06 - 5:10:41 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-11-06 - 5:10:41 PM GMT





Page 2



B&DINDU-01

CBUTLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2023

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Carrie Butler PHONE (A/C, No, Ext): (505) 262-9412 9412 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: Carrie.Butler@hubinternational.com
INSURED B & D Industries, Inc. 9720 Bell Ave SE Albuquerque, NM 87123	INSURER(S) AFFORDING COVERAGE INSURER A : Valley Forge Insurance Company 20508 INSURER B : National Fire Insurance Company of Hartford 20478 INSURER C : The Continental Insurance Company 35289 INSURER D : Builders Trust of New Mexico INSURER E : INSURER F :

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:	X	X	6016149399	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6016149371	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	6016149404	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WC100-0005672-2024A	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

Umbrella is Form Following over General Liability, Auto Liability and Employers Liability. Additional Insured, Waiver of Subrogation and Primary Non-Contributory apply per attached policy forms.

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe 200 Lincoln Ave Santa Fe, NM 87501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**State of New Mexico
General Services Department
Purchasing Division**

Statewide Price Agreement Amendment

**Awarded Vendor:
25 Vendors**

Number: 30-00000-23-00084

Amendment No.: Three

Term: July 5, 2023 - July 4, 2025

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

Procurement Specialist: Mikayla Trujillo

Telephone No.: (505) 469-1092

Email: Mikayla.Trujillo@gsd.nm.gov

Invoice:
As Requested

Title: HVAC and Plumbing Services - Statewide

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 5, 2024 to July 4, 2025 at the same price, terms and conditions, except Vendor (AH) Comfort System USA Southwest, Inc. who chose not to extend.

See attached price increases for Vendor (AF) B & D Industries.

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: 7/8/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

Vendor (AF) B & D Industries Price Increases

Item	Unit	Description	Current Rate	New Rate
001	Hour	Journeyman/Foreman/Experienced Technician - Worker, regular hours		
		Zone 1	\$95.00	\$101.18
		Zone 2	\$95.00	\$101.18
		Zone 3	\$95.00	\$101.18
		Zone 4	\$95.00	\$101.18
		Zone 5	\$95.00	\$101.18
		Zone 6	\$95.00	\$101.18
002	Hour	Journeyman/Foreman/Experienced Technician - Worker, after hours		
		Zone 1	\$125.00	\$133.13
		Zone 2	\$125.00	\$133.13
		Zone 3	\$125.00	\$133.13
		Zone 4	\$125.00	\$133.13
		Zone 5	\$125.00	\$133.13
		Zone 6	\$125.00	\$133.13
003	Hour	Apprentice/Experienced - Worker, regular hours		
		Zone 1	\$70.00	\$74.55
		Zone 2	\$70.00	\$74.55
		Zone 3	\$70.00	\$74.55
		Zone 4	\$70.00	\$74.55
		Zone 5	\$70.00	\$74.55
		Zone 6	\$70.00	\$74.55
004	Hour	Apprentice/Experienced - Worker, after hours		
		Zone 1	\$90.00	\$95.86
		Zone 2	\$90.00	\$95.86
		Zone 3	\$90.00	\$95.86
		Zone 4	\$90.00	\$95.86
		Zone 5	\$90.00	\$95.86
		Zone 6	\$90.00	\$95.86
005	Hour	Laborer, regular hours worked		
		Zone 1	\$55.00	\$57.33
		Zone 2	\$55.00	\$57.33
		Zone 3	\$55.00	\$57.33
		Zone 4	\$55.00	\$57.33
		Zone 5	\$55.00	\$57.33
		Zone 6	\$55.00	\$57.33
006	Hour	Laborer, after hours worked		
		Zone 1	\$70.00	\$72.97
		Zone 2	\$70.00	\$72.97
		Zone 3	\$70.00	\$72.97
		Zone 4	\$70.00	\$72.97
		Zone 5	\$70.00	\$72.97
		Zone 6	\$70.00	\$72.97

Item	Unit	Description	Current Rate	New Rate
Projects OVER Sixty Thousand (\$60,000.00)				
007	Hour	Journeyman/Foreman/Experienced Technician - Worker, regular hours		
		Zone 1	\$95.00	\$101.18
		Zone 2	\$95.00	\$101.18
		Zone 3	\$95.00	\$101.18
		Zone 4	\$95.00	\$101.18
		Zone 5	\$95.00	\$101.18
		Zone 6	\$95.00	\$101.18
008	Hour	Journeyman/Foreman/Experienced Technician - Worker, after hours		
		Zone 1	\$125.00	\$133.14
		Zone 2	\$125.00	\$133.14
		Zone 3	\$125.00	\$133.14
		Zone 4	\$125.00	\$133.14
		Zone 5	\$125.00	\$133.14
		Zone 6	\$125.00	\$133.14
009	Hour	Apprentice/Experienced - Worker, regular hours		
		Zone 1	\$75.00	\$79.88
		Zone 2	\$75.00	\$79.88
		Zone 3	\$75.00	\$79.88
		Zone 4	\$75.00	\$79.88
		Zone 5	\$75.00	\$79.88
		Zone 6	\$75.00	\$79.88
010	Hour	Apprentice/Experienced - Worker, after hours		
		Zone 1	\$95.00	\$101.18
		Zone 2	\$95.00	\$101.18
		Zone 3	\$95.00	\$101.18
		Zone 4	\$95.00	\$101.18
		Zone 5	\$95.00	\$101.18
		Zone 6	\$95.00	\$101.18
011	Hour	Laborer, regular hours worked		
		Zone 1	\$55.00	\$57.33
		Zone 2	\$55.00	\$57.33
		Zone 3	\$55.00	\$57.33
		Zone 4	\$55.00	\$57.33
		Zone 5	\$55.00	\$57.33
		Zone 6	\$55.00	\$57.33
012	Hour	Laborer, after hours worked		
		Zone 1	\$70.00	\$72.97
		Zone 2	\$70.00	\$72.97
		Zone 3	\$70.00	\$72.97
		Zone 4	\$70.00	\$72.97

Item	Unit	Description	Current Rate	New Rate
		Zone 5	\$70.00	\$72.97
		Zone 6	\$70.00	\$72.97
013	Hour	Diagnosis, project estimates, troubleshooting	\$95.00	\$101.18
014	%	Percentage Off Retail For all Parts and Materials	0%	No Change
015	Day	Daily per diem rate for overnight stay as needed including dinner and breakfast per person	\$150.00	No Change
016	Mileage	One way per mile cost, per vehicle	\$0.62	No Change

Certificate Of Completion

Envelope Id: 502ABA9878354E98ABAE7DE071C16230

Status: Completed

Subject: Please DocuSign: 30-00000-23-00084 HVAC and Plumbing Services A003

Source Envelope:

Document Pages: 4

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Mikayla Trujillo

AutoNav: Enabled

1100 S Saint Francis Dr

Envelopeld Stamping: Enabled

Santa Fe, NM 87502

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

mikayla.trujillo@gsd.nm.gov

IP Address: 164.64.62.10

Record Tracking

Status: Original

Holder: Mikayla Trujillo

Location: DocuSign

7/3/2024 2:33:50 PM

mikayla.trujillo@gsd.nm.gov

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Pool: StateLocal

Storage Appliance Status: Connected

Pool: General Services Department

Location: DocuSign

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

Tami Concha

tami.concha@gsd.nm.gov

Const. Supervisor

New Mexico General Services, State Purchasing
DivisionSecurity Level: Email, Account Authentication
(None), Login with SSO**Electronic Record and Signature Disclosure:**

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Signature Adoption: Pre-selected Style

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Viewed: 7/5/2024 10:24:43 AM

Signed: 7/5/2024 10:30:36 AM

Mikayla Trujillo

mikayla.trujillo@gsd.nm.gov

Procurement Specialist II

GSD/SPD

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

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Viewed: 7/8/2024 8:07:48 AM

Signed: 7/8/2024 8:07:51 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dorothy Mendonca

dorothy.mendonca@gsd.nm.gov

SPD Division Director / State Purchasing Agent

General Services Department

Signing Group: 35000 - State Purchasing Agent

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

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Viewed: 7/8/2024 9:08:12 AM

Signed: 7/8/2024 9:08:16 AM

Electronic Record and Signature Disclosure:

Accepted: 4/14/2023 7:24:59 AM

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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
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/3/2024 2:36:05 PM
Certified Delivered	Security Checked	7/8/2024 9:08:12 AM
Signing Complete	Security Checked	7/8/2024 9:08:16 AM
Completed	Security Checked	7/8/2024 9:08:16 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.











Memo_SouthsideLibrary_RTU_BD_10 28 2024_SS1 JB1 EK1 SB1 RW revised

Final Audit Report

2024-11-19

Created:	2024-11-18
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkO50MoTXAAvnAA0cOSgZhXylusocl6Kr

"Memo_SouthsideLibrary_RTU_BD_10 28 2024_SS1 JB1 EK1 SB1 RW revised" History

-  Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2024-11-18 - 9:02:22 PM GMT- IP address: 63.232.20.2
-  Document emailed to Spencer Schwartz (smschwartz@santafenm.gov) for signature
2024-11-18 - 9:07:08 PM GMT
-  Email viewed by Spencer Schwartz (smschwartz@santafenm.gov)
2024-11-18 - 9:22:14 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Spencer Schwartz (smschwartz@santafenm.gov)
Signature Date: 2024-11-18 - 9:22:56 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2024-11-18 - 9:23:00 PM GMT
-  Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2024-11-19 - 3:12:48 AM GMT- IP address: 73.228.3.65
-  Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2024-11-19 - 3:13:21 AM GMT - Time Source: server- IP address: 73.228.3.65
-  Document emailed to rawheeler@santafenm.gov for signature
2024-11-19 - 3:13:23 AM GMT
-  Email viewed by rawheeler@santafenm.gov
2024-11-19 - 4:33:52 PM GMT- IP address: 104.47.64.254
-  Signer rawheeler@santafenm.gov entered name at signing as RW
2024-11-19 - 4:35:10 PM GMT- IP address: 174.205.165.38



Document e-signed by RW (rawheeler@santafenm.gov)

Signature Date: 2024-11-19 - 4:35:12 PM GMT - Time Source: server- IP address: 174.205.165.38



Agreement completed.

2024-11-19 - 4:35:12 PM GMT










Memo_SouthsideLibrary_RTU_BD_10 28 2024_SS1 JB1 EK1 SB1 RW revised SIGNED

Final Audit Report

2024-11-26

Created:	2024-11-21
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAw_0JTBg8I-FcHLuwuwua-eHiVFO4rgScJ

"Memo_SouthsideLibrary_RTU_BD_10 28 2024_SS1 JB1 EK1 S B1 RW revised SIGNED" History

-  Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-11-21 - 8:19:09 PM GMT- IP address: 97.182.23.177
-  Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov
ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2024-11-21 - 8:21:07 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-11-21 - 9:09:12 PM GMT- IP address: 104.47.64.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-11-21 - 9:10:23 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda
(tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-11-21 - 9:10:28 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-11-21 - 9:16:25 PM GMT- IP address: 174.218.17.153
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-11-21 - 9:39:01 PM GMT - Time Source: server- IP address: 216.207.130.218
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-11-21 - 9:39:05 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-11-26 - 5:43:15 PM GMT- IP address: 104.47.64.254



Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2024-11-26 - 5:46:43 PM GMT - Time Source: server- IP address: 73.42.112.179



Agreement completed.

2024-11-26 - 5:46:43 PM GMT

Signature: XAVIER VIGIL
XAVIER VIGIL (Jan 22, 2025 14:55 MST)

Email: xivigil@santafenm.gov










25-0013 B&D Industries, Inc.

Final Audit Report

2025-01-22

Created:	2025-01-22
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiVIH6gqtDsTLYyhQoBwSSSyYt5JBsTe8

"25-0013 B&D Industries, Inc." History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2025-01-22 - 9:52:02 PM GMT- IP address: 63.232.20.2
-  Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2025-01-22 - 9:55:00 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2025-01-22 - 9:55:03 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)
2025-01-22 - 10:48:44 PM GMT- IP address: 104.28.85.159
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2025-01-22 - 10:48:53 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to ANDREA SALAZAR (asalazar@santafenm.gov) for signature
2025-01-22 - 10:48:57 PM GMT
-  Email viewed by ANDREA SALAZAR (asalazar@santafenm.gov)
2025-01-22 - 11:25:17 PM GMT- IP address: 174.240.22.58
-  Document e-signed by ANDREA SALAZAR (asalazar@santafenm.gov)
Signature Date: 2025-01-22 - 11:25:30 PM GMT - Time Source: server- IP address: 174.240.22.58
-  Agreement completed.
2025-01-22 - 11:25:30 PM GMT