



City of Santa Fe, New Mexico

Memorandum



DATE: December 23, 2020

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

VIA: Regina Wheeler, Public Works Department Director *RW*

FROM: Curt Temple, Facilities Division Project Administrator *CT*

ACTION REQUESTED:

Approval of Amendment #1 to Service Contract 20-0263 with FacilityBUILD, Inc to increase compensation by \$445,000 to a total of \$900,000 including NMGRT for design/build services on a new restroom in downtown Santa Fe.; (Curt E. Temple, Facilities Division Project Administrator, cetemple@santafenm.gov, 505-955-5937 Office / 505-795-2439 Mobile)

BACKGROUND AND SUMMARY:

The City of Santa Fe contracted for design/build services for the development of a new public restroom facility at the Water Street Municipal Parking Lot, at 100 E. Water Street, on June 10, 2020. FacilityBuild, Inc was procured through state price agreement to provide comprehensive architectural and construction contractor design/build services that include existing conditions analysis, programming and recommendations, schematic design, historic review and design approval, design development, construction documents, permitting, construction and construction administration as required.

Partial funding for downtown restroom in the amount of \$550,000 was appropriated by the legislature and the grant accepted by the City in July 2019. Based on conceptual design of the restrooms, it was determined that it would cost an estimated \$900,000 to design and build a facility that met community and operational needs. Staff has secured additional funding from impact fees and is amending the design build contract for the expected full amount of the project. This contract amount includes \$90,000 for unforeseen circumstances. The contract expiration date remains the same at 06/30/2022. The project is in schematic design and construction is estimated to complete near January 2022.

Contract History:

Amendment #1:

1. Add \$445,500 including applicable NMGRT for a total not to exceed amount of \$900,000 to incorporate additional funds from impact fees to meet current project estimate.

PROCUREMENT METHOD:

NM Statewide Price Agreement (NMSPA) #00-00000-20-00110, which expires on June 30, 2021.

CONTRACT NUMBER: FY20 Munis Contract Number 3201958

FUNDING SOURCE:

Fund Name/Number: FA183200B

Munis Org Name/Number: 3209980

Munis Object Name/Number: 572960 Design and Construction

**CITY OF SANTA FE
AMENDMENT No. 1 TO
CONTRACT
ITEM# 20-0263**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE CONTRACT, dated June 10, 2020 the "Agreement"), between the City of Santa Fe (the "City") and FacilityBuild, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

- A. Under the terms of the Agreement, Contractor has agreed to provide professional design/construction services for the City of Santa Fe.
- B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 3 of the Agreement is amended to increase the amount of compensation by a total of four hundred forty five thousand five hundred dollars (\$445,500.00), including applicable gross receipts taxes and as described in Exhibit "A-1" attached hereto so that Article 3 reads in its entirety as follows:

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

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 Design/Build Services		\$900,000.00
<u>Unanticipated Cost Overruns:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 10% Unanticipated Cost Overrun		\$90,000.00

*In the event that the design/construction exceeds the deliverable amount, the City, at its discretion, may agree to pay additional compensation to the contractor in an amount less than or equal to 10% of the design/construction cost, \$90,000.00.

The total compensation under this Agreement shall not exceed **\$990,000.00 including applicable NMGRT (8.4375%)**.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Contract as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

ALAN WEBBER, MAYOR

Cameron
Kilcup

Digitally signed by Cameron Kilcup
DN: cn=Cameron Kilcup,
o=FacilityBUILD, Inc., ou=Admin,
email=camlkcup@facilitybuild.com,
c=US
Date: 2020.12.22 16:59:59 -0700

CAMERON KILCUP
PRESIDENT, FACILITYBUILD, INC.

Date: _____

Date: 12/22/2020

ATTEST:

CRS #: 02-947637-00-2
Business License: 20-00110356

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Dec 15, 2020 14:43 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: 3209980.572960 AL
AL

CONSTRUCTION Re-Design PROPOSAL based upon the 30% Construction Drawings

Date: 11/3/2020

RFE: 20-141

City of Santa Fe
CURT TEMPLE(FACILITIES PROJECT ADMINISTRATOR)

Cost Proposal Project Name: **WATER STREET RESTROOMS AND INFORMATION BOOTH**

Po Box 909, 2651 Siringo Rd, Building E Santa Fe NM 87504

Procurement Contract: *State Pricing Agreement (SPA)*

Email address: ctemple@santafenm.gov

Telephone # **(505) 955-5937**

Physical Job Address: 100 EAST WATER STREET, SANTA FE NM 87501

Plans and specifications provided by: FACILITYBUILD, INC.

Scope of Work:

After review of the plans by Lloyd & Associates Architects Dated 1/15/2020, Sheets HG001, HAD01, HAS01, HA101, HA102, HA201 and we have determined the construction cost will exceed the budget of \$544,500 plus tax. To get into budget FacilityBUILD Inc. will need to redesign the project utilizing the drawings provided as a basis of design and as noted below;

Includes:

1) The new design by FacilityBUILD Inc. will encompass as needed; design, construction, prevailing wages; performance and payment bonds; insurance; and permits. 2) Revised plans will be developed as requested/directed by the owner. If owner's requested revisions exceed the agreed upon and not to exceed price further revisions in the scope of work (plan development) will be required prior to owner and contractor final agreement. 3) Final design and construction cost will need be mutually agreed upon prior to proceeding to permit.

Clarifications:

Final cost to be based upon final construction documents.

Lloyd & Associate services will not be part of the updated re-design.

The redesigned project will target the budget of \$544,500.00 plus tax, which is a reduction in scope of about 30%.

No soils report was provided, one may be required to complete the design.

All items on the reference drawings are subject to revision, modification or elimination from the new scope of work.

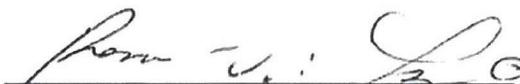
In the event this project falls under Historical guidelines the designs may need historical society review and approval.

In the event the parties are unable to come to an agreement FacilityBUILD will be reimbursed for cost incurred, not to exceed 5% of the final construction cost.

All revisions in scope of work will be subject to the owners review and approval.

NM GRT @	City of Santa Fe	Re-design & Construction Cost Not to Exceed	\$829,971.18
		8.4375%	\$70,028.82
		TOTAL	\$900,000.00

FacilityBUILD's Authorized Signature:


Renier Long rlong@facilitybuild.com

date 11/3/2020

Acceptance: The above scope of work, cost proposal and Services Agreement General Conditions are hereby accepted. You are authorized to do the work as specified. Costs are valid for 30 days.

Project Name: **WATER STREET RESTROOMS AND INFORMATION BOOTH**

Client Authorized Signature: _____

date _____

This agreement is the only agreement expressed or implied in which the work will be completed. The agreement takes precedent over any previous oral agreements and representations. See attached General Conditions on pages 3 and 4 of this proposal.

FacilityBUILD, Inc.

NM Contractors License: # 88676 - GB98, MM98, EE98, GA98, GF98, GF05 and GS04
5904 Florence Avenue NE, Albuquerque, NM 87113 Phone (505) 828-0060 Fax: (505) 823-0616

www.facilitybuild.com

EXHIBIT "A"-1

2020 12 15 Facility Build Water St

Final Audit Report

2020-12-15

Created:	2020-12-15
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGZXsyFNuvZ7E-H7R9F54k6rjWE7zG0

"2020 12 15 Facility Build Water St" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-12-15 - 9:20:51 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-12-15 - 9:21:13 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-12-15 - 9:42:25 PM GMT- IP address: 174.56.49.116
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-12-15 - 9:43:14 PM GMT - Time Source: server- IP address: 174.56.49.116
-  Agreement completed.
2020-12-15 - 9:43:14 PM GMT



POWERED BY
Adobe Sign

City of Santa Fe Contract
Design/Build Services for a Downtown Restroom Facility
for the City of Santa Fe

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

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

- A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.
- B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- C. "You" and "your" refers FacilityBuild, Inc "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform all inclusive design/build services for the design and construction of a new restroom facility that will be located in the Water Street Parking Lot in downtown Santa Fe. This work will include architectural design, historic review, construction, adherence to prevailing wages, performance and payment bonds, insurance, permits and more particularly described in "Exhibit A" attached hereto and made a part thereof from FacilityBuild, Inc. This work is being procured via State Price Agreement #90-000-19-00057.

3. **Compensation**

The City shall pay to the Contractor in an amount that shall not exceed \$544,500.00 including applicable New Mexico Gross Receipts Tax.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 Design/Build Services		\$502,132.57

The total compensation under this Agreement shall not exceed \$544,500.00 including applicable NMGR (8.4375%).

4. **Payment Provisions**

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

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City

shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

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

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on 6/30/2022. This Agreement shall not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

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

7. **Termination**

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

B. Notice: City Opportunity to Cure.

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

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

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

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

8. Amendment

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

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

9. Status of Contractor

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

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

14. **Commercial Warranty**

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

15. **Condition of Proposed Items**

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

16. **Records and Audit**

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

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature,

this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

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

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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

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

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

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

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

22. **Scope of Agreement; Merger**

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

23. **Notice**

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

24. **Equal Opportunity Compliance**

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

25. **Indemnification**

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

26. **New Mexico Tort Claims Act**

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

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

28. **Limitation of Liability**

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

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

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

30. **Workers' Compensation**

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

31. **Inspection**

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

32. **Inspection of Services**

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

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

B. The Contractor shall provide and maintain an inspection system acceptable to the

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

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

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

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

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

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

(2) terminate the contract for default.

33. Insurance

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

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

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

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

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

34. **Impracticality of Performance**

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

35. **Invalid Term or Condition**

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

36. **Enforcement of Agreement**

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

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

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

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

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

- i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or,
- iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any

other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. Survival

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

39. Disclosure Regarding Responsibility

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

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

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

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

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

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

suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

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

The City may, without cause, order the Contractor, in writing, to suspend, delay or Interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **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.

42. **Notification**

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

J. Sam Burnett, Property Maintenance Manager
City of Santa Fe Public Works Dept.
2651 Siringo Road, Building E
Santa Fe, New Mexico 87504
jsburnett@santafenm.gov
505-955-5933

To Contractor:
Cameron Kilcup
President FacilityBuild, Inc
camkilcup@facilitybuild.com
505-828-0060
5904 Florence Ave, NE
Albuquerque, New Mexico 87113

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

43. **Succession**

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

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

CITY OF SANTA FE:



ALAN WEBBER
CITY MAYOR

DATE: 6/16/2020

ATTEST:



YOLANDA Y. VIGIL
CITY CLERK
JB 6/16/20

CONTRACTOR:



CAMERON KILCUP
PRESIDENT FACILITY BUILD, INC

DATE: 6/11/2020

CRS# 02-947637-00-2

Registration # 20-00110356



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: FacilityBuild, Inc.

Procurement Title: Contract Amendment #1 with FacilityBuild, Inc. for Design/Build Services for a new Downtown Restroom Facility

Procurement Method: State Price Agreement Cooperative Sole Source Other

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

Department Requesting Public Works, Facilities Staff Name Curt Temple

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Curt Temple Project Administrator 12/24/2020
Department Rep Printed Name (attesting that all information included) Title Date

Fran Duraway (Jan 27, 2021 09:14 MST)

Purchasing Officer (attesting that all information is reviewed) Title Date
Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

- 1 **FOR:** ORIGINAL CONTRACT _____ or CONTRACT AMENDMENT
- 2 Name of Contractor FacilityBuild, Inc _____
- 3 Complete information requested _____ Plus RT

Inclu: of GRT

Original Contract Amount: \$544,500.00 _____

Termination Date: June 30, 2022 _____

Approved by Council _____ Date: June 10, 2020 _____

or by City Manager _____ Date: _____

Contract is for: Design/Build of Water Street Restroom Facility

Amendment # 1 _____ to the Original Contract# 3201958 _____

Increase/(Decrease) Amount \$ _____ \$445,500.00 _____

Extend Termination Date to: _____ June 30, 2022 _____

Approved by Council _____ Pending _____

or by City Manager _____ Date: _____

Amendment is for: Additional funds to complete construction of public restrooms

- 4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
- Inclusive of C

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$990,000.00 _____



City of Santa Fe Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other State Price Agreement 00-00000-20-00110

6 **Procurement History:** First year of Two (2) year contract
example: (First year of 4 year contract)

Fran Duraway
[Fran Duraway \(Jan 27, 2021 09:14 MST\)](#)

Purchasing Officer Review

Comments or Exceptions:

7 **Funding Source:** FA 183200B **BU/Line Item:** 3209980.572960

Alexis Lotero
[Alexis Lotero \(Jan 27, 2021 08:44 MST\)](#)

Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Curt Temple

Phone # 505-955-5937

10 **Certificate of Insurance attached.** (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor
(45) Vendors

Telephone:

Price Agreement Number: 00-00000-20-00110

Price Agreement Amendment No.: One

Term: July 1, 2020 – June 30, 2021

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

Invoice:
As Requested

Procurement Specialist: Michael Saavedra MS

Telephone No.: (505) 827-0610

Email: Michael.Saavedra@state.nm.us

Title: **General Construction Services - Statewide**

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

This amendment is issued to reflect the following effective immediately:

Add two vendors to the Price Agreement.

See Attached pages for vendor information and pricing.

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

Accepted for the State of New Mexico

Valerie Paulk

Mark Hayden, New Mexico State Purchasing Agent

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

Date: 07/20/20

JDZ

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: **00-00000-20-00110**
Amendment No.: One

Page 2

Vendor

(BR) 0000049445

ESA Construction, Inc.

3435 Girard Blvd. NE

Albuquerque, NM 87107

(505) 884-2171

spannell@esaconstruction.com

Payment Terms: Net 30

Delivery: As required by contracts or purchase orders

(BS) 0000138553

Nine Degrees Construction, LLC

101 Maguey Ct. Suite 2

Sunland Park, NM 88063

(915) 526-8739

cesarm@nine-degrees.com

Payment Terms: Net 30

Delivery:

Item	Approx. Qty.	Unit	Article and Description			
001	1	Hr.	Projects UNDER Sixty Thousand (\$60,000.00) Superintendent, regular hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$70.00	\$70.00	\$70.00	\$70.00	
(BS)			\$61.25	\$51.75	\$56.50	

Item	Approx. Qty.	Unit	Article and Description			
002	1	Hr.	Projects UNDER Sixty Thousand (\$60,000.00) Superintendent, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$70.00	\$70.00	\$70.00	\$70.00	
(BS)			\$72.25	\$72.25	\$72.25	

Item	Approx. Qty.	Unit	Article and Description			
003	1	Hr.	Projects UNDER Sixty Thousand (\$60,000.00) Journeyman or Experienced Worker, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$54.00	\$54.00	\$54.00	\$54.00	
(BS)			\$46.25	\$46.25	\$46.25	

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: **00-00000-20-00110**
Amendment No.: One

Page 3

Item	Approx. Qty.	Unit	Article and Description			
004	1	Hr.	Projects UNDER Sixty Thousand (\$60,000.00) Journeyman or Experienced Worker, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$72.00	\$72.00	\$72.00	\$72.00	
(BS)			\$50.30	\$50.30	\$50.30	

Item	Approx. Qty.	Unit	Article and Description			
005	1	Hr.	Projects UNDER Sixty Thousand (\$60,000.00) Laborer, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$38.00	\$38.00	\$38.00	\$38.00	
(BS)			\$32.20	\$32.20	\$32.20	

Item	Approx. Qty.	Unit	Article and Description			
006	1	Hr.	Projects UNDER Sixty Thousand (\$60,000.00) Laborer, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$45.00	\$45.00	\$45.00	\$45.00	
(BS)			\$40.10	\$40.10	\$40.10	

Item	Approx. Qty.	Unit	Article and Description			
007	1	Hr.	Projects OVER Sixty Thousand (\$60,000.00) Superintendent, regular hours.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$70.00	\$70.00	\$70.00	\$70.00	
(BS)			\$61.25	\$51.75	\$56.50	

Item	Approx. Qty.	Unit	Article and Description			
008	1	Hr.	Projects OVER Sixty Thousand (\$60,000.00) Superintendent, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$70.00	\$70.00	\$70.00	\$70.00	
(BS)			\$72.25	\$72.25	\$72.25	

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: **00-00000-20-00110**
Amendment No.: One

Page 4

Item	Approx. Qty.	Unit	Article and Description			
009	1	Hr.	Projects OVER Sixty Thousand (\$60,000.00) Journeyman or Experienced Worker, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$54.00	\$54.00	\$54.00	\$54.00	
(BS)			\$46.25	\$46.25	\$46.25	

Item	Approx. Qty.	Unit	Article and Description			
010	1	Hr.	Project OVER Sixty Thousand (\$60,000.00) Journeyman or Experienced Worker, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$72.00	\$72.00	\$72.00	\$72.00	
(BS)			\$50.30	\$50.30	\$50.30	

Item	Approx. Qty.	Unit	Article and Description			
011	1	Hr.	Project OVER Sixty Thousand (\$60,000.00) Laborer, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$38.00	\$38.00	\$38.00	\$38.00	
(BS)						

Item	Approx. Qty.	Unit	Article and Description			
012	1	Hr.	Project OVER Sixty Thousand (\$60,000.00) Laborer, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		\$45.00	\$45.00	\$45.00	\$45.00	
(BS)			\$40.10	\$40.10	\$40.10	

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: **00-00000-20-00110**
Amendment No.: One

Page 5

Item	Approx. Qty.	Unit	Article and Description
013	1	Hr.	Diagnosis, project estimates, troubleshooting, other
Vendor:	Unit Price		
(BR)	\$0.00		
(BS)	\$0.00		

Item	Approx. Qty.	Unit	Article and Description
014		%	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.
Vendor:	Unit Price		
(BR)	0%		
(BS)	2%		

Item	Approx. Qty.	Unit	Article and Description
015		Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person. Bidders should provide a Per Diem Rate that does not exceed the Per Diem Rate defined above in this bid. If a Per Diem Rate is not submitted by the Bidder, the defined rate shall be the default.
Vendor:	Unit Price		
(BR)	\$130.00		
(BS)	\$100.00		

Item	Unit	Article and Description			
016	Mileage	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. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.			
Vendor:	Physical Address	Company Name	Address	City/Zip	Unit Price
(BR)	Main: 3435 Girard Blvd. NE, ABQ, NM 87107; 645 El Molino Blvd. Las Cruces, NM 88005	ESA Construction, Inc.	3435 Girard Blvd. NE/645 El Molino Blvd.	Albuquerque/Las Cruces	\$0.85
(BS)	101 Maguey Ct. Suite 2	Nine Degrees Construction, LLC.	101 Maguey Ct. 2	Sunland Park, NM 88063	\$0.65

*** 16 Items Total ***

Certificate Of Completion

Envelope Id: 788799FEDE504575B5F43C03A6930CE9	Status: Completed
Subject: SPA 00-00000-20-00110 A001	
Source Envelope:	
Document Pages: 5	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Travis Dutton-Leyda
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	13 Bataan Blvd
	Santa Fe, NM 87508
	travis.dutton-leyda@state.nm.us
	IP Address: 164.64.62.10

Record Tracking

Status: Original 7/20/2020 2:56:58 PM	Holder: Travis Dutton-Leyda travis.dutton-leyda@state.nm.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO State of New Mexico GSD-SPD	Location: DocuSign

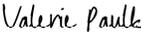
Signer Events

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@state.nm.us State of New Mexico, Dept of Information Technology Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.237.5.131	Sent: 7/20/2020 2:58:08 PM Viewed: 7/20/2020 3:36:49 PM Signed: 7/20/2020 3:36:53 PM

Electronic Record and Signature Disclosure:
Accepted: 6/4/2020 11:04:51 AM
ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Travis Dutton-Leyda travis.dutton-leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/20/2020 2:58:08 PM Viewed: 7/20/2020 2:58:20 PM Signed: 7/20/2020 2:58:24 PM
--	---	--

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Valerie Paulk valerie.paulk@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/20/2020 2:58:08 PM Viewed: 7/20/2020 3:16:54 PM Signed: 7/20/2020 3:17:14 PM
--	---	--

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	7/20/2020 2:58:08 PM
Certified Delivered	Security Checked	7/20/2020 3:36:49 PM
Signing Complete	Security Checked	7/20/2020 3:36:53 PM
Completed	Security Checked	7/20/2020 3:36:53 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.SPInfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

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

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

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

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

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

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



State of New Mexico General Services Department

Statewide Price Agreement

Awarded Vendors:
43 Vendors – Starting on page 6

Price Agreement Number: **00-00000-20-00110**

Payment Terms: **See page 6**

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

Delivery: **See page 6**

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

Procurement Specialist: Michael Saavedra MS

Telephone No.: 505-827-0610

Email: Michael.Saavedra@state.nm.us

Invoice:
As Requested

Title: **General Construction Services - Statewide**

Term: **July 1, 2020 thru June 30, 2021**

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

Valerie Paulk
New Mexico State Purchasing Agent

Date: 6/26/2020

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

JSZ

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

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. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-3

negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by 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
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-4

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 bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

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

Article II – Term

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

Article III – Specifications

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

Article IV – Shipping and Billing Instructions

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-5

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 of Orders

Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Awarded Vendors:

(AA) 0000139642

AGM Konstruction LLC
1570 Pacheco Street, Suite E-6
Santa Fe, NM 87505
505-429-6072 or 505-365-2922
ambrose@AGMKonstruction

Payment Terms: 30 days
Delivery: FOB - Job Site

(AB) 0000053415

Advanced Environmental Solutions, Inc.
2318 Roldan Drive
Belen, NM 87002
505-861-1700
asaiz@aesnm.com

Delivery: Per Contract Specs

(AC) 0000107401

All-Rite Construction, Inc.
dba RITECON
539 Oliver Ross Drive NW
Albuquerque, NM 87121
505-344-7663
meshach@ritecon.com

Payment Terms: Net 30

Delivery: As Requested

(AD) 0000009253

Allied Electric, Inc.
2859 Cerrillos Road
Santa Fe, NM 87507
mailing: PO Box 28430
Santa Fe, NM 87592-8430
505-438-8899
melissa@alliednm.com

Payment Terms: Net 30 days

Delivery: As Requested by Owner

(AE) 0000054601

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

Payment Terms: Net 30

Delivery: As Requested

(AF) 0000046277

B & D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123
505-299-4464
clinton@banddindustries.com

Payment Terms: Net 30 days

Delivery: FOB Destination

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

(AG) 0000146366
Barnsley Construction, LLC
4900 Hawkins Street
Albuquerque, NM 87109
505-856-5576
rayc@barnsleyconstruction.com

Payment Terms: Net 30
Delivery: FOB Destination

(AH) 0000146367
Miguel Contreras
dba C R M Construction
413 Burma Drive NE
Albuquerque, NM 123
505-974-1869
miguel.crmconstruction@gmail.com

Payment Terms: Net 30
Delivery: As Requested

(AI) 0000051994
Classic Industries, Inc.
PO Box 434
Dona Ana, NM 88032
575-523-2053
classic.industries@comcast.net

Payment Terms: Net 30
Delivery: 5 days from Notice to Proceed

(AJ) 0000138100
Consolidated Builders of NM LLC
PO Box 26785
Albuquerque, NM 87125
505-873-6139
consolidatedbuilders@comcast.net

Payment Terms: Net 30
Delivery: As requested

(AK) 0000116075
Davenport Construction Management LLC
141 Camino de las Crucitas
Santa Fe, NM 87501
505-660-7105
mitch@dcmnm.com

Payment Terms: net 30
Delivery: As Requested

(AL) 0000012754
FacilityBUILD, Inc.
5904 Florence Ave, NE
Albuquerque, NM 87113
505-828-0060
camkilocup@facilitybuild.com

Payment Terms: Net 30
Delivery: As Required

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

(AM) 0000079938

Facility Solutions Group
8340 Burnham Road, Suite 300
El Paso, TX 79907
915-307-3386
jerrod.kew@fsgi.com

Payment Terms: Net 30

Delivery: 7209 Jefferson Street SW

(AN) 0000043596

First Mesa Construction, Inc.
8819 Second Street NW
Albuquerque, NM 87114
505-843-8990
cheryl@firstmesa.net

Payment Terms: Net 30 days

Delivery: First Mesa Construction, Inc.

(AO) 0000049692

Franken Construction Co., Inc.
1025 Douglas Avenue
Las Vegas, NM 87701
505-554-1481 or 505-429-1962
brentfranken@frankenconstruction.com

Payment Terms: Net 30 days

Delivery: 1025 Douglas Avenue, Las Vegas,
NM 87701

(AP) 0000090285

GM Emulsion, LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
gabriel@gmemulsion.com

Payment Terms: Net 30

Delivery: As requested

(AQ) 0000141388

GME General Building LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
erik@gmegeneralbuilding.com

Payment Terms: Net 30

Delivery: As requested

(AR) 0000052470

HEI, Inc.
PO Box 31310
Albuquerque, NM 87190
505-880-1819
whumbard@heinm.com

Payment Terms: Net 30

Delivery: FOB Destination

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

(AS) 0000049140

Handiwork, Inc.
4425 Juan Tabo Blvd NE, #208
Albuquerque, NM 87111
505-239-5575
jshuster@swcp.com

Payment Terms: Net 30 Days

Delivery: As Requested, FOB Destination

(AT) 0000046321

Jack B. Henderson Construction Co., Inc.
501 Eubank Blvd. SE
Albuquerque, NM 87123
505-292-8955
jeichhorst@jbhenderson.com

Payment Terms: Net 21

Delivery: 501 Eubank Blvd. SE, Alb. NM 87123

(AU) 0000093684

JRM Construction Co, LLC
2620 Via Berrenda
Santa Fe, NM 87505
505-920-9768
bob87505@aol.com

Payment Terms: net 30

Delivery: N/A

(AV) 0000087051

La Mesilla Construction, LLC
98 County Road 119
Española, NM 87532
505-927-6513
lamesillaconstruction@gmail.com

Payment Terms: Net 21

Delivery: per owner's request

(AW) 0000055206

Lone Mountain Contracting, Inc.
125 Bosque Farms Blvd.
Bosque Farms, NM 87068
505-869-2996
tessie@lonemountain.com or nick@lonemountain.com

Payment Terms: Net 30

Delivery: 125 Bosque Farms Blvd. Bosque Farms
NM 87068

(AX) 0000050594

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

Payment Terms: 30 Days

Delivery: FOB job site

(AY) 0000046795

Lynco Electric Co. Inc.
1520 West Amador
Las Cruces, NM 88005
575-523-9066
lyncoelec Nathan@comcast.net

Payment Terms: NET 30

Delivery: AS INDICATED ON BID FORM

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

(AZ) 0000070502

Mans Construction, Inc.
1996 S Valley Drive
Las Cruces, NM 88005
575-644-5011
ftorres@mans-co.com

Payment Terms: (21 days from acceptance of
undisputed invoice)

Delivery: As Requested per Contract Documents

(BA) 0000011272

Mechanical Controls Solutions
dba MCS
4020 Vassar Drive NE, Suite B
Albuquerque, NM 87107
505-888-1616
mmacready@icsicontrols.com

Payment Terms: Net 45

Delivery: As Requested

(BB) 0000086491

Mevacon LLC
1207 Scoggins
Las Cruces, NM 88005
575-524-0327
arivas@meva-con.com

Payment Terms: Per Terms and Conditions

Delivery: 1207 Scoggins, Las Cruces, NM 88005

(BC) 0000049376

Mick Rich Contractors, Inc.
8401 Firestone Lane, NE
Albuquerque, NM 87113
505-823-9782
jimrich@mickrichcontractors.com

Payment Terms: Net 30

Delivery: As Requested

(BD) 0000090378

Nieto Custom Builders
428 Candie Lane
Corrales, NM 87048
505-270-1346
pnieto@ncbnmpro.com

Payment Terms: 30 days

Delivery: Open

(BE) 0000140941

Northeastern Construction Company
925 Mills Ave
Las Vegas, NM 87701
505-454-8143 or 505-426-7585
sean@necbuilders.net or necontractors@yahoo.com

Payment Terms: Net 30 days

Delivery:

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-11

(BF) 0000114869

Pluma, LLC
6301 4th Street NW, Suite 1
Albuquerque, NM 87107
505-345-0755
chris@plucys.com

Payment Terms: Net 30

Delivery: FOB Destination

(BG) 0000108577

QA Engineering
1409 Ortiz Drive SE
Albuquerque, NM 87108
505-338-7092 or 505-250-8663
robert@qaengineering.com

Delivery: FOB Job site

(BH) 0000132517

R and M Construction LLC
PO Box 1026
Alcalde, NM 87511
505-927-2027
robert@rmconstructionnm.com

Payment Terms: NET 30

Delivery: e-mail or US Mail

(BI) 0000135923

Road Runer Plaster & Drywall LLC
3272 Ojos De Jo
Santa, Fe, NM
505-670-3426
ivanroadrunner@live.com

Payment Terms:

Delivery: Upon Receipt

(BJ) 0000009789

SDV Construction, Inc.
8912 Adams St. NE
Albuquerque, NM 87113
505-883-3176
estimating@sdvconstruction.com or paul@sdvconstruction.com

Payment Terms: Net 30

Delivery: Destination

(BK) 0000076453

Sanchez Demolition, Inc.
PO Box 721
Bosque, NM 87006
505-864-7551
sanchezdemolition@gmail.com

Payment Terms: 30 days net

Delivery:

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

(BL) 0000146352
Snyder Construction
5800 San Francisco Rd NE
Albuquerque, NM 87109
505-923-3181
zsnyder@snyder-const.com or tmcmain@snyder-const.com

Payment Terms: Net 30
Delivery: Destination

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

Payment Terms: net 30 days
Delivery: as requested

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

Payment Terms: Net 30
Delivery: Delivery

(BO) 0000048657
Welch's Boiler Service, Inc.
6060 Isleta Blvd S.W.
Albuquerque, NM 87105
505-877-0356
welchsboiler@comcast.net or keith.welch99@comcast.net

Payment Terms: Net 30
Delivery: TBD, Job site.

(BP) 0000052947
Western Mechanical Co.
DBA/Western Mechanical HVAC & Plumbing
3301 Girard Blvd NE
Albuquerque, NM 87107
505-341-4458 or 505-948-3800
westernmechanical@hotmail.com or mike.westernmechanical@gmail.com

Payment Terms: 30 Days
Delivery: Hand Delivery

(BQ) 0000050416
White Sands Construction, Inc.
1700 10th Street
Alamogordo, NM 88310
575-437-7816
catlin@whitesandsconstruction.com

Payment Terms: 21 Days after Submission
Delivery: 1700 10th Street, Alamogordo,
NM 88310

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-13

The State of New Mexico wishes to 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.

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.

Compensation Caps:

The total cost of **each project**, including applicable gross receipts tax, shall not exceed Four Million Dollars (**\$4,000,000.00**). This cap includes all change orders associated with the project.

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

MANDATORY REPORTING FOR AGENCIES AND LOCAL PUBLIC BODIES

The Agency or Local Public Body **MUST** report all work issued under this Price Agreement to the State Purchasing Division AND to the Legislative Finance Committee so that the cap thresholds can be monitored. A forthcoming amendment and/or communication from the State Purchasing Agent will contain the location/website(s) to report all work.

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

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

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-14

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.

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).

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.

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.

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 quote. 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.

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.

For questions, contact Michael Saavedra, State Purchasing Division, at (505) 827-0610.

Scope of Work:

Contractors will be contacted on an as needed basis to perform work associated with this Price Agreement. 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 in the designated Zones.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-15

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 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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-16

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 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.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-17

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.

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, will be prosecuted.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-18

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.

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.

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: **00-00000-20-00110**

Page-19

- 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.
- 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. Home office overhead and other indirect overhead expenses are to be considered included in the allowable markups and not added into the General Conditions expenses.

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). Reference Section Lodging by month and Section Meals & Incidentals Breakdown link https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=NM&fiscal_year=2020&zip=&city=

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-20

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.
- 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.

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: **00-00000-20-00110**

Page-21

- 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,
 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:

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-22

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.
- 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 based on the Zones. 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.** Mileage bid shall not be greater than the Standard Mileage Rates provided by the IRS: <https://www.irs.gov/tax-professionals/standard-mileage-rates/>

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-23

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".

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 in order to allow 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. Separate awards for each or combinations of zones may be utilized. Vendors are encouraged to bid only in the zones where the bidder may adequately perform the service in an efficient manner. The State anticipates awards to Contractors in 6 zones. Each zone will be evaluated separately. A Contractor may bid on multiple zones. The intent in the bid tabulation is to add up all of the items from item 001 through item 013 in order to determine the low bidder.

Zone ONE: San Juan, McKinley counties

Zone TWO: Colfax, Harding, Los Alamos, Mora, Rio Arriba, Santa Fe, San Miguel, Taos and Union counties.

Zone THREE: Bernalillo, Catron, Cibola, Sandoval, Socorro, Torrance and Valencia counties.

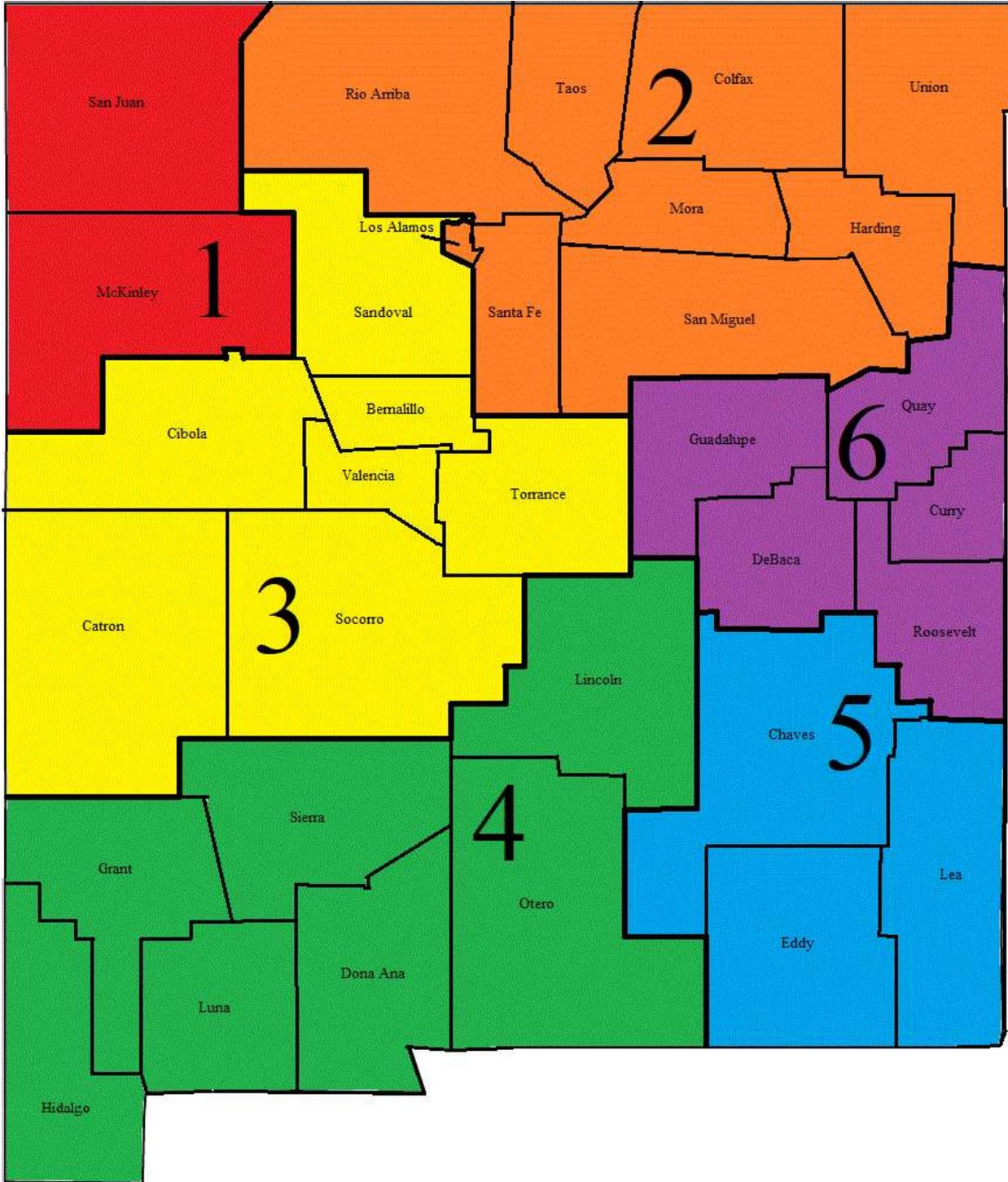
Zone FOUR: Dona Ana, Grant, Hidalgo, Lincoln, Luna, Otero, and Sierra counties.

Zone FIVE: Chavez, Eddy, Lea counties

Zone SIX: Curry, De Baca, Guadalupe, Quay, Roosevelt counties

* The Remainder of this Page Intentionally Left Blank *

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 00-00000-20-00110



State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Items:

Item	Approx. Qty.	Unit	Article Description			
<u>Projects UNDER Sixty Thousand (\$60,000.00)</u>						
001	1	Hr.	Superintendent, regular hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$67.00	\$67.00	\$67.00	\$67.00	\$67.00	\$67.00
(AB)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
(AC)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
(AD)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(AE)	\$67.00	\$67.00	\$67.00	\$67.00	\$67.00	\$67.00
(AF)	\$68.00	\$68.00	\$68.00	\$68.00	\$68.00	\$68.00
(AG)	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
(AH)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(AI)			\$77.30	\$62.52	\$77.30	\$78.30
(AJ)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(AK)		\$68.00				
(AL)	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00
(AM)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
(AN)	\$81.92	\$81.92	\$79.54			\$81.92
(AO)		\$51.72	\$51.72	\$51.72		\$51.72
(AP)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
(AQ)	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00
(AR)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
(AS)		\$72.00	\$72.00			
(AT)	\$84.26	\$84.26	\$79.71	\$84.26	\$84.26	\$84.26
(AU)		\$45.00	\$45.00			
(AV)	\$54.00	\$54.00	\$54.00	\$54.00	\$54.00	\$54.00
(AW)	\$43.56	\$43.56	\$43.56	\$43.56	\$43.56	\$43.56
(AX)	\$94.00	\$94.00	\$94.00	\$94.00	\$94.00	\$94.00
(AY)				\$58.04		
(AZ)	\$60.75	\$60.75	\$60.75	\$60.75	\$60.75	\$60.75
(BA)	\$72.45	\$72.45	\$72.45	\$72.45	\$72.45	\$72.45
(BB)	\$61.00	\$61.00	\$61.00	\$61.00	\$61.00	\$61.00
(BC)	\$97.33	\$97.33	\$92.70	\$97.33	\$97.33	\$97.33
(BD)	\$67.97	\$67.97	\$64.26	\$71.67	\$75.40	\$67.97
(BE)	\$35.00	\$33.00	\$35.00	\$35.00	\$35.00	\$35.00
(BF)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(BG) Sheet Metal	\$60.44	\$60.44	\$60.44	\$60.44	\$60.44	\$60.44
(BG) Plumbing & Pipe Fitting	\$60.44	\$60.44	\$60.44	\$60.44	\$60.44	\$60.44
(BG) Electrical	\$60.44	\$60.44	\$60.44	\$60.44	\$60.44	\$60.44
(BH)	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00
(BI)	\$34.50	\$34.50	\$34.50	\$34.50	\$34.50	\$34.50
(BJ)	\$70.33	\$73.85	\$70.33	\$73.85	\$77.36	\$70.33

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-26

Item	Approx. Qty.	Unit	Article Description			
<u>Projects UNDER Sixty Thousand (\$60,000.00)</u>						
001	1	Hr.	Superintendent, regular hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BK)	\$51.12	\$51.12	\$51.12	\$51.12	\$51.12	\$51.12
(BL)	\$45.39	\$45.39	\$45.39	\$45.39	\$45.39	\$45.39
(BM)		\$82.00	\$82.00	\$82.00	\$82.00	\$78.00
(BN)	\$47.20	\$47.20	\$47.20	\$47.20	\$47.20	\$47.20
(BO)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
(BP)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(BQ)				\$100.00		

Item	Approx. Qty.	Unit	Article Description			
<u>Projects UNDER Sixty Thousand (\$60,000.00)</u>						
002	1	Hr.	Superintendent, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$98.00	\$98.00	\$98.00	\$98.00	\$98.00	\$98.00
(AB)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(AC)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
(AD)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
(AE)	\$67.00	\$67.00	\$67.00	\$67.00	\$67.00	\$67.00
(AF)	\$81.00	\$81.00	\$81.00	\$81.00	\$81.00	\$81.00
(AG)	\$67.50	\$67.50	\$67.50	\$67.50	\$67.50	\$67.50
(AH)	\$54.00	\$54.00	\$54.00	\$54.00	\$54.00	\$54.00
(AI)			\$108.57	\$93.79	\$108.57	\$109.57
(AJ)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(AK)		\$102.00				
(AL)	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00
(AM)	\$112.50	\$112.50	\$112.50	\$112.50	\$112.50	\$112.50
(AN)	\$122.86	\$122.86	\$119.36			\$122.86
(AO)		\$77.58	\$77.58	\$77.58		\$77.58
(AP)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(AQ)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
(AR)	\$112.50	\$112.50	\$112.50	\$112.50	\$112.50	\$112.50
(AS)		\$75.00	\$75.00			
(AT)	\$112.43	\$112.43	\$106.36	\$112.43	\$112.43	\$112.43
(AU)		\$45.00	\$45.00			
(AV)	\$68.00	\$68.00	\$68.00	\$68.00	\$68.00	\$68.00
(AW)	\$43.56	\$43.56	\$43.56	\$43.56	\$43.56	\$43.56
(AX)	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00
(AY)				\$87.06		
(AZ)	\$91.12	\$91.12	\$91.12	\$91.12	\$91.12	\$91.12
(BA)	\$82.80	\$82.80	\$82.80	\$82.80	\$82.80	\$82.80
(BB)	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00
(BC)	\$102.20	\$102.20	\$97.33	\$102.20	\$102.20	\$102.20
(BD)	\$70.97	\$70.97	\$67.26	\$74.67	\$78.40	\$70.97
(BE)	\$42.00	\$40.00	\$42.00	\$42.00	\$42.00	\$42.00

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-27

Item	Approx. Qty.	Unit	Article Description
------	--------------	------	---------------------

Projects UNDER Sixty Thousand (\$60,000.00)

002	1	Hr.	Superintendent, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BF)	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00
(BG) Sheet Metal	\$74.82	\$74.82	\$74.82	\$74.82	\$74.82	\$74.82
(BG) Plumbing & Pipe Fitting	\$74.82	\$74.82	\$74.82	\$74.82	\$74.82	\$74.82
(BG) Electrical	\$74.82	\$74.82	\$74.82	\$74.82	\$74.82	\$74.82
(BH)	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
(BI)	\$44.00	\$44.00	\$44.00	\$44.00	\$44.00	\$44.00
(BJ)	\$77.86	\$81.76	\$77.86	\$81.76	\$85.65	\$77.86
(BK)	\$76.68	\$76.68	\$76.68	\$76.68	\$76.68	\$76.68
(BL)	\$50.34	\$50.34	\$50.34	\$50.34	\$50.34	\$50.34
(BM)		\$102.00	\$102.00	\$102.00	\$102.00	\$97.00
(BN)	\$70.80	\$70.80	\$70.80	\$70.80	\$70.80	\$70.80
(BO)	\$112.50	\$112.50	\$112.50	\$112.50	\$112.50	\$112.50
(BP)	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
(BQ)				\$120.00		
Item	Approx. Qty.	Unit	Article Description			

Projects UNDER Sixty Thousand (\$60,000.00)

003	1	Hr.	Journeyman or Experienced Worker, regular hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(AB)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(AC)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
(AD)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(AE)	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
(AF)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(AG)	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
(AH)	\$58.00	\$58.00	\$58.00	\$58.00	\$58.00	\$58.00
(AI)			\$48.26	\$47.26	\$47.26	\$48.26
(AJ)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(AK)		\$64.00				
(AL)	\$52.00	\$52.00	\$52.00	\$52.00	\$52.00	\$52.00
(AM)	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
(AN)	\$79.08	\$79.08	\$76.82			\$79.08
(AO)		\$48.53	\$48.53	\$48.53		\$48.53
(AP)	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
(AQ)	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
(AR)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(AS)		\$52.00	\$52.00			

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description			
Projects UNDER Sixty Thousand (\$60,000.00)						
004	1	Hr.	Journeyman or Experienced Worker, after hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AH)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
(AI)			\$64.50	\$63.50	\$63.50	\$64.50
(AJ)	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
(AK)		\$96.00				
(AL)	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00	\$69.00
(AM)	\$82.50	\$82.50	\$82.50	\$82.50	\$82.50	\$82.50
(AN)	\$118.62	\$118.62	\$115.23			\$118.62
(AO)		\$72.80	\$72.80	\$72.80		\$72.80
(AP)	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
(AQ)	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
(AR)	\$97.50	\$97.50	\$97.50	\$97.50	\$97.50	\$97.50
(AS)		\$55.00	\$55.00			
(AT)	\$100.74	\$100.74	\$95.30	\$100.74	\$100.74	\$100.74
(AU)		\$30.00	\$30.00			
(AV)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(AW)	\$54.45	\$54.45	\$54.45	\$54.45	\$54.45	\$54.45
(AX)	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00	\$74.00
(AY)				\$87.06		
(AZ)	\$82.50	\$82.50	\$82.50	\$82.50	\$82.50	\$82.50
(BA)	\$77.60	\$77.60	\$77.60	\$77.60	\$77.60	\$77.60
(BB)	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00
(BC)	\$77.85	\$77.85	\$74.15	\$77.85	\$77.85	\$77.85
(BD)	\$57.88	\$57.88	\$54.79	\$60.97	\$64.06	\$57.88
(BE)	\$32.00	\$30.00	\$32.00	\$32.00	\$32.00	\$32.00
(BF)	\$97.50					
(BG) Sheet Metal	\$83.33	\$88.58	\$83.33	\$83.33	\$83.33	\$83.33
(BG) Plumbing & Pipe Fitting	\$72.82	\$78.07	\$72.82	\$72.82	\$72.82	\$72.82
(BG) Electrical	\$90.00	\$92.00	\$90.00	\$90.00	\$90.00	\$90.00
(BH)	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00	\$90.00
(BI)	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
(BJ)	\$62.56	\$65.69	\$62.56	\$65.69	\$68.82	\$62.56
(BK)	\$51.02	\$51.02	\$51.02	\$51.02	\$51.02	\$51.02
(BL)	\$46.27	\$46.27	\$46.27	\$46.27	\$46.27	\$46.27
(BM)		\$85.00	\$85.00	\$85.00	\$85.00	\$77.00
(BN)	\$64.55	\$64.55	\$64.55	\$64.55	\$64.55	\$64.55
(BO)	\$112.50	\$112.50	\$112.50	\$112.50	\$112.50	\$112.50
(BP)	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
(BQ)				\$85.00		

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description			
Projects OVER Sixty Thousand (\$60,000.00) – Wage Decision Projects						
008	1	Hr.	Superintendent, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AG)	\$67.50	\$67.50	\$67.50	\$67.50	\$67.50	\$67.50
(AH)	\$68.00	\$68.00	\$68.00	\$68.00	\$68.00	\$68.00
(AI)			\$108.57	\$93.79	\$108.57	\$109.57
(AJ)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(AK)		\$102.00				
(AL)	\$94.00	\$94.00	\$94.00	\$94.00	\$94.00	\$94.00
(AM)	\$142.50	\$142.50	\$142.50	\$142.50	\$142.50	\$142.50
(AN)	\$117.76	\$117.76	\$114.41			\$117.76
(AO)		\$77.58	\$77.58	\$77.58		\$77.58
(AP)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(AQ)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
(AR)	\$135.00	\$135.00	\$135.00	\$135.00	\$135.00	\$135.00
(AS)		\$78.00	\$78.00			
(AT)	\$109.39	\$109.39	\$103.32	\$109.39	\$109.39	\$109.39
(AU)		\$45.00	\$45.00			
(AV)	\$71.00	\$71.00	\$71.00	\$71.00	\$71.00	\$71.00
(AW)	\$43.56	\$43.56	\$43.56	\$43.56	\$43.56	\$43.56
(AX)	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00	\$99.00
(AY)				\$103.44		
(AZ)	\$91.12	\$91.12	\$91.12	\$91.12	\$91.12	\$91.12
(BA)	\$82.80	\$82.80	\$82.80	\$82.80	\$82.80	\$82.80
(BB)	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00	\$72.00
(BC)	\$93.68	\$93.68	\$89.22	\$93.68	\$93.68	\$93.68
(BD)	\$80.97	\$80.97	\$77.76	\$84.97	\$88.40	\$80.97
(BE)	\$55.00	\$53.00	\$55.00	\$55.00	\$55.00	\$55.00
(BF)	\$112.50	\$112.50	\$112.50	\$112.50	\$112.50	\$112.50
(BG) Sheet Metal	\$74.82	\$74.82	\$74.82	\$74.82	\$74.82	\$74.82
(BG) Plumbing & Pipe Fitting	\$74.82	\$74.82	\$74.82	\$74.82	\$74.82	\$74.82
(BG) Electrical	\$74.82	\$74.82	\$74.82	\$74.82	\$74.82	\$74.82
(BH)	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
(BI)	\$44.00	\$44.00	\$44.00	\$44.00	\$44.00	\$44.00
(BJ)	\$77.86	\$81.76	\$77.86	\$81.76	\$85.65	\$77.86
(BK)	\$91.68	\$91.68	\$91.68	\$91.68	\$91.68	\$91.68
(BL)	\$50.34	\$50.34	\$50.34	\$50.34	\$50.34	\$50.34
(BM)		\$135.00	\$135.00	\$135.00	\$135.00	\$125.00
(BN)	\$70.80	\$70.80	\$70.80	\$70.80	\$70.80	\$70.80
(BO)	\$112.50	\$112.50	\$112.50	\$112.50	\$112.50	\$112.50
(BP)	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
(BQ)				\$120.00		

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-35

Item	Approx. Qty.	Unit	Article Description
------	--------------	------	---------------------

Projects OVER Sixty Thousand (\$60,000.00) – Wage Decision Projects

009 1 Hr. Journeyman or Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(AB)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
(AC)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(AD)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(AE)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
(AF)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(AG)	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
(AH)	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00	\$65.00
(AI)			\$72.62	\$71.62	\$72.62	\$72.62
(AJ)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(AK)		\$64.00				
(AL)	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00	\$64.00
(AM)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
(AN)	\$75.79	\$75.79	\$73.63			\$75.79
(AO)		\$48.53	\$48.53	\$48.53		\$48.53
(AP)	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
(AQ)	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
(AR)	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00	\$80.00
(AS)		\$55.00	\$55.00			
(AT)	\$74.19	\$74.19	\$70.07	\$74.19	\$74.19	\$74.19
(AU)		\$30.00	\$30.00			
(AV)	\$49.00	\$49.00	\$49.00	\$49.00	\$49.00	\$49.00
(AW)	\$36.30	\$36.30	\$36.30	\$36.30	\$36.30	\$36.30
(AX)	\$76.00	\$76.00	\$76.00	\$76.00	\$76.00	\$76.00
(AY)				\$68.96		
(AZ)	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00	\$55.00
(BA)	\$62.35	\$62.35	\$62.35	\$62.35	\$62.35	\$62.35
(BB)	\$57.00	\$57.00	\$57.00	\$57.00	\$57.00	\$57.00
(BC)	\$69.20	\$69.20	\$65.91	\$69.20	\$69.20	\$69.20
(BD)	\$64.88	\$64.88	\$61.79	\$67.97	\$71.06	\$64.88
(BE)	\$45.00	\$43.00	\$45.00	\$45.00	\$45.00	\$45.00
(BF)	\$75.00					
(BG) Sheet Metal	\$55.55	\$60.80	\$55.55	\$55.55	\$55.55	\$55.55
(BG) Plumbing & Pipe Fitting	\$48.55	\$50.55	\$48.55	\$48.55	\$48.55	\$48.55
(BG) Electrical	\$71.80	\$73.80	\$71.80	\$71.80	\$71.80	\$71.80

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-39

Item	Approx. Qty.	Unit	Article Description			
Projects OVER Sixty Thousand (\$60,000.00) – Wage Decision Projects						
012	1	Hr.	Laborer, after hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AF)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(AG)	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00	\$42.00
(AH)	\$53.00	\$53.00	\$53.00	\$53.00	\$53.00	\$53.00
(AI)			\$63.16	\$61.86	\$63.16	\$64.16
(AJ)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
(AK)		\$93.00				
(AL)	\$88.00	\$88.00	\$88.00	\$88.00	\$88.00	\$88.00
(AM)	\$82.50	\$82.50	\$82.50	\$82.50	\$82.50	\$82.50
(AN)	\$81.22	\$81.22	\$78.89			\$81.22
(AO)		\$50.72	\$50.72	\$50.72		\$50.72
(AP)	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
(AQ)	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00
(AR)	\$97.50	\$97.50	\$97.50	\$97.50	\$97.50	\$97.50
(AS)		\$42.00	\$42.00			
(AT)	\$76.87	\$76.87	\$72.59	\$76.87	\$76.87	\$76.87
(AU)		\$20.00	\$20.00			
(AV)	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00	\$39.00
(AW)	\$40.05	\$40.05	\$40.05	\$40.05	\$40.05	\$40.05
(AX)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(AY)				\$51.77		
(AZ)	\$58.10	\$58.10	\$58.10	\$58.10	\$58.10	\$58.10
(BA)	\$51.75	\$51.75	\$51.75	\$51.75	\$51.75	\$51.75
(BB)	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00
(BC)	\$46.71	\$46.71	\$44.48	\$46.71	\$46.71	\$46.71
(BD)	\$51.10	\$51.10	\$48.91	\$53.40	\$55.68	\$51.10
(BE)	\$38.00	\$36.00	\$38.00	\$38.00	\$38.00	\$38.00
(BF)	\$69.27	\$69.27	\$69.27	\$69.27	\$69.27	\$69.27
(BG) Sheet Metal	\$44.25	\$44.25	\$44.25	\$44.25	\$44.25	\$44.25
(BG) Plumbing & Pipe Fitting	\$44.25	\$44.25	\$44.25	\$44.25	\$44.25	\$44.25
(BG) Electrical	\$44.25	\$44.25	\$44.25	\$44.25	\$44.25	\$44.25
(BH)	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00	\$85.00
(BI)	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00
(BJ)	\$74.30	\$78.01	\$74.30	\$78.01	\$81.72	\$74.30
(BK)	\$64.85	\$64.85	\$64.85	\$64.85	\$64.85	\$64.85
(BL)	\$29.20	\$29.20	\$29.20	\$29.20	\$29.20	\$29.20
(BM)		\$65.00	\$65.00	\$65.00	\$65.00	\$60.00
(BN)	\$44.90	\$44.90	\$44.90	\$44.90	\$44.90	\$44.90
(BO)	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00
(BP)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00
(BQ)				\$60.00		

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: **00-00000-20-00110**

Page-40

Item	Approx. Qty.	Unit	Article Description
------	--------------	------	---------------------

013	1	Hr.	Diagnosis, project estimates, troubleshooting, other
-----	---	-----	--

Vendor**Unit Price**

(AA)	\$175.00
(AB)	\$65.00
(AC)	\$150.00
(AD)	\$75.00
(AE)	\$70.00
(AF)	\$60.00
(AG)	\$65.00
(AH)	\$95.00
(AI)	\$78.30
(AJ)	\$125.00
(AK)	\$125.00
(AL)	\$92.00
(AM)	\$75.00
(AN)	\$96.82
(AO)	\$50.00
(AP)	\$150.00
(AQ)	\$150.00
(AR)	\$75.00
(AS)	\$72.00
(AT)	\$84.26
(AU)	\$45.00
(AV)	\$78.00
(AW)	\$50.82
(AX)	\$86.00
(AY)	\$68.96
(AZ)	\$75.00
(BA)	\$67.25
(BB)	\$18.50
(BC)	\$70.00
(BD)	\$75.00
(BE)	\$55.00
(BF)	\$65.00
(BG) Sheet Metal	\$93.00
(BG) Plumbing & Pipe Fitting	\$93.00
(BG) Electrical	\$93.00
(BH)	\$80.00
(BI)	\$35.00

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
------	--------------	------	---------------------

013	1	Hr.	Diagnosis, project estimates, troubleshooting, other
-----	---	-----	--

<u>Vendor</u>	<u>Unit Price</u>
(BJ)	\$86.58
(BK)	\$65.00
(BL)	\$49.50
(BM)	\$100.00
(BN)	\$48.25
(BO)	\$90.00
(BP)	\$70.00
(BQ)	\$110.00

Item	Approx. Qty.	Unit	Article Description
------	--------------	------	---------------------

014		%	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.
-----	--	---	--

<u>Vendor</u>	<u>% Discount</u>
(AA)	0%
(AB)	0%
(AC)	0%
(AD)	5%
(AE)	0%
(AF)	-10%
(AG)	0%
(AH)	3%
(AI)	0%
(AJ)	2%
(AK)	0.00%
(AL)	0.00%
(AM)	0%
(AN)	0.00%
(AO)	0.00%
(AP)	0%
(AQ)	0%
(AR)	0%
(AS)	0%
(AT)	0%
(AU)	5%
(AV)	0%
(AW)	0%
(AX)	0%
(AY)	10%
(AZ)	0%
(BA)	10%
(BB)	5%

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
------	--------------	------	---------------------

014		%	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.
-----	--	---	--

<u>Vendor</u>	<u>% Discount</u>
(BC)	2%
(BD)	0.00%
(BE)	0%
(BF)	0%
(BG) Sheet Metal	0%
(BG) Plumbing & Pipe Fitting	0%
(BG) Electrical	0%
(BH)	0%
(BI)	0%
(BJ)	0.00%
(BK)	0%
(BL)	0%
(BM)	0.00%
(BN)	0%
(BO)	10%
(BP)	0.15%
(BQ)	0%

Item	Approx. Qty.	Unit	Article Description
------	--------------	------	---------------------

015		Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person. Bidders should provide a Per Diem Rate that does not exceed the Per Diem Rate defined above in this bid. If a Per Diem Rate is not submitted by the Bidder, the defined rate shall be the default.
-----	--	-----	---

<u>Vendor</u>	<u>Unit Price</u>
(AA)	\$175.00
(AB)	\$125.00
(AD)	\$125.00
(AE)	\$125.00
(AF)	\$120.00
(AG)	\$100.00
(AH)	\$150.00
(AI)	\$151.00
(AJ)	\$151.00
(AK)	\$131.00
(AL)	\$171.00
(AM)	\$50.00

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: **00-00000-20-00110**

Page-43

Item	Approx. Qty.	Unit	Article Description
015		Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person. Bidders should provide a Per Diem Rate that does not exceed the Per Diem Rate defined above in this bid. If a Per Diem Rate is not submitted by the Bidder, the defined rate shall be the default.

<u>Vendor</u>	<u>Unit Price</u>
(AN)	\$150.00
(AO)	\$115.00
(AP)	\$125.00
(AQ)	\$125.00
(AR)	USE DEFINED
(AS)	\$130.00
(AT)	\$125.00
(AV)	\$90.00
(AW)	\$121.00
(AX)	\$150.00
(AY)	\$155.00
(AZ)	\$150.00
(BA)	\$125.00
(BB)	\$159.00
(BC)	\$105.00
(BD)	\$164.00
(BE)	\$105.00
(BF)	\$155.00
(BG) Sheet Metal	\$150.00
(BG) Plumbing & Pipe Fitting	\$150.00
(BG) Electrical	\$150.00
(BH)	\$120.00
(BI)	\$100.00
(BJ)	\$192.00
(BK)	\$55.00
(BL)	\$168.00
(BM)	\$145.00
(BN)	\$100.00
(BO)	\$225.00
(BP)	\$130.00
(BQ)	\$150.00

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-44

Item	Unit	Article Description
016	Mileage	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. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(AA)	1570 Pacheco St E6	AGM Konstruction	1570 Pacheco St E6	Santa Fe, NM 87505	\$1.55
(AB)	2318 Roldan Drive	Advanced Environmental Solutions, Inc.	2318 Roldan Drive	Belen, NM 87002	\$1.25
(AC)	539 Oliver Ross Dr. NW	All-Rite Construction, Inc.	539 Oliver Ross Dr. NW	Albuquerque, NM 87121	
(AD)	2859 Cerrillos Road	Allied Electric Inc.	PO Box 28430	Santa Fe, NM 87592-8430	\$0.57
(AE)	104 Sin Nombre Court NE 87113	AnchorBuilt Inc.	PO Box 27688	Albuquerque, NM 87125	\$0.95
(AF)	9720 Bell Ave SE, Albuquerque, NM 87123	B&D Industries, Inc.	9720 Bell Ave SE	Albuquerque, NM 87123	\$0.45
(AG)		Barnsley Construction, LLC	4900 Hawkins St	Albuquerque, NM 87109	\$55.00
(AH)	413 Burma Dr. NE	C R M Construction	413 Burma Dr. NE	Albuquerque, NM 123 87123	\$1.35
(AI)	921 Bleimeyer., Las Cruces, NM	Classic Industries, Inc.	PO Box 434	Dona Ana 88032	\$0.58
(AJ)	116 Veranda Rd. NW Albuquerque NM 87107	Consolidated Builders of NM LLC	PO Box 26785	Albuquerque, N.M. 87121	\$ 0.575
(AK)					\$1.25
(AL)	5904 Florence Ave, NE	FacilityBUILD, Inc.	5904 Florence Ave, NE	Albuquerque 87113	\$0.57
(AM)	7209 Jefferson St NE	Facility Solutions Group	8340 Burnham Rd Suite 300	El Paso TX 79907	\$0.57

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-45

Item	Unit	Article Description
016	Mileage	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. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(AN)	8819 Second Street NW	First Mesa Construction, Inc.	PO Box 92258	Albuquerque, NM 87199-2258	*dump trucks \$1.95; *service truck \$1.55
(AO)	1025 Douglas Avenue, Las Vegas, NM 87701	Franken Construction Co., Inc.	1025 Douglas Avenue	Las Vegas, NM 87701	\$0.95/mile
(AP)	5935 Agua Fria Street; Santa Fe, NM 87507	GM Emulsion, LLC	5935 Agua Fria Street	Santa Fe, NM 87507	\$5.00
(AQ)	5935 Agua Fria Street; Santa Fe, NM 87507	GME General Building LLC	5935 Agua Fria Street	Santa Fe, NM 87507	\$1.25
(AR)	3800 Vassar Dr. NE 87107	HEI, Inc.	3800 Vassar Dr. NE	Albuquerque, NM 87107	\$0.575
(AS)	4425 Juan Tabo NE, #208	Handiwork, Inc.	4425 Juan Tabo NE, #208	Albuquerque, NM 8711	\$0.575
(AT)	501 Eubank Blvd. SE Alb, NM 87123	Jack B. Henderson Construction Co., Inc.	501 Eubank Blvd. SE	Albuquerque 87123	\$0.50
(AU)	2620 Via Berrenda Santa Fe, NM 87505	JRM Construction Co. LLC	2620 Via Berrenda	Santa Fe NM	
(AV)	98 County Rd. 119 Espanola 87532	La Mesilla Construction, LLC	98 County Road 119	Espanola, NM 87532	\$0.65
(AW)	125 Bosque Farms Blvd. Bosque Farms, NM 87068	Lone Mountain Contracting, Inc.	125 Bosque Farms Blvd.	Bosque Farms, 87068	\$0.65

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Page-46

Item	Unit	Article Description
016	Mileage	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. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(AX)		Longhorn Construction Services, Inc.	9208 Lona Lane NE	Albuquerque, NM 57111	\$0.575
(AY)	1520 W. Amador	Lynco Electric Co. Inc.	1520 W. Amador	Las Cruces, NM 88005	\$0.43
(AZ)	1996 S Valley Drive	Mans Construction Company	1996 S. Valley Drive	Las Cruces 88005	\$0.57
(BA)	Attention: David (Mack) MacReady; Address Same as Below	Mechanical Control Solutions	4020 Vassar Dr. NE, Suite B	Albuquerque, NM 87101	\$0.78
(BB)	1207 Scoggins	Mevacon LLC	1207 Scoggins	Las Cruces 88005	\$1.57
(BC)	8401 Firestone Lane, NE, Albq, NM 87113	Mick Rich Contractors, Inc.	PO Box 90727	Albuquerque, NM 87199	\$0.575
(BD)	428 Candi Ln	Nieto Custom Builders	428 Candi Ln	Corrales, NM 87048	\$0.62
(BE)	925 Mills Avenue, LV, NM 87701	NorthEastern Construction Company	925 Mills Avenue, LV, NM 87701	Las Vegas, New Mexico	\$0.60
(BF)	6301 4th Street, N.W., Suite 1	Pluma, LLC	6301 4th Street, N.W., Suite 1	Albuquerque 87107	\$0.57
(BG)	1409 Ortiz Drive SE	QA Engineering LLC	1409 Ortiz Drive SE	Albuquerque, NM 87108	\$0.575
(BH)	609 Baker Lane, Espanola, NM 87532	R and M Construction LLC	PO Box 1026	Alcalde, NM 87511	\$0.545
(BI)	3272 Ojos de Jo	Roadrunner Plaster and drywall	3272 Ojos de Jo	Santa Fe, NM 87507	\$1.25

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: **00-00000-20-00110**

Page-47

Item	Unit	Article Description
016	Mileage	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. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(BJ)	8912 Adams St. NE	SDV Construction, Inc.	8912 Adams St. NE	Albuquerque 87113	\$0.575
(BK)	16 Miranda Rs. Belen, New Mexico 87002	Sanchez Demolition Inc.	PO Box 721 Bosque NM 8700	Bosque New Mexico 87006	\$0.575
(BL)					\$0.57
(BM)	1716 W 7th St Clovis, NM 88101	WWRC, INC	1716 W 7th St	Clovis, New Mexico 88101	\$1.00
(BN)	3344 Princeton Dr. NE, Albuquerque, NM 87107	Weil Construction, Inc.	3344 Princeton Dr. NE	Albuquerque, NM 87107	\$0.545
(BO)	6060 Isleta Blvd SW	Welch's Boiler Supply Inc.	6060 Isleta Blvd SW	Albuquerque NM 87105	\$1.60
(BP)	3301 Girard Blvd NE	Western Mechanical HVAC & Plumbing	3301 Girard Blvd NE	Albuquerque NM 87107	\$1.25
(BQ)	1700 10th Street	White Sands Construction, Inc.	1700 10th Street	Alamogordo, NM 88310	\$0.57

*** 16 Items Total ***

Certificate Of Completion

Envelope Id: CF0CAFC1C84748CDB5CB4BEFD91351D1	Status: Completed
Subject: 00-00000-20-00110 General Construction Services - Statewide	
Source Envelope:	
Document Pages: 47	Signatures: 1
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Travis Dutton-Leyda
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	13 Bataan Blvd
	Santa Fe, NM 87508
	travis.dutton-leyda@state.nm.us
	IP Address: 73.26.219.12

Record Tracking

Status: Original 6/26/2020 9:59:43 AM	Holder: Travis Dutton-Leyda travis.dutton-leyda@state.nm.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO State of New Mexico GSD-SPD	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@state.nm.us State of New Mexico, Dept of Information Technology Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.237.10.86	Sent: 6/26/2020 10:31:00 AM Viewed: 6/26/2020 10:32:13 AM Signed: 6/26/2020 10:32:18 AM

Electronic Record and Signature Disclosure:
Accepted: 6/4/2020 11:04:51 AM
ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Travis Dutton-Leyda travis.dutton-leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 73.26.219.12	Sent: 6/26/2020 10:32:24 AM Viewed: 6/26/2020 10:33:05 AM Signed: 6/26/2020 10:33:12 AM
--	---	---

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Valerie Paulk valerie.paulk@state.nm.us State of New Mexico, Dept of Information Technology Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.237.9.161 Signed using mobile	Sent: 6/26/2020 10:33:19 AM Viewed: 6/26/2020 10:38:57 AM Signed: 6/26/2020 10:44:17 AM
---	---	---

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	6/26/2020 10:33:19 AM
Certified Delivered	Security Checked	6/26/2020 10:38:57 AM
Signing Complete	Security Checked	6/26/2020 10:44:17 AM
Completed	Security Checked	6/26/2020 10:44:17 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.SPInfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

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

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

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

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

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

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



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

BUSINESS REGISTRATION

Business Name: FACILITY BUILD INC
DBA: FACILITY BUILD INC

Business Location: 5904 FLORENCE AVE NE
ALBUQUERQUE, NM 87113

Owner: Brian Kilcup

License Number: 224809

Issued Date: December 07, 2020

Expiration Date: December 07, 2021

CRS Number: 01836451009

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General

Fees Paid: \$10.00

FACILITY BUILD INC
5904 FLORENCE AVE NE
ALBUQUERQUE, NM 87113

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

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

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/19/2021

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

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

PRODUCER Brown & Brown Insurance of New Mexico, Inc. PO Box 94450 Albuquerque NM 87199		CONTACT NAME: Janet Ellison PHONE (A/C, No, Ext): (505) 857-2119 E-MAIL ADDRESS: jellison@bbnm.com		FAX (A/C, No):
INSURED FACILITYBUILD, INC. 5904 FLORENCE AVE NE ALBUQUERQUE NM 87113		INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Company INSURER B: The Continental Insurance Company INSURER C: New Mexico Assurance Company INSURER D: INSURER E: INSURER F:		NAIC # 20508 35289 13673

COVERAGES **CERTIFICATE NUMBER:** Master w/umb **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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		6080401878	04/01/2020	04/01/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6080401881	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Uninsured motorist	\$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			6080401895	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	0101272	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

RE: Job # 205092, Project: COSF-Water Street Restroom Facility

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe Attn: Curt Temple P O Box 909;2651 Siringo Rd Santa Fe NM 87504	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 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

GB PWD AMENDMENT 1 TO FACILITY BUILD 20-0263 RE-1

Final Audit Report

2021-01-27

Created:	2021-01-19
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnMOuC9ENQLrSu-msa-3xbEwBWSeTsmuM

"GB PWD AMENDMENT 1 TO FACILITY BUILD 20-0263 RE-1" History

-  Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-01-19 - 11:51:55 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-01-19 - 11:55:09 PM GMT
-  Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-01-27 - 3:42:34 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-01-27 - 3:44:51 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-01-27 - 3:44:55 PM GMT
-  Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-01-27 - 4:14:19 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-01-27 - 4:14:57 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-01-27 - 4:14:57 PM GMT